



## REQUEST FOR PROPOSAL

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO PROVIDE PRINTING AND DISTRIBUTION AT ALL SATELITES OF THE KWAZULU-NATAL COMMUNITY EDUCATION AND TRAINING COLLEGE FOR A PERIOD OF 24 MONTHS.**

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RFP NUMBER: **KZNCETC 16/2021**

Date issued: **30 June 2021**

Closing date and time: **20 AUG 2021 at 11am**

Bid Validity period: **90 days**

### TENDER BOX ADDRESS:

Note: All bids must be placed into the tender box at the KWAZULU –NATAL Community Education & Training College's central office at ,17 KOSI PLACE UMGANI BUSINESS PARK SPRINGFIELD DURBAN 4001 by no later than **20 AUG 2021 at 11:00am**

- **Documents must not exceed A C4 Envelope.**
- **All suppliers are required to comply with all legislation and Act pertaining with the employees or companies.**
- **Service provider is expected to provide the ff:**
  - **Editing of the documents.**
  - **Rate per page on the listed items.**
  - **Batching**
  - **Packaging**
  - **Delivering on time.**



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## PART A – INFORMATION ON THE TENDER

### 1. 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 and finally which are Community needs based. The College is situated in the KWAZULU – NATAL 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 three 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.

### 2. PURPOSE OF THE TENDER

The purpose of this request is to solicit proposals bidder(s) for the Printing and distribution services of The KwaZulu-Natal Community Education & Training College.

This request for proposal (RFP) document details and incorporates, as far as possible, the tasks and responsibilities of The KWAZULU –NATAL Community Education & Training College.

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



### 3. SCOPE AND DEFINITION OF WORK

The College's primary objective in issuing this RFP is to enter into a 24-month agreement with a suitable service provider to provide service of photocopying and distribution at KWAZULU-NATAL Community Education and Training College.

#### 3.2 SERVICE REQUIREMENTS

##### 3.2.1 GENERAL

Clause: The College will only be invoiced on the period the centre was opened and duties of this tender was being performed. Any day or period that the duties were not performed must not be invoiced to the College.

Returnable Pricing Schedule:

Printing	Pricing Schedule						
	A3 print Unit price	A4 print Unit price	A5 print Unit price	Folders print	Academic calendars	Certificates	Enrolment forms print
Glossy Printing							
Colour Printing							
Bulk Printing							
Certificate Printing							
Black & White Printing							
Packing & Distribution to entire KZN Province (Including Rurals)							
Binding							



higher education  
& training

Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA



Laminating							
Quality paper							
Batching							
Folders							
Prospectus							



FOR OFFICE USE ONLY

BID EVALUATION COMMITTEE REPORT

A DISCUSSION

B FINDINGS



## C RECOMMENDATIONS

Printing and distribution should be provided by the Service provider.

KWAZULU –NATAL COMMUNITY EDUCATION & TRAINING COLLEGE reserves the right to ask the printing and distributing company to change the service immediately, if required

### **4. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of 24 months. The College reserves the right to cancel the contract at any time for reasons that will be provided to the service provider. Non-performance and or poor performance may lead to immediate cancellation of a contract.



## PART B – LEGISLATIVE FRAMEWORK

### 1. TAX LEGISLATION

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

### 2. PROCUREMENT LEGISLATION

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



### 3. TECHNICAL LEGISLATION AND/OR STANDARDS

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

#### PART C – THE BIDDING PROCESS

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

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
<b>Advertisement on:</b> <b>Website: <a href="http://kzn.cetc.edu.za">kzn.cetc.edu.za</a></b> <b>NEWPAER</b> <b>eTender Portal</b>	<b>30 JULY 2021</b>
<b>Questions related to the bids received from bidder(s)</b>	<b>Up to 18 AUG 2021</b>
<b>The bid closing date</b>	<b>20 AUG 2021 at 11:00am</b>
<b>Notice to bidder(s)</b>	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.

## 2. CONTACT AND COMMUNICATION

- a. A nominee on behalf of the bidder may make enquiries in writing, before the closing date of the Bid, until **20 AUG 2021**, to the College via email at **SCM @KZN.CETC.educ.za**. The delegated office of the College is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- b. 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.
- c. All communication between Bidders and the College must be provided in writing.
- d. 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.
- e. 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 **20 AUG 2021** with the aim of affording the College an opportunity to consider the issue(s) and where required, take the requisite corrective action.
- f. 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.



- g. 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.

### **3. 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).

### **4. 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.

### **5. FRONTING**

- h. 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.
- i. The College, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the College, the onus rests on the bidder/contractor to prove that the allegation of fronting does in fact not exist. Failure to do so within a period of 14 days and determined from the date of notification may invalidate the bid/contract and also result in the restriction of the Bidder/contractor to conduct business with the public sector for a subsequent period of up to ten years and in addition to any other actions the College may have at its disposal and accordingly wish to institute against such bidders/contractors.



## 6. SUPPLIER DUE DILIGENCE

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

## 7. SUBMISSION OF PROPOSALS

- j. Bid documents must be placed in the College's tender box situated at KWAZULU –NATAL Community Education & Training College's central office at KWAZULU – NATAL, UMGENI BUSSINESS PARK SPRINGFIELD / 17 KOSI PLACE DURBAN 4000 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: **20 AUG 2021**

Closing Time: **11:00 am**

- k. Bid documents will only be considered if received by the College before or on the closing date and time, regardless of the method used to send or deliver such documents to the College. All bids must be delivered in person and dropped into the tender box by the bidder or its representative. No bids shall be accepted if they are received through fax, email, or any other electronic means.

## 8. EVALUATION OF THE TENDER PROPOSAL

The following criteria will be used to evaluate bids:

### 8.1 Pre-Qualification Criteria

The following criteria will form the basis of evaluating all bids received and failure to comply with the pre-qualification criteria may result in the disqualification of the bid:

1.	<p>: A fully completed Tender Document with duly completed compulsory documents must be signed and certified where required and submitted as part of the bidder's tender submission. Failure to submit may result in your bid being disqualified.</p> <p>: Provide a minimum of three current (3) contactable references letters on current photocopying and distribution tender or executed successfully within the last 5 years.</p>
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2.	<b>The following proof of Accreditation / Registration must be attached:</b>
	: Letter of good standing from Department of labour.

Only qualifying bids meeting the Pre-qualification Criteria will be further evaluated for Functionality on Phase 1.

## 8.2 FUNCTIONALITY CRITERIA

Respondents must score 80 points and above to be assessed on their financial offer and preference score.

To ensure simplification, the total functionality score will be rated out of a total of 100.

Suitably qualified and experienced evaluators will evaluate the bids received and the average score will be carried forward as the Total Functionality Score.

The allocation of points for the evaluation of quality is set out in the table below.

Criteria	Maximum Points
<b>Company experiences in cleaning services</b> <ul style="list-style-type: none"><li>Detailed list of current and completed contracts of similar nature (photocopying and distribution)</li><li>Testimonials of the previous similar project with contactable references.</li><li>1 – 5 Years (20)</li><li>6 – 10 Years (30)</li><li>11 – Above (60)</li></ul>	60
<b>Related to skill and development.</b> <ul style="list-style-type: none"><li>Competency, training, skills, and personnel development of the tendering service provider. (Photocopying and distribution)) of staff to be deployed.</li></ul>	10
<b>Execution plan</b> <ul style="list-style-type: none"><li>Proposed work plan including proposed methodology of staffing schedule, monitoring and co-ordination mechanism.</li></ul>	10



<b>Company profile</b> <ul style="list-style-type: none"> <li>• Photocopied and packaged product (Completion of material and equipment)</li> <li>• Provision of a list of the Equipment the bidding company.</li> <li>• Bidder is required to provide a profile of themselves for evaluation of their capacity to supply the required equipment including resources, details of agency or distribution agreements that they hold as well as details of equipment that they supply</li> </ul>	20
<b>Total evaluation points for quality</b>	100

Preference will be given to tribal and rural SMME's

**Evaluation Schedule: Company experience in cleaning services**

<b>Non-Responsive (Score 0)</b>	Service provider has no experience, or one testimonial of the current or previous photocopying and distribution project with contactable reference. Detailed list of current and completed contracts of printing and distribution nature current or not older than five years.
<b>Poor (Score 20)</b>	Service provider has limited experience, or one testimonial of the current or previous photocopying and distribution project with contactable reference. Detailed list of current and completed contracts of photocopying and distribution nature current or not older than five years.
<b>Good (Score 30)</b>	Service provider has fair experience, or two testimonials of the current or previous photocopying and distribution project with contactable reference. Detailed list of current and completed contracts of photocopying and distribution nature current or not older than five years.
<b>Excellent (Score 40)</b>	Service provider has enough experience, or more than three testimonials of the current or previous photocopying and distribution project with contactable reference. Detailed list of current and completed contracts of photocopying and distribution current or not older than five years.

**Evaluation Schedule: Related to skill and Development**

<b>Non-Responsive (Score 0)</b>	Service provider has not provided a proposal covering competency, training, skills, and personnel developments of staff in their company related to photocopying and distribution service training.
<b>Poor (Score 10)</b>	Service provider has provided a proposal to some degree but not fully covering competency, training, skills, and personnel developments of staff in their company related to photocopying and distribution
<b>Good (Score 15)</b>	Service provider has provided a proposal covering competency, training, skills, and personnel developments of staff in their company related to photocopying and distribution service training.
<b>Excellent (Score 20)</b>	Service provider has provided a proposal covering competency, training, skills, and personnel developments of staff in their company related to photocopying service training OHS, first aid and other advanced courses)



#### Evaluation Schedule: Execution plan

<b>Non-Responsive (Score 0)</b>	Service provider has not provided a proposal covering methodology of staffing schedule, monitoring and co-ordination mechanism. Not proposed any sort of customer service
<b>Poor (Score 10)</b>	Service provider has provided a poor methodology of staffing schedule, monitoring and co-ordination mechanism. Proposed a poor customer service (No meetings and reporting) to the agency
<b>Good (Score 15)</b>	Service provider has provided a proposal covering methodology of staffing schedule, monitoring and co-ordination mechanism in a rotational basis. Proposed customer service (meetings and reporting) to the agency
<b>Excellent (Score 20)</b>	Service provider has provided a proposal covering methodology of staffing schedule, monitoring and co-ordination mechanism with each staff duties and roles split to meet the agency requirement supported by graphs. Proposed more than good customer service (meetings and reporting) to the agency

#### Evaluation Schedule: Company profile

<b>Non-Responsive (Score 0)</b>	Service provider has not provided a proposal with a list of material and equipment, that are not environmentally friendly. Bidder did not provide a profile of themselves
<b>Poor (Score 10)</b>	Service provider has provided a proposal with a list of material and equipment. Bidder provided a profile of themselves but is not comprehensive.
<b>Good (Score 15)</b>	Service provider has provided a proposal with a list of material and equipment, their products that are environmentally friendly. Bidder provided a profile of themselves and is comprehensive. .
<b>Excellent (Score 20)</b>	Service provider has provided a proposal with a list of material and equipment, that are environmentally friendly and not harmful. Bidder provided a profile of themselves and is comprehensive meeting the requirements and beyond.

### 8.3 PRICE & B-BBEE EVALUATION

- a. Bidders are required to score a minimum of **80 points** for functionality in order to be considered for awarding of preference points for Price and B-BBEE
- b. Pricing options and B-BBEE qualification will accordingly be evaluated as follows:  
In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*, responsive bids will be adjudicated on the **80/20 or 90/10**.



**c. Price Evaluation (80 Points) or (90 points):**

CRITERIA	POINTS
Price Evaluation $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80
Price Evaluation $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

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

- $P_s$  - Points scored for comparative pricing of the bid submitted for consideration
- $P_t$  - Comparative pricing of the bid under consideration
- $P_{\min}$  - Comparative pricing of the lowest acceptable bid

**d. B-BBEE Evaluation (20 Points) or (10 points):**

**B-BBEE Points allocation:** A maximum of **20 points** or **10 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)	Number of Points (90/10 system)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- B-BBEE points are allocated to bidder on receipt of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and the relevant B-BBEE Certificate.
- Non- submission of a completed / signed Preference Point Claim Form – SBD 6.1 and BBEE certificate will result in a zero (0) score on B-BBEE.
- A BBEE 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
<b>Total</b>	<b>100</b>

AREAS OF EVALUATION	POINTS
• PRICE	90
• B-BBEE Status Level of contribution	10
<b>Total</b>	<b>100</b>



#### **e. Joint Ventures, Consortiums & Trusts**

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

#### **f. Claim B-BBEE Points**

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

### **PART D – CONDITIONS**

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

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



- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the College is prepared to enter into a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to the College together with its bid, duly signed by an authorised representative of the bidder.

## 2. SPECIAL CONDITIONS OF CONTRACT

The College reserves the right to:

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

## 3. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may



arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

#### **4. DECLARATION**

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

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

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

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



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

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

## **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 if such a bidder does not remain tax compliant for the full term of the contract.

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

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

## **13. CONFIDENTIALITY**

- a) Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the College's examination and evaluation of a tender.
- b) No part of the bid may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole



or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the College remain proprietary to the College and must be promptly returned to the College upon request, together with all copies, electronic versions, excerpts, or summaries thereof or work consequently derived there from.

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

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

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

#### **15. COPYRIGHT**

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



## 16. RESPONSIBILITY OF SUB-CONTRACTORS & BIDDER'S PERSONNEL

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

## 17. SERVICE LEVEL AGREEMENT

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

## 18. PRICING

- a) The College requires bidders to provide a detailed price schedule in support of the declared price.
- b) Failure to have the Price Declaration of this tender document completed and signed, or signed by a duly authorised person, will constitute non-commitment by the Bidder, and the bid may be invalidated.
- c) A detailed price break-down of the Total Cost of Ownership (TCO) must be provided to support the Price Declaration of this tender.
- d) All prices must be quoted in South African Rands and be inclusive of all costs and applicable taxes (inclusive of Value Added Tax (VAT) etc.).
- e) The College reserves the right to only accept part of the submitted bid by a Bidder.



**19. OTHER IMPORTANT MATTERS TO NOTE**

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



## 20. SUBMISSION QUALITY CHECKLIST

A checklist below which is not mutually exclusive has been provided to highlight some of the important documents which must be included/ submitted with the Request for Proposal

1	Company registration
2	BBBEE/Sworn
3	Tax Clearance
4	CSD Report
5	Municipal Account/Proof of business residence from council of commission of oaths
6	Completed and signed: <ul style="list-style-type: none"><li>• Invitation</li><li>• SBD 2</li><li>• SBD 3</li><li>• SBD 4</li><li>• SBD 6.1</li><li>• SBD 6.2</li><li>• SBD 8</li><li>• SBD 9</li></ul>
7.	Company Profile
8.	General Condition of contract