



higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



GAUTENG
Community Education and Training
CET COLLEGE

TENDER ADVERTISEMENT

Gauteng CET College is hereby inviting service providers to quote on the following:

BID Number	Description	Contact Person	Closing Date
GCETC/12/2 023 /H_0	1.1 Appointment of a panel of suitable service providers for the supply and delivery of cleaning material for 36 months for Gauteng Community Education and Training College (subject to the annual evaluation or review of performance) on an as and when needed basis Compulsory Briefing Session: <ul style="list-style-type: none">• No briefing session	Ms R Diale 010 900 1166/1169/1178	1 st of September 2023 12H00

Submission of bids documents:

Online Submission: All bids must be uploaded against the respective tender number on the GCETC portal by no later than **31 August 2023 at 12H00**.

Terms and Conditions relating to the tender:

- The Gauteng CET College supply Chain management policy will apply;
- Gauteng CET College reserves the right not to appoint where applicable.
- The appointed service provider will be subject to an annual evaluation review process by the evaluation committees to ensure effectiveness, satisfaction and compliance with the health standards
- This appointment of this project will also be confirmed by the college through the appointment letter
- ***Late, quotations will not be considered.***
- Quotations and supporting documents submitted are to hold good for the period up until to 60 days;
- All persons in the service of the state are not allowed to bid; and
- 80/20 Preferential Pointing System will be used to evaluate the quotations
- All service providers/suppliers should be registered on Central Supplier Database (CSD) at <https://secured.csd.gov.za> / www.csd.gov.za and the proof of CSD updated Registration documents must be attached

Your quotation should be accompanied by the following supporting documents: (Failure to submit the below mentioned documents will result in immediate disqualification)

1. **Covering letter**
2. **Tender Document fully completed and signed where applicable together with the National Treasury General Conditions of Contract initialled on each page**

3. Bid submission responsive to requirements stated in the Terms of Reference and Evaluation Criteria
4. A Valid Tax Clearance Certificate
5. Company Registration Document (CIPRO/CIPC)
6. The Municipal Rates & Taxes statement in the company's name
 - 6.1. If the business operates from the director's residence, the municipal rates and taxes on the director's name must be attached together with an affidavit indicating that the business operates on the said address.
 2. If business operates from leased premises: a valid lease agreement must be attached.
 3. Council letters are accepted on the director's name and must be supported with an affidavit indicating that the business operates on the said address.
7. Submit an originally certified copies of the directors' ID documents
8. Detailed Price Schedule in support of Declared Price (annexure A)
9. Proof of Banking Details
10. Company Profile illustrating core business
11. Valid B-BBEE Status Level Certificate / Sworn Affidavit
12. Proof of registration on National Treasury's Central Supplier Database(CSD)
13. SBD 4 – Declaration of Interest duly completed
14. SBD 6.1 – Preference Points Claim Form duly completed
15. SBD 8 – Declaration of Bidder's Past Supply Chain Management Practicesduly completed
16. SBD 9 – Certificate of Independent Bid Determination duly completed
Any disclosure with reference to completed SBD forms, by bidder (ifapplicable)
17. Provide a minimum of three (3) contactable references letters .
18. Valid Certificate of acceptability obtainable form the local municipality(certified copy to be attached)

-REQUEST FOR PROPOSALS

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SUITABLE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF CLEANING MATERIAL FOR 36 MONTHS FOR GAUTENG COMMUNITY EDUCATION AND TRAINING COLLEGE

RFP NUMBER: GCETC/12/2023/

Date Issued:03 August 2023

Briefing session: No briefing

session

Closing date and time: 1st September 2023 @ 12h00

Bids availability period: Bids will be available from 04 August 2023 ON GCETC Portal

Bid Validity Period: 60 - 90 days

Submission through GCETC PORTAL (ONLINE SUBMISSIONS)

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PART A – INFORMATION ON THE TENDER

1. BACKGROUND

- 1.1 The CET came into existence on 1 April 2015 when the Public Adult Learning Centres (PALCs) migrated from the Provincial Education Departments (PEDs) to the CET Colleges, resorting under the Department of Higher Education and Training (DHET). The mandate of the college is to provide quality and relevant education and training programmes for youth and adults to improve their livelihoods. The College, through the Community Learning Centres, offer programmes that will ensure that learners attain skills that will enable them to either find employment or establish their own enterprises.
- 1.2 The College is situated in **100 Northern Parkway, Ormonde: Gauteng Province**, South Africa. Governance of the College rests with the Council subject to the relevant statutes and policies. Management of the college consists of the Principal and Deputy Principals. The CET College operates in accordance with the requirements, rules and regulations laid down in the following documents:
 - The Continuing Education and Training Act, Act 16 of 2006; and
 - National Norms and Standards for Funding Community Education and Training Colleges.
- 1.3 The supply chain management unit is tasked with the responsibility to assist various branches within the college with procurement of various needs , to conduct research

and identify sourcing strategies

- 1.4 According to National Treasury, establishment of contracts is one of the sourcing strategies for the procurement of goods and services that are required on repetitive basis.
- 1.5 Cleaning material services is one of the commodities that are of repetitive nature with pool of suppliers however in some instances supply chain management unit is required to appoint a service provider within a very limited time due to unforeseen meetings and events that requires cleaning material .
- 1.6 The intension is to appoint the panel of accredited service providers who have the capacity to deliver as per the scope of work within the required time frame for a period of 36 months.

2. PURPOSE OF THE TENDER

- 2.1 The purpose of the tender is to appoint a panel of accredited service providers within Gauteng province to supply and deliver cleaning material to **Gauteng CET college** on as an when required basis for 36 months .

3. SCOPE AND DEFINITION OF WORK

- 3.1 In rendering this service GAUTENG CETC needs may vary according to the type of needs
- 3.2.3 Cleaning material needs: In some instances, the service provider might be required to render services within a very short period of time.
- 3.2.4 Annexure is attached for service providers to provide pricing however additional items may be added on as an when required basis.

4. DELIVERABLES

- 4.1.1 Supply and delivery of cleaning material as per the specified annexure
- 4.1.2 Service provider will be able to provide the quotation within the period of five working days upon receiving the request under normal procurement.
- 4.1.3 Service provider will be able to provide a quotation within 2-4 hours for unforeseen circumstances

4.1.4 The bidder must fully comply and deliver on the requested products as per annexure A.

5. DURATION OF THE CONTRACT

5.1 The contract will commence after the appointment letter has been issued and subject to signing of the SLA by both parties. It will run for a period of 36 months subject to the annual performance review.

PART B – LEGISLATIVE FRAMEWORK

6. TAX LEGISLATION

- 6.1 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).
- 6.2 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.
- 6.3 The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.
- 6.4 It is a requirement that bidders, when submitting a bid, provide written confirmation from SARS 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.

7. PROCUREMENT LEGISLATION

- 7.1 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)*.

8. TECHNICAL LEGISLATION AND/OR STANDARDS

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

PART C – THE BIDDING PROCESS

1. TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of the bid via the National Treasury E-tender Portal	04 August 2023
Questions related to the bids received from bidder(s)	10th August 2023 -31 August 2023
The bid closing date	1st September 2023 @ 12h00 AM

Notice to bidder(s)

Tenders will be opened in public.

Bidders must take note of the

following:

- Bid documents are obtainable at the **Gauteng CET College Vendor Submission portal and National Treasury E-Tender Portal**
- The closing date for all bids shall be **1st September 2023 at 12h00 AM on the college vendor portal**. No late bids will be accepted.
- All bidders must adhere to the terms and conditions of the bid
- All bidders must register their companies on the Central Suppliers Database and the proof of CSD Registration must be attached. For CSD Registration kindly visit CSD Website on www.csd.gov.za
- The College Bidding Documents (SBD's) provided by the Gauteng CET College must be completed in full and submitted with all required documents.
- Bidders must make sure that they make extra copies of SBD 4 to be completed by all active members of the Company.
- The Bid Document must be signed by an individual who has the delegated powers to sign on behalf of the company.

Failure to attach the above-mentioned copies will result to a tender being non-responsive;

- *The Gauteng CET College will only communicate the outcome of the bid with the successful bidder.*

- 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 acting 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 - based on and influenced by whichever circumstance, the conditions and requirements attached to this bid remain unaltered and apply equally regarding the revised deadline.

CONTACT AND COMMUNICATION

- 8.2 A nominee on behalf of the bidder may make enquiries in writing to, before the closing date of the Bid, until 1st September **2023 at 12H00 to Gauteng CET College via email at Rdiale@gp.cetc.edu.za./Jmajola@gp.cetc.edu.za.**
- 8.3 The delegated office of the College is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- 8.4 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.
- 8.5 All communication between Bidders and the College must be provided in writing.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.

9. LATE BIDS

- 9.1 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).

10. COUNTER CONDITIONS

- 10.1 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.

11. FRONTING

- 11.1 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.
- 11.2 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.

12. SUPPLIER DUE DILIGENCE

- 12.1 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.

13. SUBMISSION OF PROPOSALS

- 13.1 Bid documents must be submitted on online GCETC portal before the closing date and time.

Closing Date: 1st September 2023

Closing Time: 12h00 AM

- 13.2 Bid documents will only be considered if received by the College before or on the closing date and time, through our vendor portal submission.

13.3 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.

14. MANDATORY BID DOCUMENTS

14.1 The College has set minimum standards that bidders need to meet as a precursor to evaluation and selection as successful.

14.2 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 60 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 80 points.

14.3 Phase 0: Pre-Qualification Criteria:

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

Table: Documents to be submitted for pre-qualification:

Document that must be submitted	YES/NO	Non-submission may result in disqualification
Invitation to Bid - SBD 1		Complete and sign the attached document(SBD 1)
Tax Status Tax Clearance Certificate		i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest -SBD 4		Complete and sign the attached document(SBD 4)
Preference points claim form in terms of the preferential procurement regulations 2022		Complete and sign the attached document(SBD 6.1)
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the attached document(SBD 8)
Certificate of Independent Bid		Complete and sign the attached document(SBD 9)

Determination-SBD 9		
Registration on the Central Supplier Database (CSD)		<p>i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with completing the company registration prior to submission of the proposal. Visit https://secure.csd.gov.za/</p> <p>ii. Submit proof of registration</p>

Document that must be submitted	YES/NO	Non-submission may result in disqualification
Pricing Schedule		Submit full details of the pricing proposal, as completed, in full, or attach pricing quotation

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

14.4 Phase 1: Technical Evaluation Criteria = 100 points:

- All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.
- 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.
- Bidding companies will be evaluated on an overall score of 100 points.
- 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 the College's sole discretion.
- Bidders are required to score a minimum of **60 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE** status.
- **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

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

- 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.
- Pricing options and B-BBEE qualification will accordingly be evaluated as follows: In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*, responsive bids will be adjudicated on the **80/20 (R1 million to a maximum R50 million, all applicable taxes included)** preference point system in terms of which points are awarded to bidders on the basis of the bid pricing (**maximum 80 points**) and B-BBEE status level of

the contributor (**maximum 20 points**).

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

Criteria	Points
Price Evaluation	80

$Ps = 80 \times \frac{Pt - P_{min}}{P_{min}}$	
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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

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

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

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- b. B-BBEE points are allocated to the 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.
- c. Non- submission of a completed / signed **Preference Point Claim Form – SBD 6.1 and BBBEE** certificate will result in a zero (0) score on B-BBEE.
- d. The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:

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

- **Joint Ventures, Consortiums and Trusts:**

- a. 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.

- b. 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.
- c. Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The College will accept signed agreements as satisfactory proof of the existence of a joint venture and/or consortia arrangement.
- d. 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.

- **Claim B-BBEE Points:**

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

PART D – SUBMISSIONS

15. SUBMISSION OF PROPOSAL

- 15.1 The proposal must be accompanied by the document below for tender submissions.
- 15.2 The TECHNICAL SUBMISSION, wherein the bidder should address all aspects of the required scope of services.
- 15.3 The FINANCIAL SUBMISSION, wherein the bidder should include the proposed fees for the project.
- 15.4 Proposals must be attached with other required documents on the vendor submission portal

16. CONTENT OF THE TECHNICAL SUBMISSION

The technical submission should include the following:

- 16.1 Cover Page
- 16.2 Mandatory documents
- 16.3 Introduction and Executive Summary
- 16.4 Company and contact information of the bidder
- 16.5 Valid Certificate of acceptability obtainable from the local municipality (certified copy to be attached)**

- 16.6 Proof of experience in providing the cleaning services. This may be in the form of appointment letters, tender award letters or any other form of evidence.

- 16.7 Track record and Reputation – written references attesting to performing cleaning services are required. The cleaning company is to have a minimum of five (5) years' experience in conducting cleaning services within the college.
- 17.12. A minimum of 3 reference letters confirming the service providers working experience in the public sector ,
- 17.13. Reference letter must be provided on the clients' letterhead and must be signed by the client.
- 17.13.1. Demonstrated proven previous experience and knowledge.
- 17.13.2. 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.

18. FINANCIAL SUBMISSION

- 18.1. The financial submission should include the proposed fee for the project over the period of 36 months .
- 18.2. The proposed fee should include any costs that will be incurred by the bidder, including transportation costs. The total price or amount provided will be regarded as the cost of the project, including VAT and applicable taxes.

19. EVALUATION CRITERIA

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

No	Element	Weight
1	<p>Track record and Reputation – written references attesting to performing supply and delivery of cleaning material are required. The company is to have a minimum of one to five years' experience in conducting cleaning services .</p> <p>(i) Minimum of 3 reference letters confirming the company's working experience rendering the same services</p> <p>(ii) Reference letter must be provided on the clients' letterhead and must be signed by the client;</p>	20

2	<p>Relevant additional experience on supplying cleaning material projects successfully executed specifically in the public sector</p> <p>Proof required (e.g. Purchase Order, appointment letter etc)</p>	20
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No	Element	Weight
	1-3 projects = 10 Points 4-6 projects = 20 Points 7 or more projects = 30 Points	
3	Proof of experienced staff =15 Points	15
4	Methodology The bidder must demonstrate thorough understanding of the objectives and deliverables of the cleaning services requirements and the applicable regulatory framework. The bidder must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined above and clearly demonstrate how the audit deliverables will be achieved. Basic plan and overview = 5 points Detailed plan lacking key elements = 10 points Detailed plan lacking a few elements = 15 points Detailed plan with the background/ understanding of the College =30points	30
5	Locality <ul style="list-style-type: none"> The suppliers which are based within Gauteng province. Proof of business address needed (Municipality utility bill) 	5
6	Youth, Women and People with Special Needs Directors/management of the company consist of youth, women, or people with disability	10
	Total	100

PART E – CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

- a) Subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):
 - 1.a.1. The bidding party accepts the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the College is prepared to enter into a contract with the successful Bidder.
 - 1.a.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:

- a) Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- b) Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder;
- c) Accept any part of a tender in lieu of the whole tender;
- d) Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings in order to verify the nature and quality of the services offered by the potential bidders, either before, during or subsequent to adjudication of the Bid;
- e) Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process;
- f) At any stage during the evaluation of bids, cancel and/or terminate the tender process, even subsequent to the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated and/or after the preferred bidders have as such been notified of their status; and
- g) Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

- h) After appointment , subject the recommended bidder to internal annual evaluation processes in formal review of the adequacy ,effectiveness and efficiency of audit services .This will be

implemented by the current Audit ,Risk and ICT committee to ensure performance optimisation and good communication between the committee and recommended bidder.

3. GOVERNING LAW

- a) South African law will in its full extent govern the Application parameters of this bid and the bid response process.
- b) 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:

- a) At all times for the duration of the tender, act honestly, fairly and with due skill, care and diligence in the best interest of the College;
- b) Manage, effectively utilise and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender;
- c) Act with circumspection and treat the College fairly in all situations where conflicting interests may become apparent;
- d) Comply with all applicable statutory or common law requirements related to the conduct of its business;
- e) Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the College;
- f) Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- g) Conduct business activities transparently and consistently uphold the interests and needs of the College as a client, before any other consideration; and
- h) Ensure that for the duration of the tender no information acquired from the College will be utilised and/or disclosed to any third party/ies unless written consent from the College has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a) 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.a.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.a.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.a.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.a.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.a.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.a.6. Has in the past engaged in any matter referred to above; or
- 5.a.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

- a) The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the College relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- b) It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the College against the bidder notwithstanding the conclusion of the Service Level Agreement between the College and the bidder for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties,

the contents of the Service Level Agreement will prevail.

7. PREPARATION COSTS

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

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

8. INDEMNITY

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

9. PRECEDENCE

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

10. LIMITATION OF LIABILITY

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

11. TAX COMPLIANCE

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

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- a) No tender shall be awarded to a bidder whose name (or any of its members, directors,

partners or trustees) appears on the Register of Tender Defaulters maintained by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

- b) The College reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another organ of state.

13. CONFIDENTIALITY

- a) Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the College's examination and evaluation of a tender.
- b) No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the College remain proprietary to the College and must be promptly returned to the College upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.
- c) Throughout this bid process and thereafter, bidders must secure the College's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

14. PROPRIETARY INFORMATION OF THE COLLEGE

- a) Bidders will declare in their respective bid cover letters that they did not have access to any College proprietary information, or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

15. COPYRIGHT

- a) All copyright and all intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, will vest in the College.
- b) The College will have the right to release the works under an appropriate copyright license, including an open licence that will allow any individual, official, company, agency or organisation to use or modify the works for any purpose as stated in the open licence.

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

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

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

17. SERVICE LEVEL AGREEMENT

- a) Subsequent to the College's decision on awarding the tender the successful bidder may be required to sign a Service Level Agreement aimed at regulating the specific terms and conditions applicable to the services required by the College and as far as possible.
- b) The College reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.
- c) The College reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

18. PRICING

- a) The price quoted must be a fixed price for the duration of the contract and must include all related costs (travel, accommodation, equipment and data communication). The expected time and cost per audit team member and the hourly tariffs of each team member must please be specified.
- b) Price must be VAT inclusive and quoted in South African Rand.
- c) Costing should be aligned with project activities / project phases.
- d) 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

- a) The College reserves the right to conduct background/probity check on key management of the bidder.
- b) The College reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- c) The College will not be liable to reimburse any costs incurred by the bidder during this tender process.
- d) 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.
- e) 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 Office of the DP: Finance and Senior Management.
- 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 Gauteng CET College and the service provider. 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 DP: Finance and Management by close of business every second Friday.
- 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 and arrangements with management.
- 2.3. In addition to the above and in conjunction with deliverables submitted, any additional reporting requirements.

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/consultant/lead consultant/team leader of the approval or not of the deliverable.

The College shall, within 30 days of receipt of the final report [whatever the final deliverable is], notify the service provider/consultant/lead consultant/team leader of its decision concerning the final report [whatever the final deliverable is]. If the College does not give any comments on the final report [whatever the final deliverable is] within such time limit of 30 days, the final report [whatever the final deliverable is] shall be deemed to have been approved by the College if they do not expressly inform the service provider/consultant/lead consultant/team leader of any comments or delays. New timeframes will then be negotiated between the service provider/consultant/lead consultant/team leader and the College.