



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

CENTRAL OFFICE: Tel: 053 753 0000 • Email: info@nccetc.edu.za
Web: www.nccetc.edu.za • Address: 19 Oliver Road, Klisserville, KIMBERLEY, 8301



REQUEST FOR PROPOSAL

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE TRAVEL MANAGEMENT COMPANY TO PROVIDE THE NORTHERN CAPE COMMUNITY EDUCATION AND TRAINING COLLEGE WITH TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

RFP NUMBER: NCCETC/019/2024/Travel Agency

Date issued: 09 OCTOBER 2024

Closing date and time: 05 November 2024 at 11am

Bid Validity period: 120 days

TENDER BOX ADDRESS:

Note: All bids must be placed into the tender box at the Northern Cape Community Education & Training College's central office at 19 Oliver Road, Klisserville, Kimberley, Northern Cape by no later than 05 November 2024 at 11:00am



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PART A – INFORMATION ON THE TENDER

BACKGROUND

The CET came into existence on 1 April 2015 when the Public Adult Learning Centres (PSLCs) 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 colleges 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.

The College is situated in the Northern Cape Province in 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.

PURPOSE OF THE TENDER

The purpose of this request is to solicit proposals bidder(s) for the provision of travel management services to The Northern Cape Community Education & Training College.

This request for proposal (RFP) document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by College for the provision of travel management services.

This RFP does not constitute an offer to do business with the Northern Cape Community Education & Training College, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

SCOPE AND DEFINITION OF WORK

3.1 BACKGROUND

The College's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will achieve the following:



- a. Provide the College with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b. Achieve significant cost savings for the College without any degradation in the services;
- c. Appropriately contain the College's risk and traveller risk.

3.2 SERVICE REQUIREMENTS

3.2.1 GENERAL

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

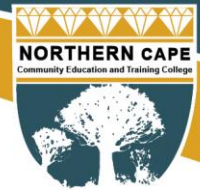
- a. The travel services will be provided to all Travellers travelling on behalf of the College, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that the College is responsible for the arrangement and cost of travel.
- b. The service provider to organise accommodation at the request from the College. It is important to note that accommodation arrangements will need to be made in the greater part if not all parts of the Northern Cape province over and above requests for outside the province.
- c. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services
- d. Familiarisation with current College travel business processes.
- e. Familiarisation with current College Travel Policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the travel management company's (TMC) account, subject to the outcome of a formal dispute process.
- g. Provide a facility for the College to update their travellers' profiles.
- h. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- k. Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years).
- l. It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.



3.2.2 RESERVATIONS

The Travel Management Company will:

- a. Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- b. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- c. apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. book the negotiated discounted fares and rates where possible.
- f. must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. book parking facilities at the airports where required for the duration of the travel.
- h. respond timeously and process all queries, requests, changes and cancellations timeously and accurately.
- i. must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- k. advise the Traveller of all visa and inoculation requirements well in advance.
- l. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- n. note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.



- o. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by the Northern Cape Community Education & Training College are non-commissionable, where commissions are earned for College bookings all these commissions should be returned to the College on a quarterly basis.
- q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the College.
- r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per the College's instructions

3.2.3 AIR TRAVEL

- a. The TMC must be able to book full-service carriers as well as low cost carriers
- b. The TMC will book the most cost-effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- h. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- i. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- j. Assist with lounge access when required.



3.2.4 ACCOMMODATION

- a. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate and that is located as close as possible to the venue or office or location or destination of the traveller
- b. All planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) must be done in accordance with the College's travel policy.
- c. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- d. Conference facility might form part of the accommodation request. TMC will be required to organise conference facility or meeting rooms close to the accommodation establishments at best available rates.

3.2.5 CAR RENTAL & SHUTTLE SERVICES

- a. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- b. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- c. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- d. The TMC should manage shuttle companies on behalf of the College and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- e. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

3.2.6 AFTER HOURS AND EMERGENCY SERVICES

- a. The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.



- c. c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

3.2.7 COMMUNICATION

- a. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the College.
- b. All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- c. The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.

3.2.8 FINANCIAL MANAGEMENT

- a. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the College for payment within the agreed time period.
- b. Enable savings on total annual travel expenditure, and this must be reported, and proof provided during monthly and quarterly reviews.
- c. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- d. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the College's Financial Department in the agreed time period (e.g. weekly).
- e. Ensure Travel Supplier accounts are settled timeously.



3.2.9 TECHNOLOGY, MANAGEMENT INFORMATION & REPORTING

- a. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- b. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- c. All management information and data input must be accurate.
- d. Reports must be accurate and be provided as per the College's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- e. The College may request the TMC to provide additional management reports.
- f. Reports must be available in an electronic format for example Microsoft Excel.
- g. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

i. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

ii. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;
- b) Creditor's ageing report;
- c) Creditor's summary payments;



- d) Daily invoices;
- e) No show report;
- f) Cancellation report;
- g) Receipt delivery report;
- h) Monthly Bank Settlement Plan (BSP) Report;
- i) Refund Log;
- j) Open voucher report, and
- k) Open Age Invoice Analysis.

h. The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

3.2.10 ACCOUNT MANAGEMENT

- a. An Account Management structure should be put in place to respond to the needs and requirements of the College and act as a liaison for handling all matters regarding delivery of services in terms of the contract.
- b. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the College's account.
- c. The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- d. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e. Ensure that the College's Travel Policy is enforced.
- f. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- g. Ensure that workshops/training is provided to Travellers and/or Travel Bookers



- h. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

3.2.11 COST MANAGEMENT

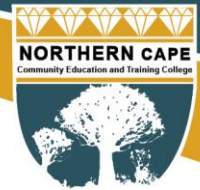
- a. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times.
- b. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- c. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the College's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

3.2.12 QUARTERLY & ANNUAL TRAVEL REVIEWS

- a. Quarterly reviews are required to be presented by the Travel Management Company on all College travel activity in the previous three-month period. These reviews are comprehensive and presented to the College's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- b. Annual Reviews are also required to be presented to the College's Senior Executives.

DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months with an option to renew at the sole discretion of the College for an additional 12 (twelve) months on the same terms and based on a periodic performance evaluation on the same terms and conditions unless the parties agree otherwise. The College reserves the right to cancel the contract at anytime for reasons that will be provided to the service provider. Non-performance and or poor performance may lead to immediate cancellation of a contract.



PART B – LEGISLATIVE FRAMEWORK

TAX LEGISLATION

- a. Bidder(s) must be compliant when submitting a proposal to and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- b. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- c. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- d. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- e. Bidders are required to be registered on the College's Internal Supplier Database, National Treasury Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- f. Where Consortia / Joint Ventures / Sub-contractors are involved; each party must be registered on the College's Internal Supplier Database and National Treasury Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

PROCUREMENT LEGISLATION

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



TECHNICAL LEGISLATION AND/OR STANDARDS

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

PART C – THE BIDDING PROCESS

TIMELINE OF THE BID PROCESS

The validity period and possible withdrawal of offers, subsequent to the closing date and time of this tender is 120 days. The relevant project timeframes in terms of this bid are indicated as follows:

Activity	Due Date
Advertisement of the bid on National Treasury Portal / Government Tender Bulletin/e-tender	09 October 2024
Questions related to the bids received from bidder(s)	Up to 31 October 2024
The bid closing date	05 November 2024 at 11:00am
Notice to bidder(s)	The College undertakes to inform bidders of progress regarding the evaluation of bidding documents until conclusion of the tender process.

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

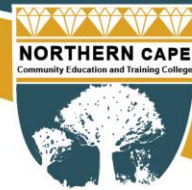
Any time or date reflected in this bid is subject to change at the College's discretion. The determination of a time or date in this bid does not presuppose an obligation on the part of the College in taking action, or creating by any manner rights in terms of which bidders may demand that specific action(s) 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.

CONTACT AND COMMUNICATION

- k. A nominee on behalf of the bidder may make enquiries in writing, before the closing date of the Bid, until **31 October 2024**, to the College via email at **NBenson@NC.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.
- l. 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 the bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.
- m. All communication between Bidders and the College must be provided in writing.
- n. 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, out-dated and/or incomplete.
- o. 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 **05 November 2024** with the aim of affording the College an opportunity to consider the issue(s) and where required, take the requisite corrective action.
- p. 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.



- q. 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.

LATE BIDS

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).

COUNTER CONDITIONS

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.

FRONTING

- r. 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.
- s. 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.



SUPPLIER DUE DILIGENCE

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

SUBMISSION OF PROPOSALS

- t. Bid documents must be placed in the College’s tender box situated at Northern Cape Community Education & Training College’s central office at 19 Oliver Road, Kimberley, Northern Cape on or before the closing date and time. Documents should be submitted during office hours of 08:00 am and 04:00 pm

Closing Date: 05 November 2024

Closing Time: 11:00am

- u. Bid documents will only be considered if received by the College before or on the closing date and time, regardless of the method used to send or deliver such documents to the College. All bids must be delivered in person and dropped into the tender box by the bidder or its representative. No bids shall be accepted if they are received through fax, email or any other electronic means.
- v. The bidder(s) are required to submit original bid documents and one (1) duplicate) on a memory stick by the Closing date 05 November 2024 at 11:00am. Each file must be marked correctly for ease of reference during the evaluation process. Furthermore, the file must be labelled and submitted in the following format:

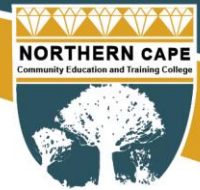
FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
Exhibit 1: Pre-qualification documents	Exhibit 1: Pricing Schedule



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<i>(Refer to Section 9.1 – Phase 0: Pre-qualification Criteria (Table 1))</i>	<i>(Refer to Section 18 Part D – Pricing and Annexure A3)</i>
<p>Exhibit 2:</p> <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <p><i>(Refer to Section 9.2 - Phase 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i></p>	
<p>Exhibit 3:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement <p><i>(Refer to Part D – Service Level Agreement)</i></p>	
<p>Exhibit 4:</p> <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

w. Bidders are requested to initial each page of the tender document on the top right-hand corner.



MANDATORY BID DOCUMENTS

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

Pre-qualification Criteria (Phase 0)	Technical Criteria (Phase 1)	Evaluation and B-BBEE Evaluation (Phase 2)
Bidders must submit all documents as outlined in paragraph 9.1 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.

9.1 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 <i>pro-forma</i> document



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REPUBLIC OF SOUTH AFRICA



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<p>Tax Status</p> <p>Tax Clearance Certificate - SBD 2</p>		<p>Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status.</p> <p>Proof of Registration on the Central Supplier Database</p> <p>Vendor number/CSD number</p> <p>In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p>
<p>Declaration of Interest - SBD 4</p>		<p>Complete and sign the attached <i>pro-forma</i> document.</p> <p>Bidders must submit share certificate of the bidding company/firm, CIPC/CK document, certified copies of IDs of directors and shareholders.</p>
<p>Declaration of Bidder's Past Supply Chain Management Practices -</p>		<p>Complete and sign the attached <i>pro-forma</i> document</p> <p>(SBD 8).</p>
<p>Certificate of Independent Bid Determination</p>		<p>Complete and sign the attached <i>pro-forma</i> document</p> <p>(SBD 9).</p>
<p>Registration on the Central Supplier Database (CSD)</p>		<p>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</p>

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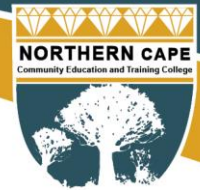
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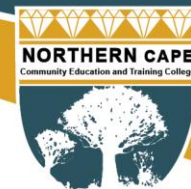


		proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. Submit proof of registration.
Pricing Schedule		Submit full details of the pricing proposal in a separate envelope
IATA Licence		i. Bidders are required to submit their International Air Transport Association (IATA) licence/certificate (certified copy) at closing date. ii. Where a bidding company is using a 3rd party IATA licence, proof of the agreement

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

9.2 PHASE 1: TECHNICAL EVALUATION CRITERIA = 100 POINTS

- a. All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.
- b. 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.
- c. Bidding companies will be evaluated on an overall score of 100 points.



- d. 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.
- e. Bidders are required to score a minimum of **70 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE status.**
- f. **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

9.3 PHASE 2: PRICE & B-BBEE EVALUATION (80 + 20) = 100 POINTS:

Only prospective bidders that have attained the **70-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 (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**).

Stage 1 - Price Evaluation (80 Points):

CRITERIA	POINTS
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80



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

- 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):

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

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

B-BBEE points are allocated to bidder on receipt of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and the relevant B-BBEE Certificate.

Non- submission of a completed / signed Preference Point Claim Form – SBD 6.1 and BBBEE certificate will result in a zero (0) score on B-BBEE.

A BBBEE sworn affidavit can be submitted where applicable.

The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:



AREAS OF EVALUATION	POINTS
• PRICE	80
• B-BBEE Status Level of contribution	20
Total	100

- **Joint Ventures, Consortiums & Trusts**

A trust, consortium or joint venture, will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points on evaluation of their B-BBEE status level as an unincorporated entity, provided that the entity submits their requisite, consolidated B-BBEE scorecard as if they were a group structure and on condition that such a consolidated B-BBEE scorecard is prepared for every separate bid application.

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

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**

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



PART D – CONDITIONS

GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the College is prepared to enter into a contract with the successful Bidder(s).

The bidder submitting the General Conditions of Contract to the College together with its bid, duly signed by an authorised representative of the bidder.

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.



GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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.

CONFLICT OF INTEREST, CORRUPTION & FRAUD

The College reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at



least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the College or any other College organ or entity and whether from the Republic of South Africa or otherwise ("College "):

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) Seeks any assistance, other than assistance officially provided by a College, from any employee, advisor or other representative of a College in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the College;
- c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the College's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a College;
- d) 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;
- e) 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;
- f) Has in the past engaged in any matter referred to above; or
- g) 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.

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



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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.

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.

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.

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.

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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.

TAX COMPLIANCE

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

TENDER DEFAULTERS & RESTRICTED SUPPLIERS

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

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.

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- b. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the College remain proprietary to the College and must be promptly returned to the College upon request, together with all copies, electronic versions, excerpts or summaries thereof or work consequently derived there from.
- c. Throughout this bid process and thereafter, bidders must secure the College's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

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).

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.

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RESPONSIBILITY OF SUB-CONTRACTORS & BIDDER'S PERSONNEL

- a. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.
- b. In the event that the College allows a bidder to make use of sub-contractors, the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the College will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

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.

PRICING

The College requires bidders to propose one pricing model being the transactional fee model. For the pricing schedule refer to Annexure A3 – Pricing Schedule. The estimated percentage split between Traditional booking and On-line bookings will be 100% traditional booking and 0% On-line booking.

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation



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STATS SA P0141 (CPI), Table E

Table E - All Items

OTHER IMPORTANT MATTERS TO NOTE

- a. The College reserves the right to conduct background/probity check on key management of the bidder.
- b. The College reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- c. The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- d. The College will not be liable to reimburse any costs incurred by the bidder during this tender process.
- e. Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships or other dealings, and indicate how such conflicts would be addressed.
- f. Only one proposal per bidder can be submitted.

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