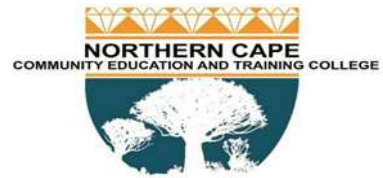




higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



**NORTHERN CAPE COMMUNITY EDUCATION AND TRAINING COLLEGE
(NCCETC) IN COLLABOURTION WITH THE PURCHASING CONSORTIUM
SOUTHERN AFRICA (PURCO SA)**

**PROVISION OF COURIER SERVICES TO NORTHERN CAPE COMMUNITY
EDUCATION AND TRAINING COLLEGE FOR A PERIOD OF 24 MONTHS**

1. 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:

1.2 OBJECTIVE

- 3.1.1 The objective is to obtain approval for rendering of a continuous courier services on as and when required basis, for the:
- 3.1.2 Collection and delivery of documentation and/or parcels from and to various locations in the Northern Cape Province.

2. ROLE AND FUNCTIONS

- 4.1 The Courier Service should be available on a 24-hour basis from Monday to Friday, provincially. This service entails the transportation of parcels of all sorts and sizes.
- 2.2 Same day collections are essential.
- 2.3 Due to the urgency, confidentiality and logistics involved, the Courier Service that receives the contract has to meet the demands of the Northern Cape Community and Training College.

3. GENERAL

- 3.1 The price at which the Courier Service shall render the service will be based on the all-inclusive prices offered, less a percentage discount per year offered to the State.
- 3.2 For this purpose, the service provider should be in a position to provide College with a breakdown of fees for all destinations.
- 3.3 Discounts offered will be fixed for the full contract period.
- 3.4 The College reserves the right to make use of other services should the need arise.
- 3.5 In cases where the service provider cannot render the required service or renders it in an unsatisfactory manner, the College reserves the right to make other arrangements, or to cancel the contract with the service provider.
- 3.6 The appointed service provider needs to allocate an individualised account number to each of the sites as well as Head Office.
- 3.7 Documents/parcels will be collected/delivered to one designated person per site. A detailed invoice must accompany/be issued with each delivery/collection made by the Courier Service.
- 3.8 The invoice must show the exact physical and/or volumetric weight of each delivery/collection.
- 3.9 When weight is estimated, the College must be provided with the actual weight within 24 hours.
- 3.10 Responsibility for loss or damage:
- 3.11 In case of any loss, the service provider will be accountable for the cost equivalent to the lost documentation/parcel and the re-distribution of the replacement free of charge.
 - a. The transportation of the parcels by the service provider may be by means of any transport as dictated by the urgency and/or appropriateness of the service requested.
 - b. Where the service provider completely fails to render the service, the College reserves the right to make use of the services of any other service provider who is able to render such a service.
 - c. Where the College is forced to pay more for the service that they would have paid to the original service provider, the original service provider will be liable and the College will be entitled to retain the difference in price as quoted by the alternative service provider from the money owed to the original service provider.
 - d. The invoice issued by the alternative service provider will serve as prima facie evidence of the amount owed.
 - e. The service provider will return any undelivered parcels/documentation within a week.

4. PAYMENT

4.1 Payment to the service provider will only take place once an invoice is received from the service provider. The invoice must always contain the following information:

- Price per kg (i.e. price for the applicable type of service rendered).
- Actual weight of parcel
- Complete breakdown of costs
- The account number
- The transaction number
- Waybill numbers
- Date of services
- Start town
- Designation town
- Client reference
- Total kg
- Surcharge, where necessary
- Freight charges
- VAT
- Pricing schedule:

Complete price lists below for **courier services relating to documents and parcels according to weight** and type of service

<u>TYPE OF SERVICE</u>	<u>MINIMUM RATE</u>	<u>RATE PER 1 KG– 2 KG</u>	<u>RATE PER 2,01 KG – 3KG</u>	<u>PER 3,02 - KG– 4 KG</u>
OVERNIGHT COURIER (COUNTER TO DOOR)	R	R	R	R
LOCALY IN NORTHERN CAPE PROVINCE				
OVERNIGHT COURIER (DOOR TO DOOR)	R	R	R	R
NORTHERN CAPE PROVINCE				



SAME DAY COURIER (COUTNER TO COUNTER) NORTHERN CAPE PROVINCE	R	R	R	R
SAME DAY COURIER (DOOR TO DOOR) NORTHERN CAPE PROVINCE	R	R	R	R
ESCALATION % FOR YEAR 2				

- 4.2 Evidence of the completed collection/delivery, proof of delivery (POD) must be attached. The POD must have the signature of the sender. If there is no sender signature on the POD, the College will not be liable for the costs of that POD.
- 4.3 The service provider must ensure that collecting and delivery takes place at the specific point and through the person specifically assigned to deal with the Courier Serviced at campus level.
- 4.4 In the case where the delivery or collection is done from any other point/person other than, those specified above, the Courier Service must request a NAME, SURNAME and full signature FROM the person.
- 4.5 Where the above-mentioned information does not appear on the invoice, payment cannot be made and the College reserves the right to remit such an invoice to the service provider without any payment. It is therefore the responsibility of the service provider to ensure that all identification details are indicated on the waybill before collecting/delivering the parcel.
- 4.6 In terms of the request for Courier Services, the service provider must be able to provide and deliver the Waybills, plastic bags, stickers, together with separate invoices to each of the sites of College including Head Office. Invoices must be emailed to the assigned person and designation point per campus and must contain the official logo of the service provider.
- 4.7 It will be the responsibility of the College to assign one person and designation point per campus, who will then be responsible for requesting, receiving, monitoring and verifying all issues related to the Courier Service. This person will also be responsible for verifying invoices and paying of the campus account, for services rendered.
- 4.8 Invoices submitted for settlement shall comply with the following requirements:
 - No advance payment will be made to the service provider.
 - Payment will therefore only take place within thirty to sixty days after receipt of an invoice as specified in the clause hereunder as certified correct.
- 4.9 If there are any discrepancies between the quoted prices and the invoiced prices, such adjustments are to be processed immediately.

5. DELIVERY

- 5.1 The official stamp and signature of the receiving Office shall appear on delivery notes as proof of delivery.
- 5.2 Each collection/delivery note shall be certified correct by the designated official at the specific campus by means of a signature, initials and surname printed in block letters, designation as well as the date. Signatures of sub-contractors shall not be accepted as proof of delivery.
- 5.3 The service provider must be prepared, 24 hours Monday to Friday, as required by the College to collect and/or transport and deliver parcels to and from premises/sites.
- 5.4 The service provider must deliver and pick-up at the site as indicated by the College.
- 5.5 The service provider must have a functional real-time tracking system to be able to show exactly where a parcel is (tracking system to be done either via internet or mobile notification).

- 5.6 The authorised representative of the service provider will be required to furnish receipt of parcels and documentation received/delivered.
- 5.7 Where any condition of the contract is breached, the College reserves the right to terminate this agreement by one month's written notice, without prejudice to any other rights that the College might have.
- 5.8 Any notification and/or letter of demand that is sent to any party in accordance with this agreement is deemed to have been properly delivered after the course of fourteen calendar days from the date of posting of such notice and/or letter of demand. The method of calculation that will be followed is that the fourteen calendar days be calculated from the date of posting.

6. PROJECT MANAGEMENT

- a) During the course of the project, the successful bidder shall provide a dedicated project manager to liaise with the College

7. DURATION OF THE PROJECT

- a) The duration of the project is for twenty-four (24) months from the date of appointment.

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 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.

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 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

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 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	04/11/2022
Questions related to the bids received from bidder(s)	Up to 28 November 2022
The bid closing date	05 December 2022 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.

2. CONTACT AND COMMUNICATION

- A nominee on behalf of the bidder may make enquiries in writing, before the closing date of the Bid, until 28 November 2022, to the College via email at sipho.ndlovu@purcosa.co.za. The delegated office of the College is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- 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.
- 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 28 November 2022 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 Northern Cape Community Education & Training College's central office at 19 Oliver Road, Klisserville, 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 December 2022

Closing Time: 11:00am

- 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.
- l. Bidders are required to submit their bids (both technical and financial) in one envelope. One copy of the bid must be submitted comprising of one (1) USB. College may request clarification or further information regarding any aspect of the bid. The bidder must provide the requested information within twenty-four (24) hours after the request has been made; otherwise the bidder may be disqualified.

The following information must be endorsed on the envelopes: bid number, closing date & name of bidder by the Closing date 05 December 2022 at 11:00am. Each file must be marked correctly and sealed separately 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
Exhibit 2: <ul style="list-style-type: none"> • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses 	
Exhibit 3: <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement 	
Exhibit 4: <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

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

8. 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 Price 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
Tax Status Tax Clearance Certificate - SBD 2		Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status. Proof of Registration on the Central Supplier Database Vendor number/CSD number 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 <i>pro-forma</i> document. Bidders must submit share certificate of the bidding company/firm, CIPC/CK document, certified copies of IDs of directors and shareholders.
Declaration of Bidder's Past Supply Chain Management Practices -		Complete and sign the attached <i>pro-forma</i> document (SBD 8).
Certificate of Independent Bid Determination		Complete and sign the attached <i>pro-forma</i> document (SBD 9).
Registration on the Central Supplier Database (CSD)		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/ to obtain a vendor number. Submit proof of registration.
Pricing Schedule		<i>Submit full details of the pricing proposal in a separate envelope</i>
SAEPA		<i>Submit certificate of accreditation with SAEPA (South African Express Parcel Association)</i>
Courier Transport		<i>Certified copies of vehicle registration documents and pictures of fleet to be used</i>

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

FUNCTIONALITY

9.2 PHASE 1: TECHNICAL EVALUATION CRITERIA = 100 POINTS

- a. All bidding companies are required to fully adhere to the technical evaluation criteria.
- 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. Bidders are required to score a minimum of **70 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE status.**
- e. **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

<p>Company background: Please state the length of your experience in the provision of courier services related services in the past years:</p> <ul style="list-style-type: none"> • More than 4 years in the provision of courier services specified above (x30 points) • 2-4 years in the provision of courier services specified above (x15 points) • 0-23 months in the provision of courier services specified above (x0 points) <p>Experience to be supported by reference letters, signed contracts/ SLA or purchase orders. Reference letter to be on the client's letter head and signed.</p>	30	
<p>Prospective Bidders to provide proof of their capacity to undertake this Project:</p> <p>Three months bank statements (original bank stamped bank statements)</p> <p>Or</p> <p>Latest audited annual financial statements/ management accounts prepared by a Chartered Accountant</p> <ul style="list-style-type: none"> • Negative bank balance (x0 points) 	30	

<ul style="list-style-type: none"> Positive bank balance equal or greater than R100 000 (x10 points) Positive bank balance (x5 points) 		
Certified ID documents for drivers to be allocated to the college (x10 points)	10	
SLA reporting Progress tracking monthly reports (Orders vs Delivered). Please provide a sample service level report (x10 points)	10	
Locality – NC Provide proof that bidder is based in NC province (utility statement, lease)	20	
TOTAL	100	

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**).

c. 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:

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. 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

- e. 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.
- f. 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.
- g. A BBBEE sworn affidavit can be submitted where applicable.
- h. 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**

- i. 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.
- j. 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.
- k. 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.
- l. 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 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

9. GENERAL CONDITIONS OF CONTRACT

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

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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).

23. 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.

24. 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.

25. 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.

26. 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.
- g. The college reserves the right not to make an appointment.

27. PURCO SA SERVICE FEE

The Bidder must provide for a 2% service fee calculated on the total value of each invoice issued by the Bidder for or otherwise relating to supply of goods and/ or performance of the services to the Member (including any additional/ ad hoc goods supplied or services rendered), payable to PURCO SA on submission of relevant invoice to the Member. The selected Bidder is required to send a copy of monthly invoice and statement to both PURCO SA and the Member. Upon receipt of the monthly sales report from the Bidder, PURCO SA shall invoice the Bidder a minimum of 2% service fee based on the Rand value of the total monthly sales which is payable to PURCO SA within 30 days of date of statement.