



## higher education & training

Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA

North West  
Community Education & Training College



Plaza Building, 45 Van Velden Street, Brits, 0250 • North West Region

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**TENDER NUMBER: NWCETC001/2023**

**BID SPECIFICATION: TENDER NWCETC001/2023: SUPPLY AND DELIVERY OF 80 LAPTOPS, SUPPLY AND INSTALLATION OF ELECTRICAL PLUGS, LIGHTS, NETWORK POINTS, ACCESS POINTS AND OTHER ELECTRICAL ACCESSORIES**

**CLOSING DATE: 24 MARCH 2023 AT 11:00**

**THE PRINCIPAL**

**NORTH WEST CET COLLEGE**

**45 VAN VELDEN STREET**

**BRITS**

**0250**

**TEL: 012 110 4470**

**Email: [KMoeng@NW.CETC.edu.za](mailto:KMoeng@NW.CETC.edu.za)**

**Name**

**of**

**Bidder:**

.....  
.....  
.....  
.....

Total	bid	price	(VAT	Inclusive):
.....				
.....				
.....				
.....				

**BID NO: NWCETC001/2023**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF 80 LAPTOPS,SUPPLY AND INSTALLATION OF ELECTRICAL PLUGS,LIGHTS, NETWORK POINTS, ACCESS POINTS AND OTHER ELECTRICAL ACCESSORIES.

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

### **1. BACKGROUND**

- 1.1 The North West CET College came into existence on 1 April 2015 when the Public Adult Learning Centres (PALCs) migrated from the Provincial Education Departments (PEDs) to the CET Colleges, residing under the Department of Higher Education and Training (DHET). The mandate of the college is to provide quality and relevant education and training programmes for youth and adults to improve their livelihoods. The College, through the Community Learning Centres, offer programmes that will ensure that learners attain skills that will enable them to either find employment or establish their own enterprises.
- 1.2 The College Head Office is situated in Brits, North West Province, South Africa. The College needs a service provider to assist with the renovation/refurbishment of five pilot computer labs. The successful bidder must provide us with the electrical installation and electrical compliance certificate on completion of the entire work.
- 1.3 The project is expected to be complete within two (2) calendar months.

### **2. PURPOSE OF THE TENDER**



The purpose of this tender is to invite bids from suitable service provider(s) for the supply and delivery of 80 laptops, supply and installation of electrical plugs, lights, network points, access points and other electrical accessories.

**2.1 THE SCOPE WILL BE AS PER THE PRICING SCHEDULE INCLUDED:**

- CPU Type Intel Core i5
- Component RAM Size 8.0GB
- Warranty Limited (6 months)
- CPU Speed 4.2 GHz
- RAM Types DDR-4
- Screen Size 15.6'
- Screen Type LED
- Hard Drive Types 512 GB solid-state drive

**Device Operating Systems Windows 11**

**2.2 The supply and installation of electrical plugs, lights, network points, access points and other electrical accessories.**

**2.3 Must Include the provision of Laptops bags, software and antivirus for all the Laptops**

**2.4 Microsoft licenses for all 80 laptops**

The following are the centre names where 80 laptops, supply and installation of electrical plugs, lights, network points, access points and other electrical accessories need to be supplied.

Number	Description
1	Good Shepherd -address: Madidi Clinic , Roman Catholic Church, 2024, Block B , Madidi
2	Reabetswe- address : Romaine High School, Magwogwe Village
3	Kgatelopele – address: Bareng Middle School Buildings, Lokaleng Village, Taung
4	Ikageng – address : E.M Mokatsane EDSC, Old Basupi School, 01 Mokgobo Street, Ikageng, Potchefstroom.

2.1 The bidders must have the necessary required capacity to fulfil this assignment

### 3. DELIVERABLES

3.1 The service provider should complete project within 2 calendar months.

3.2 Project Locations are in the different centres listed above.

3.3 Expected commencement date: 01 April 2023.

### 4. SPECIAL CONDITIONS OF THE CONTRACT

The following special conditions will be applicable to this bid:

4.1 The service provider(s) may not recruit or shall not attempt to recruit an employee of the College for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4.2 The bidder must have relevant skills, experience and criteria. These would include as a minimum:

- i. Provide 3 Confirmation letters for completed projects;
- ii. Provide Project management plan;

- iii. Show capacity to complete project within 2 calendar months;
  - iv. Ensure the safety and health of employees including protocols for COVID-19.
- 4.3 If the bidder has to sub-contract some of the work, they may only sub-contract to BBBEE Level 1 Company subject to the approval of the College.
- 4.4 In order to mitigate against fronting and non-compliance with laws and regulations, the company its workforce will be periodically verified against compliance with all legislative provisions and if found non-compliant, the College will through competitive bidding process replace the non-compliant service provider with an alternative service provider through this particular bid.
- 4.5 The Service Provider shall at all times be held strictly liable and accepts responsibility for all damage of whatsoever nature (including consequential and special damages) due to any acts or omissions by the employees, agents, assigns, contractors and sub-contractors in the provision of the Security Services
- 5. DURATION OF THE CONTRACT**
- 5.1 The successful bidder will be appointed to render the requisite service portfolio within two (2) calendar months.
- 5.2 Work will start on signing of the service level agreement.

## **PART B – LEGISLATIVE FRAMEWORK**

### **1. TAX LEGISLATION**

- 1.1 Bidders must be vigilant of compliance measures and requirements when submitting a proposal to the College and remain compliant in terms of all applicable tax legislation for the entire contract period, including but not limited

to the application parameters of the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

- 1.2 It is a pre-condition of this bid document that the tax affairs of the successful bidder will be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) in meeting the bidder's pending tax obligations.
- 1.3 The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.
- 1.4 It is a requirement that bidders when submitting a bid, provide written confirmation that SARS may on an ongoing basis and for the duration of the tenure of the contract, disclose the bidder's tax compliance status. By the very act of submitting a bid, such a confirmation therefore is also deemed to have been granted by the potential bidder.

## **2. PROCUREMENT LEGISLATION**

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

## **3. TECHNICAL LEGISLATION AND/OR STANDARDS**

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

## **PART C – THE BIDDING PROCESS**

### **1. TIMELINE OF THE BID PROCESS**

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

Activity	Due Date
Advertisement of the bid via e-tenders /newspaper	<b>24 February 2023</b>
Compulsory Briefing at on 45 Van Velden Street NWCETC Head Office	-
Questions related to the bids received from bidder(s)	<b>15 March 2023</b>
The bid closing date	<b>24 March 2023 at 11:00</b>
Notice to bidder(s)	The College undertakes to inform bidders of progress regarding the evaluation of bidding documents until conclusion of the tender process.

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

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

#### **4. CONTACT AND COMMUNICATION**

- 4.1 A nominee on behalf of the bidder may make enquiries in writing, before the closing date of the Bid, until 24 March 2023, to the College via email at KMoeng@NW.CETC.edu.za. The delegated office of the College is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- 4.2 Any communication by Bidders addressed to or with an official or person acting in an advisory capacity on behalf of the College, in so far as it has relevance to bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.
- 4.3 All communication between Bidders and the College must be provided in writing.
- 4.4 While due care has been taken regarding the finalisation of this bid, the College duly makes no representations or provides any warranty that the contents thereof, or any part of the information accordingly communicated or provided to Bidders during the bidding process is accurate, current and/or complete. The College and its employees/advisors therefore will not be liable in relation to any information communicated and proves to be inaccurate, outdated and/or incomplete.
- 4.5 In the event of bidders reasonably believing there to be substantive discrepancy, ambiguity, error or inconsistency contained in this bid or any part of other information provided by the College (excluding any minor clerical matters), bidders must promptly bring such a discrepancy, ambiguity, error or inconsistency, in writing, to the attention of the College before the closing date with the aim of affording the College an opportunity to consider the issue(s) and where required, take the requisite corrective action.
- 4.6 All bidders (including any other relevant persons) obtaining or receiving the bid and/or any other information in relation to the bid or the tender process are obliged to keep the entire contents of the bid and all related information confidential and may not disclose or use the information in any other manner than for the express purpose of developing a proposal in response to this bid.

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

## **5. LATE BIDS**

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

## **6. COUNTER CONDITIONS**

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

## **7. FRONTING**

- 7.1 The College supports the spirit of broad - based black economic empowerment and recognises that true empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent and legally compliant manner. Against this background the College strongly condemns any form of fronting.
- 7.2 The College, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the College, 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.

## **8. SUPPLIER DUE DILIGENCE**

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

## **9. SUBMISSION OF PROPOSALS**

- 9.1 Bid documents must be placed in the College's tender box situated at 45 Van Velden Street, Brits, 0250 on or before the closing date and time.

Closing Date: 24 March 2023

Closing Time: 11:00

- 9.2 Bid documents will only be considered if received by the College before or on the closing date and time, regardless of the method used to send or deliver such documents to the College.
- 9.3 Bidder(s) are required to submit 2 copies of each file, (one (1) original and (1) copy). Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 9.4 Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialling at the bottom of these pages is not required.

## **10. MANDATORY BID DOCUMENTS**

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



Pre-qualification Criteria (Phase 0)	Technical Evaluation Criteria (Phase 1)	Price and B-BBEE Evaluation (Phase 2)
Bidders must submit all documents as outlined in paragraph 1.3 below. Only bidders that comply with ALL these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of 70 points out of 100 points to proceed to Phase 2 (Price and B-BBEE considerations).	Bidders will be evaluated out of 100 points and Phase 2 will only apply to bidders who have met and/or exceeded the threshold of 70 points.

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

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

**Table: Documents to be submitted for pre-qualification:**

Document that must be submitted	YES/NO	Non-submission may result in disqualification
<b>Invitation to Bid - SBD 1</b>		Complete and sign the attached <i>pro-forma</i> document
<b>Tax Status Tax Clearance Certificate - SBD 2</b>		<ul style="list-style-type: none"> <li>i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status.</li> <li>ii. Proof of Registration on the Central Supplier Database</li> <li>iii. Vendor number</li> <li>iv. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</li> </ul>
<b>Declaration of Interest - SBD 4</b>		Complete and sign the attached <i>pro-forma</i> document.
<b>Preference Points Claim Form</b>		Complete and sign the SBD 6.1
<b>Declaration of Bidder's Past Supply Chain Management Practices -</b>		Complete and sign the attached <i>pro-forma</i> document (SBD 8).
<b>Certificate of Independent Bid Determination</b>		Complete and sign the attached <i>pro-forma</i> document (SBD 9).
<b>Registration on the Central</b>		<ul style="list-style-type: none"> <li>i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with</li> </ul>

Document that must be submitted	YES/NO	Non-submission may result in disqualification
Supplier Database (CSD)		<p>completing the company registration prior to submission of the proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain a vendor number.</p> <p>ii. Submit proof of registration.</p>
Pricing Schedule		Submit full details of the pricing proposal in a separate envelope

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

#### 10.4 Phase 1: Technical Evaluation Criteria = 100 points:

- 10.4.1 All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.
- 10.4.2 Only Bidding companies that have fully met the Pre-Qualification Criteria in Phase 0 will accordingly be evaluated in Phase 1 for determination of functionality.
- 10.4.3 Bidding companies will be evaluated on an overall score of 100 points.
- 10.4.4 The College as part of on-site reference checks for allocating points, will at its own discretion choose a site at one of the bidding company's clients for validation of the services rendered. The choice of site will remain College's sole discretion.
- 10.4.5 Bidders are required to score a minimum of **60 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE** status.
- 10.4.6 **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

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

10.5.1 Only prospective bidders that have attained the **60-points allocation** threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and B-BBEE qualification criteria.

10.5.2 Pricing options and B-BBEE qualification will accordingly be evaluated as follows: In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*, responsive bids will be adjudicated on the **80/20** (*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**).

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

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

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

Ps - Points scored for comparative pricing of the bid submitted for consideration

Pt - Comparative pricing of the bid under consideration

Pmin - Comparative pricing of the lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
8	2
Non-compliant contributor	0

- 10.5.4.2 B-BBEE points are allocated to bidder on receipt of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and the relevant B-BBEE Certificate.
- 10.5.4.3 Non- submission of a completed / signed **Preference Point Claim Form – SBD 6.1 and BBEE** certificate will result in a zero (0) score on B-BBEE.
- 10.5.4.4 A BBEE affidavit can be submitted where applicable.
- 10.5.4.5 The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:

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

#### 10.5.5 Joint Ventures, Consortiums and Trusts:

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

that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortia arrangement.

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

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

### **PART D – SUBMISSIONS**

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

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

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

The technical submission should include the following:

- 2.1 Cover Page
- 2.2 Mandatory documents
- 2.3 Introduction and Executive Summary
- 2.4 Company and contact information of the bidder, including all parties/team members to the consortium where applicable.
- 2.5 Contactable references that clearly demonstrate the relevant experience in completing similar projects. Minimum of 3 reference letters from contactable references confirming the satisfactory completion of similar projects. Reference letter must be provided on the clients' letterhead and must be signed by the client.

- 2.6 Proof of experience doing similar projects. This may be in the form of appointment letters, tender award letters or any other form of evidence but not order forms.
- 2.7 CV's / Details of the Project Team that will be assigned to this Project confirming suitability for the position
- 2.8 Confirmation of Independence and Objectivity must be assured by declaring that there is no conflict of interest with the College;

## **2.9 Technical Approach**

- 2.10.1. Bidders must submit a description of the methodology and approach that will be used to perform the work as set out in the Terms of Reference. This methodology and approach must demonstrate the Bidder's understanding of the requirement and of the environment.
- 2.10.2. Bidders must, at least cover the under-mentioned in their technical approach and return as part of their submission:
  - 2.10.2.1. Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid / or overcome such problems;
  - 2.10.2.2. Describe how the work will be managed. Provide an organisation chart clearly indicating:
    - 2.10.2.2.1. The lines of reporting and supervision within the Bidder's team.
    - 2.10.2.2.2. The lines of reporting between the Bidder and the College and other stakeholders, if applicable
  - 2.10.2.3. Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions
- 2.10.3. Provide a project plan of activities. In addition to providing details of the estimated number of workdays for each activity, Bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.

- 2.10.4. Compulsory tender documents completed in full together with supplementary bidder documents as required. This includes tax certificates and completed SBD forms for all the bidders and consortium members, where applicable;

### 3. FINANCIAL SUBMISSION

- 3.1. The financial submission should include a detailed breakdown of the proposed fee for the project (including labour and material costs). The total price or amount provided will be regarded as the cost of the project, including VAT and applicable taxes.

### 4. EVALUATION CRITERIA

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

Element	Weight
<b>STAGE 1: Functionality</b>	
Experience – Number of years in operations <ul style="list-style-type: none"><li>- Less or equals to 5 years = 10 points</li><li>- More than 5 years but less than 10 years = 15 points</li><li>- More than 10 years = 25 points</li></ul>	25
Track record and Reputation – written references in the field of supply and delivery of the IT related goods. <ul style="list-style-type: none"><li>- No reference letter = 0 points</li><li>- 1 reference letter = 15 points</li><li>- 2 reference letters = 20 points</li><li>- 3 reference letters = 25 points</li><li>- 4 reference letters = 35 points</li><li>- 5 or more reference letters = 50 points</li></ul>	50

Element	Weight
Financial Viability  The bidder must provide Audited Financial Statement for the past two financial years.	25
<b>Total</b>	<b>100</b>

## **PART E – CONDITIONS**

### **1. GENERAL CONDITIONS OF CONTRACT**

- 1.1. Subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):
  - 1.1.1. The bidding party accepting the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the College is prepared to enter a contract with the successful Bidder.
  - 1.1.2. The bidder submitting the General Conditions of Contract to the College together with its bid, has ensured that the document has duly been signed by an authorised representative on its behalf.

### **2. SPECIAL CONDITIONS OF CONTRACT**

The College reserves the right to:

- 2.1. Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 2.2. Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering



the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder;

- 2.3. Accept any part of a tender in lieu of the whole tender;
- 2.4. Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings to verify the nature and quality of the services offered by the potential bidders, either before, during or after adjudication of the Bid;
- 2.5. Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process;
- 2.6. At any stage during the evaluation of bids, cancel and/or terminate the tender process, even after the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated and/or after the preferred bidders have as such been notified of their status; and
- 2.7. Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

### **3. GOVERNING LAW**

- 3.1. South African law will in its full extent govern the Application parameters of this bid and the bid response process.
- 3.2. The bidder agrees to submit to the exclusive jurisdiction of the South African court system in any dispute of any kind that may arise out of- or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **4. DECLARATION**

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

- 4.1. At all times for the duration of the tender, act honestly, fairly and with due skill, care and diligence in the best interest of the College.
- 4.2. Manage, effectively utilise and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender.

- 4.3. Act with circumspection and treat the College fairly in all situations where conflicting interests may become apparent.
- 4.4. Comply with all applicable statutory or common law requirements related to the conduct of its business.
- 4.5. Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the College;
- 4.6. Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- 4.7. Conduct business activities transparently and consistently uphold the interests and needs of the College as a client, before any other consideration; and
- 4.8. Ensure that for the duration of the tender no information acquired from the College will be utilised and/or disclosed to any third party/ies unless written consent from the College has been obtained to do so.

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

- 5.1. The College reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the College or any other College organ or entity and whether from the Republic of South Africa or otherwise ("College"):
  - 5.1.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - 5.1.2. Seeks any assistance, other than assistance officially provided by a College, from any employee, advisor or other representative of a College in order to

obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the College;

- 5.1.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the College's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a College;
- 5.1.4. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a College.
- 5.1.5. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the College;
- 5.1.6. Has in the past engaged in any matter referred to above; or
- 5.1.7. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidder, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

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

- 6.1. The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the College relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- 6.2. It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the College against the bidder notwithstanding the conclusion of the Service Level Agreement between the College and the bidder

for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the contents of the Service Level Agreement will prevail.

## **7. PREPARATION COSTS**

7.1. The Bidder will bear all its costs in preparing, submitting, and presenting any response or tender to this bid and all other costs incurred by it throughout the bidding process.

7.2. Furthermore, no statement in this bid will be construed as placing the College, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their responses to this bid.

## **8. INDEMNITY**

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

## **9. PRECEDENCE**

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

## **10. LIMITATION OF LIABILITY**

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

## **11. TAX COMPLIANCE**

- 11.1. No tender shall be awarded to any bidder which is not tax compliant. The College reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the College, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
- 11.2. The College further reserves the right to cancel a contract with a successful bidder if such a bidder does not remain tax compliant for the full term of the contract.

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

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

## **13. CONFIDENTIALITY**

- 13.1. Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the College's examination and evaluation of a tender.
- 13.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the College remain proprietary to the College and must be promptly returned to the College upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.

13.3. Throughout this bid process and thereafter, bidders must secure the College's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

#### **14. PROPRIETARY INFORMATION OF THE COLLEGE**

14.1. Bidders will declare in their respective bid cover letters that they did not have access to any 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**

15.1. 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.

15.2. 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 FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

16.1. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.

16.2. In the event that the College allows a bidder to make use of sub-contractors, the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the College will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

## **17. SERVICE LEVEL AGREEMENT**

- 17.1. Subsequent to the College's decision on awarding the tender the successful bidder may be required to sign a Service Level Agreement aimed at regulating the specific terms and conditions applicable to the services required by the College and as far as possible.
- 17.2. The College reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.
- 17.3. The College reserves the right to accept or reject additional service PROPOSALS, PROPOSED BY A SUCCESSFUL BIDDER.**

## **18. PRICING**

- 18.1.1. The price quoted must be a fixed price and must include all related costs (travel, accommodation, installation, etc).
- 18.1.2. Price must be VAT inclusive and quoted in South African Rand.
- 18.1.3. Costing should be aligned with project activities / project phases.
- 18.1.4. Details of the cost/fee breakdown for all the services to be rendered must be submitted in a sealed envelope with the rest of the documentation.

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

- 19.1. The College reserves the right to conduct background/probity check on key management of the bidder.
- 19.2. The College reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.

- 19.3. The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- 19.4. The College will not be liable to reimburse any costs incurred by the bidder during this tender process.
- 19.5. Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships, or other dealings, and indicate how such conflicts would be addressed.
- 19.6. Only one proposal per bidder can be submitted and must indicate a (period) implementation.

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

### **1. MONITORING**

- 1.1. All monitoring of the project will be conducted by the council or the College's management as delegated by council.
- 1.2. A Project Management Team will be established to facilitate the smooth implementation of the project and to ensure that the objectives of the project are met. The Project Management Team will comprise officials from the College. Meetings will be arranged as per approved project plan.

### **2. REPORTING**

- 2.1. The service provider will report to the Principal of the College (or his/her delegate) and submit work-in progress reports by email to the Office of the Deputy Principal: Corporate when requested.
- 2.2. For each deliverable, as identified in Part A – Information on the Tender, paragraph 4, the service provider will submit progress reports to the College in line with approved timeframes in the project plan. The reports should be in MS Word and submitted electronically.

### **3. LANGUAGE**

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

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



- 4.1. The submission of the project implementation plan, and project charter shall be submitted to the College within 10 days after the commencement of the project for approval by the College Principal.
- 4.2. Other reports shall be submitted as per the agreed project implementation plan.
- 4.3. The College, shall within 15 days of receipt of deliverables, notify the service provider of the approval or not of the deliverable.
- The College shall, within 30 days of receipt of the final report, notify the service provider of its decision concerning the final report. If the College does not give any comments on the final report within such time limit of 30 days, the final report shall be deemed to have been approved by the College if they do not expressly inform the service provider of any comments or delays. New timeframes will then be negotiated between the service provider and the College.

**Specification Committee**

  
\_\_\_\_\_  
Ms M. Motsoaledi(Chairperson)

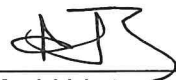
31/01/2023  
Date

  
\_\_\_\_\_  
Ms K Tsheko

31/01/2023  
Date

  
\_\_\_\_\_  
Ms B Makwela

31/01/2023  
Date

  
\_\_\_\_\_  
Mr J Ndou

31/01/2023  
Date

**APPROVAL BY THE PRINCIPAL/ACCOUNTING OFFICER**

  
\_\_\_\_\_  
Mr MD Mohlamonyane  
NW CET COLLEGE PRINCIPAL

09/02/2023  
Date