



# **BID SPECIFICATION**

## **PROJECT DESCRIPTION:**

### **EXPRESSION OF INTEREST FOR MARKETING/BRANDING AND COMMUNICATIONS SERVICES**

## **TENDER NO BMC/01/2021:**

<b>NAME OF BIDDERS</b>	
<b>TENDER AMOUNT</b>	

### **FOR MORE INFORMATION:**

**Xhanti Ben-Mazwi**

**EMAIL:** [xhanti.benmazwi@univen.ac.za](mailto:xhanti.benmazwi@univen.ac.za)

**Date:** 24 September 2021

**SUBMISSION TO BID SPECIFICATION COMMITTEE FOR APPROVAL.**

<b>BSC MEMBERS</b>	<b>SIGNATURE</b>	<b>DATE OF APPROVAL</b>
Chairperson		
SCM		
Technical (End User)		
Legal Department		

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## **1. PART 1: TENDER NOTIFICATION**

### **1.1 Introduction and Description of the Service**

The goal of the project is to provide marketing and branding insight to the University of Venda's communication work with particular emphasis on marketing and brand building solutions, event organisation, creative work, advertising campaigns, writing of high level analytical articles and support to the Director Marketing, Branding and Communication in the University's endeavor to project a positive image of the University of Venda.

It must be noted that should there be any other requirements or niche services which fall outside of the scope of this tender, the University reserves the right to procure those services by means of a separate process, if found to be more effective at the sole discretion of the University, as part of this tender.

Bidders are requested to complete the information in accordance with the General Conditions of Offer are requested to complete these documents in full, place them in a new envelope, seal and mark the envelope with the proposal number and description, and deposit it in the Tender Box at the address provided in this document. All documents must comply with the conditions set out herein.

Tender documents to be submitted online using the below link

<https://purcosa.co.za/tenderbox-bmc012021-branding-and-marketing-communication>

### **CLOSING DATE AND TIME FOR ELECTRONIC SUBMISSION OF TENDER DOCUMENTS:**

Monday, 18 October 2021 at 23h59 - NOTE: No late submissions will be accepted.

### **NON-COMPULSORY INFORMATION SESSION:**

An online non-compulsory Information Session will be facilitated via Microsoft Teams on Tuesday, 28 September 2021 from 09h00 until 10h00.

Tenderers are requested to direct their questions in writing to the following contacts:

#### **FOR ANY ENQUIRIES**

Contact: Mr.X Ben- Mazwi

Email: [xhanti.benmazwi@univen.ac.za](mailto:xhanti.benmazwi@univen.ac.za)

Contact: Mr. Tshepo Mampuru

Email: [tshepo.mampuru@purcosa.co.za](mailto:tshepo.mampuru@purcosa.co.za)

**The closing date for the submission of tender documents is the 18 October 2021 at 23H59.**

## **2. BACKGROUND AND INTRODUCTION**

The University of Venda is implementing 2021-2025 Strategic Plan which is intended to position the University for impact and relevance. The University's mission is to produce graduates that are locally relevant and globally competitive.

### **2.1 Objective of the Project**

The Brand Enhancement Consultant will help the Marketing, Branding and Communication Department and the University, better build brand recognition in South Africa and beyond, better engagement with stakeholders through multiple communication platforms.

The Consultant will work with the Director in ensuring that all University activities are selling the brand consistently, in order to position the University of Venda for impact and relevance, and to ensure that UNIVEN is recognisable by a wide array of stakeholders. (List of stakeholders will be made available). The Consultant is expected to suggest, recommend, launch and monitor innovative communication campaigns aimed at better positioning the University of Venda locally and internationally.

### **2.2 Service provider's terms of reference**

It is the intention of UNIVEN to enter into a formal Service Level Agreement with the successful Service Provider(s) to provide the services described hereunder.

The Terms of Reference (ToR) would serve to guide the process of selecting and appointing a qualified service provider by ensuring a match between the specification requirements of UNIVEN as an entity and the knowledge and experience of the service provider.

These ToRs and the service provider's proposal will form the basis of the service level agreement to be entered into between the parties.

### **2.3 Completion of Tender Documents**

(i) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Declaration must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(ii) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(iii) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(iv) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

### 3. BUSINESS INFORMATION

BUSINESS INFORMATION	
Title (Prof./Dr/Mr/Mrs/Ms and Surname)	
Business Trading Name (as per CIPRO)	
Previous Name of Business (if Applicable)	
PHYSICAL ADDRESS OF THE BUSINESS	POSTAL ADDRESS OF BUSINESS
CONTACT DETAILS	
Office	
Mobile	
Accounts Department	
Business Email	
Business Registration Number	
Tax Number	
VAT (if applicable)	
Do you have any previous Univen Experience? If so, elaborate.	
Authorised Signature	

#### 4. MANDATORY SUBMISSIONS – STAGE

PLEASE COMPLETE THE TABLE BELOW AND ATTACH SUPPORTING DOCUMENTS

		Y/N	Office use only
1	Company Registration Certificate – CIPC		
2	Valid SARS Tax Pin and/or Certificate		
3	Comprehensive Company Profile		
4	Proof of Business Address		
5	Fully Initialled & Completed all tender document pages		
6	Signed Declaration of Interest		
7	Board Resolution: Certificate for authority for signature		
8	Proof of Tender Document Purchase		
9	Audited Annual Financial Statement within 12 months (2019/2020)		
10	Completion of the Standard Bidding Forms (SBD 4, 8, 9)		
11	Valid COID Registration Certificate (Letter of Good Standing)		
12	Certified ID Documents of Directors (Not more than 3 months old)		

All relevant sections completed and signed, and all pages of tender document initialled by authorized signatory. Proof should be attached that signatory is duly authorized to enter into contractual agreement with University of Venda on behalf of the organization.

#### DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....

Name	Signature	Date
.....	.....	.....

Capacity	Name of Firm
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## **5. PROHIBITION OF RESTRICTIVE PRACTICES**

- 5.1** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 5.2** If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 5.3** If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **6. RIGHTS RESERVED**

Bidders should take note that UNIVEN reserves the right to negotiate terms and conditions after the selection of the successful tender. UNIVEN reserves the right to accept any proposal submitted or reject all proposals. UNIVEN may request clarification in writing on any aspect of a response to this invitation.

## **7. PARENT/SUBSIDIARY COMPANY**

A Company shall be defined as a legal persona and tender documents submitted shall reflect those of the registered Company in terms of the Companies Act. A Subsidiary Company tendering shall not submit the Parent Company's information in terms of Company Registration, BBBEE certificate, SARS certificate and financial statements. All Directors of the tendering Company, all Members of the Close Corporation and partners in a Partnership or Joint Venture must enclose a certified copy of their Identity Document and proof of their share of ownership.

## **8. TAXES AND DUTIES**

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order, i.e. a valid SARS Tax pin.

## **9. DECLARATION OF INTEREST**

The Tender document must include a signed declaration of interests.

## **10. CONSORTIUMS AND JOINT VENTURES**

No consortiums and Joint Ventures are applicable for this tender.

#### **11. SUBMISSION OF FINANCIAL RECORDS**

In terms of New Companies Act, Tenderer to submit Audited Financial Statements (AFS) most recent AFS not older than 12 months. Certain Companies may not require Audited Financial Statements such as Sole Traders, Partnerships and Close Corporations, as long as they abide within the New Companies Act. The Financial Statements are to be attested by a qualified Chartered Accountant (SA).

#### **12. VALIDITY PERIOD**

Bids shall remain valid for 120 (one hundred and twenty) days after the tender closure date. During the validity window period of the tender, should the Tenderer withdraw this tender or is unable to meet contractual requirements, the University may exercise additional remedies available in its option, to withdraw or cancel the agreement.

#### **13. ACCEPTANCE OR REJECTION OF A TENDER**

The University reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The University does not bind itself to accepting the lowest tender or the tender scoring the highest points.

#### **14. PRICES**

Prices charged by the Service Provider for goods delivered and services performed under the contract shall not vary from the prices quoted in the bid document, with the exception of any price adjustments authorized or by the purchaser's request for bid validity extension, as the case may be.

#### **15. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000**

In relation to section 37 (1) (a) (b) and s9 (b) (i) of this Act, the Bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

#### **16. PROTECTION OF PERSONAL INFORMATION ACT, 2013**

The successful Service Provider shall abide in the protection of personal information of the University of Venda. Privacy includes the right to protection against unlawful collection, retention, disseminating and use of personal information. The successful bidder shall heed the right of privacy of this Act subject to justifiable limitation that are aimed at protecting other rights and important interest.



## **17. LEGITIMACY OF INFORMATION**

Bidders declare information furnished in this tender to be precise, accurate and bonafide. In the event where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the University may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the University as a result of the award of the contract.

## **18. NATURE OF SERVICE**

The nature of service the University enters with the successful bidder is based on the price offered and accepted for the duration of the contract. In the event that prices increase due to external environmental factors such as Industry factors in relation to increase to International prices.

## **19. TERMS OF CONTRACT**

The term of the contract will be for one (1) year, the contract will however be reviewed on an annual basis after an evaluation of the performance of the Service Provider has been undertaken by the University's Audit and Risk Committee. At the expiry of the contract, the contract may be extended on a month, but no later than one (1) year until the University invites tenderers to bid on the tender of this nature and based on the satisfactory performance of the service provider.

## **20. TERMS & CONDITIONS OF TENDER**

- 20.1** The University reserves the right to reduce or increase the total quantity of items required in the tender.
- 20.2** The successful tenderer will be required to allow University personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.
- 20.3** The highest scoring bidder would not necessarily have to be appointed by Univen and Univen as such reserves the right to appoint any or no one at all.
- 20.4** No sub-service providers/sub-contracting will be allowed.
- 20.5** The price should be vat inclusive at 15%.
- 20.6** The tender submitted must remain Valid for 120 days after closing date.
- 20.7** The University discloses to bidders that there shall be rotation amongst suppliers/ service providers.
- 20.8** All returnable documents must be in a separate file, clearly indexed and separated by marked sheets.
- 20.9** Initials must be on all pages in the tender document.
- 20.10** All proposals are to be sealed. No open proposal will be accepted.
- 20.11** All proposals are to be clearly marked with the Project number and the name of the bidder.
- 20.12** Each bidder to submit 2 files i.e. Tender Document and List of Returnable Documents (clearly separated by file dividers).
- 20.13** No tender will be considered after the closing date and time.
- 20.14** The proposal shall be valid for a minimum of 4 months (120 days) calculated from the closing date.

- 20.15** Appointment as a successful bidder shall be subject to parties agreeing on mutually acceptable contractual terms and conditions.
- 20.16** In the event that parties are failing to reach an agreement, Univen reserves the right to appoint an alternative supplier.
- 20.17** No regret letters will be sent to unsuccessful bidders.
- 20.18** Any enquiry regarding this bid invitation and specification shall be submitted in writing to [xhanti.benmazwi@univen.ac.za](mailto:xhanti.benmazwi@univen.ac.za), copying Mr Tshepo Mampuru at [tshepo.mampuru@purcosa.co.za](mailto:tshepo.mampuru@purcosa.co.za) with tender number as reference or subject.
- 20.19** Enquiries shall only be entertained until 5 working days before the closing date of the tender.
- 20.20** All documentation submitted in response to this tender must be in English.
- 20.21** Univen reserves the right to:
- 20.21.1 Extend the closing date through the same medium of communication used for invitation.
  - 20.21.2 Extend tender validity period before the expiry date of the original validity period. This will be done in writing to all bidders.
  - 20.21.3 Verify any information contained in the tender proposal.
  - 20.21.4 Request any further documentary proof regarding any declaration
  - 20.21.5 Award this tender as a whole or in part.
  - 20.21.6 Cancel or withdraw this tender as a whole or in part.
- 20.21** At the expiry of the contract, the contract may be extended on a month, but no later than one (1) year until the University invites tenderers to bid on the tender of this nature and based on the satisfactory performance of the service provider.
- 20.22** The Service Provider will be required to provide proof that he/she has the necessary expertise, experience and knowledge in the audit field.
- 20.23** The University reserves the right to reduce or increase the total quantity of items required in the tender.
- 20.24** The highest bidder would not necessarily have to be appointed by Univen and Univen as such reserves the right to appoint any or no one at all.
- 20.25** No sub-service providers/sub-contracting will be allowed.
- 20.26** It will be expected that the prices will be competitive and comparable with similar enterprises.

## **21 PURCO SA – SERVICE FEE**

PURCO SA – the Purchasing Consortium Southern Africa NPC – is a group-purchasing organisation for Higher Education Institutions with a membership consisting of all 26 South African Public and 2 Namibian Public Universities, 13 Associate Members and 20 TVET Colleges. This gives a total membership of 61 institutions.

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

The price proposal submitted by the Tenderer must be an all-inclusive price i.e. including the 2% service fee payable to PURCO SA.

## **22. PROTECTION OF PERSONAL INFORMATION ACT NO.4 OF 2013 (POPIA)**

Bidders agree to comply with the provisions of the POPIA when dealing or exchanging personal information of each other.

## **23. PART 2: SCOPE OF WORK AND DELIVERABLES**

The service that the Consultant is expected to provide include but not limited to:

### **23.1 Marketing and Brand Building**

The Consultant will work with the Director Marketing, Branding and Communication to ensure the development of relevant and coherent principles of communications that underpin the UNIVEN'S brand positioning.

The Consultant will provide communications support, providing marketing and branding guidance to the Marketing, Branding and Communication Team:

- 23.1.1 Media and Publications;
- 23.1.2 Media and Sound Broadcasting;
- 23.1.3 Convocation and Alumni;
- 23.1.4 Student Recruitment/Stakeholder Relations;
- 23.1.5 Event Management;
- 23.1.6 Advancement Unit;
- 23.1.7 Website Content and Graphic Design as well as Social Media;
- 23.1.8 Internal and External Communication

### **23.2 Creative Work**

The Consultant will contribute to developing innovative platforms and initiatives that helps the University better convey key and strategic messages in its endeavors to engage key stakeholders around the positive impact of the University.

### **23.3 Content Production and Publications**

The Consultant will provide support to produce a wide range of publications and reports. (Newsletter, Brochures, Annual Reports etc.) and will ensure their quality, printing, and circulations/distribution. The Consultant is expected to provide artistic and creative direction for all the University publications. Recommending innovative ways to circulate publications on the University website and social media platforms.

### **23.4 Events and Resource Mobilisation**

The Consultant will provide innovative thinking and creative direction to help design, manage and roll out thematic events such as, but not limited to public lectures, conferences, seminars, 40<sup>th</sup> anniversary celebration. This also involves branding these events.

### **23.5 Other Areas to be considered**

- 23.5.1 Data gathering;
- 23.5.2 Performing market research for the purpose of identifying relevant target markets;
- 23.5.3 Assessment of stakeholder perceptions;
- 23.5.4 Performing internal audits to ensure alignment of the University Strategic Plan by Faculties and Directorates;
- 23.5.5 Development of overall brand strategy;
- 23.5.6 Shaping of messages for different demographics;
- 23.5.7 Stakeholder service messaging;
- 23.5.8 Imparting of skills to the Marketing, Branding and Communication Team.

### **23.6 Reporting**

The Consultant will report to the Director Marketing, Branding and Communication.

### **23.7 Requirements**

- 23.7.1 Marketing, branding, graphic design and creative design expertise.
- 23.7.2 Proven capability and experience in brand building, marketing campaigns and innovative thinking.
- 23.7.3 Working experience within the Higher Education Sector, particularly Universities.
- 23.7.4 Strong network with local and international media.
- 23.7.5 Very strong editorial and communication skills.
- 23.7.6 Excellent understanding of the marketing and communication industry.
- 23.7.7 Proficiency in standard software and knowledge of best practice in social media.

### **23.8 Time Frame**

The Consultant will be contracted for twelve (12) months from the date of signing the contract.

### **23.9 Hours of Operation**

UNIVEN office hours: 08:00 – 16:30 Monday to Friday

## **24. VALIDITY OF PROPOSALS**

The Bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the submission of proposals, during which time it will maintain without change, the personnel proposed for the services together with their proposed rates.

## **25. SITE VISIT / DUE DILIGENCE**

Site visits will be conducted with shortlisted service providers to verify certain stated information or assumptions and in this instances the bidder will be obliged to provide the Univen with all necessary access, assistance and/or information which the Univen may reasonably request and to respond within the given time frame set by the Univen.

## **26. PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **26.1 EVALUATION PROCEDURES - METHODOLOGY**

The evaluation of proposals will be divided into two (2) phases:

#### **Phase 1: Pre-qualification check**

The pre-qualification check requires verification of compliance with:

Hurdle requirements as described in the proposal document; Mandatory documentation – whether all required documentation and/or certification have been included.

**Note:** No points are allocated to this phase; however, proposals that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

#### **Phase 2: Evaluation of proposals based on *Functionality* and the BBEE Preference point system as criteria:**

This phase of the evaluation is conducted in two (2) stages – first *functionality* will be assessed and then in accordance with 80/20 preference point system.

##### *Stage 1: Evaluation of functionality*

The evaluation criteria for functionality will take into account the track record and experience, expertise of staff and proposed methodology of the proposer, as well as the Proposer's technical *capacity* and *ability* to execute and maintain a contract.

**Note:** No proposal will be considered further unless the *minimum qualifying score/percentage* for functionality has been achieved.

##### *Stage 2: Evaluation in terms of the 80/20 preference point system*

Only proposals that achieved the *minimum qualifying score/percentage* for functionality will be considered further in terms of the 80/20 preference point system.

The formulae to be utilized in calculating points scored for the preference point system are included in this document.

**Stage 1** will be the calculation of points for price where the lowest proposal will score 80 points for price, while proposals with higher prices will score lower points for price on a pro-rata basis.

The following formula will be utilized to calculate the points for price in respect of proposals with a Rand value below R50 000 000 (all applicable taxes included):

$$P_s = 80 (1 - P_t - P_{min} / P_{min})$$

Where:

$P_s$  = Points scored for comparative price of proposal or Proposal under consideration;

$P_t$  = Comparative price of proposal or Proposal under consideration; and

$P_{min}$  = Comparative price of lowest acceptable proposal or Proposal.

*Stage 2: Evaluation in terms of the 80/20 preference point system*

Only proposals that achieved the *minimum qualifying score/percentage* for Functionality will be considered further in terms of the 80/20 preference point system.

The formulae to be utilized in calculating points scored for the preference point system are included in this document.

**Stage 3** will be the *calculation of points for the B-BBEE status level of contribution* where 20 points will be awarded to a proposer for attaining the B-BBEE status level of 1, and lower points will be awarded to proposer with lower B-BBEE status levels as per table below:

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

**Note:** *Non-compliant contributors* or failure to provide *certification* substantiating the B-BBEE status level of contribution will result in the Proposer being awarded zero (0) points for the preference point system.

The following evaluation method will be used;

- After the closing date of the bid invitation, appointed evaluation committee members of the University and possibly other external experts (when necessary) will evaluate the proposals of the bidders.
- The committee will individually evaluate each of the bid proposals received against the appointed criteria as provided for in Preferential Procurement Policy Framework Act of 2005 (As amended).

Prospective bidders must note the following:

- UNIVEN may request additional information, clarification or verification in respect of any information contained in or omitted from the proposal. This information will be requested in writing;
- UNIVEN may conduct a due diligence on any Service provider, which may include interviewing customer references or other activities to verify a Service provider's information and capabilities (Including visiting the Service provider's various premises and/or sites to verify certain stated information and in this instance the Service) provider will be obliged to provide UNIVEN with all necessary access and assistance;
- UNIVEN may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal;
- UNIVEN will evaluate the Proposals with reference to UNIVEN's set and approved evaluation criteria guided by the procurement policy as indicated. UNIVEN reserves the right to appoint a specialist/consultant to assist in performing such evaluations.

All proposals submitted will be evaluated on three categories:

- (i) Functionality (technical content)
- (ii) Price
- (iii) Rating of Company as per BBBEE criteria

Bids are evaluated in accordance with the preferential procurement Policy Framework Act (PPFA) of 2011, using the 80/20 split.

Firstly, the assessment of functionality must be done in terms of the evaluation criteria and the minimum threshold of 70%. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

Thereafter, only the qualifying bids are evaluated in terms of the 80/20 preference points systems, 80 points will be used for price only and the 20 points are used for BBBEE criteria.



## **EVALUATION PROCESS (CONTINUED)**

### **PHASE 2: FUNCTIONALITY AND BBBEE PREFERENCE POINT CRITERIA:**

#### **Stage 1:**    Functionality

In Stage 1 Service provider will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards.

Only Service providers scoring 70% and more will be considered for the Price and B-BBEE stage of the tender.

#### **FUNCTIONALITY EVALUATION** (100 points)

<b>Functionality Criteria</b>	<b>Weights</b>
<b>Company References:</b> Provide three positive written contactable client references on the referees letter head, related to Marketing / Branding and Communications Services which your company implemented, accompanied by contact details; *Reference check will be conducted. <b>Note: Please complete page of this document on references.</b>	<b>Maximum 20 points</b>
3 References provided	<b>15</b>
2 References provided	<b>10</b>
1 References provided	<b>5</b>
Additional (5) points where Tertiary Institutions reference were provided	<b>5</b>
0 References provided	<b>0</b>
<b>Years of company / consultant experience in the industry</b> (Company profile including history, group structure and related companies and services)	<b>Maximum 10 points</b>
More than 10 years of experience	<b>10</b>
Between 5 to 10 years of experience	<b>8</b>
Below 5 years of experience	<b>6</b>
Non submitted / no relevant experience	<b>0</b>
<b>Membership of the Public Relations Institute of South Africa (PRISA) or Similar</b>	<b>Maximum 5 points</b>
Membership of the Public Relations Institute of South Africa (PRISA) or Similar Provided	<b>5</b>
Membership of the Public Relations Institute of South Africa (PRISA) or Similar Not Provided	<b>0</b>

<b>Contract management support (Submit CV / Profile) Level of experience (provide track record) and qualifications in Marketing / Branding and Communications Services</b>	<b>Maximum 10 points</b>
More than 10 years of experience	<b>10</b>
Between 5 to 10 years of experience	<b>8</b>
Below 5 years of experience	<b>6</b>
No CV submitted	<b>0</b>
<b>Portfolio of Evidence on the following</b>	<b>Maximum 10 points</b>
Communication audits	<b>1</b>
Crisis and issue management (off-line/on-line)	<b>1</b>
Managing internal communications strategies	<b>1</b>
Managing the creative work of others and supervising their use of the creative process	<b>1</b>
Public affairs	<b>1</b>
Research and evaluating the impact of public relations interventions on the business	<b>1</b>
Risk, issue and crisis management	<b>1</b>
Understanding the different emphases of various market sectors	<b>1</b>
Understanding the implication of international developments in the media and communications channels	<b>1</b>
Writing public relations proposals	<b>1</b>
No info provided will result in 0 points scored for the items above respectively.	<b>0</b>
<b>Methodology / Contract Implementation</b>	<b>Maximum 10 points</b>
Submit overview of Marketing (2), Branding (2) and Communications Services(2)	<b>6</b>
Social Media Management, focusing on Facebook, Twitter etc.	<b>2</b>
Overview on Content Creation, highlighting procedures followed.	<b>2</b>
No info provided will result in 0 points scored for the items above respectively.	<b>0</b>
<b>Case Study (Demonstrate experience in Marketing / Branding and Communications Services (attach three previous case studies conducted in both public (2) and private sector</b>	<b>Maximum 10 points</b>
University Case Studies	<b>5</b>
One (1) Public Sector Case Studies	<b>2.5</b>
One (1) Private Sector Case Studies	<b>2.5</b>
No Info Provided	<b>0</b>

<b>Experience in the area of the Project Management (Provide CVs)</b>	<b>Maximum 10 points</b>
Submit Project Management Qualification of Project Lead = 2 points	<b>2</b>
List of project managed = 4 points	<b>4</b>
Project Management Tools Used = 4 points	<b>4</b>
Non submitted = 0 points	<b>0</b>
<b>Proof of Locality</b>	<b>Maximum 15 points</b>
Location of Business within Vhembe District Municipality = 15 points	<b>15</b>
Location of Business within Limpopo province = 10 Points	<b>10</b>
Location of Business outside Limpopo province = 5 Points	<b>5</b>
<b>TOTAL POINTS FOR FUNCTIONALITY</b>	<b>100</b>

#### **Evaluation Criteria**

- Total score is 100 points including where applicable
- If any item is not applicable to your company, indicate with "N/A". No blank box is allowed
- All Suppliers are expected to score at least 70% at this stage in order to be considered in the next stage i.e. Technical Evaluation
- Points achieved at this shall not be carried to the next stage

•

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Evaluation Outcome

26.2 **TECHNICAL CHARACTERISTICS**

- Minimum score required to succeed to the next level is 70%.
- Suppliers achieving points below the set 70% shall be disqualified from further assessment.

Table for schedule of rates:

- i) Prices shall be fixed for a period of twelve (12) months from date of appointment;
- ii) Bidders are required to quote a formula, referenced to Statistics South Africa CPIX index which shall be used for calculating any future annual price increases on the dates of annual review;
- iii) Separate prices shall be quoted and the method of their calculation, for each of the services identified on the terms of reference of this tender;
- iv) Any costs applicable to the implementation of a new printing system and procedures, including cost of training of Univen staff, computer software and hardware etc. should be shown separately from transaction costs.
- v) Pricing must be fixed and in rand value, no variables, no average costing etc.

Please see table below

**DECLARATION**

I, ..... in my capacity as ....., declare that

The information provided above is a true reflection of the capacity of our system.

Signature: .....Date: .....

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TOTAL SCORE	
TOTAL POINTS	100
%	

## **TOTAL EVALUATION**

- The total (100%) score is ..... points
- Minimum score required to succeed to the next level is 70%
- Suppliers achieving points below the set 70% shall be disqualified from further assessment.
- Points accumulated at this stage shall NOT be carried forward to the next stage

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<b>A</b>	
<b>TOTAL</b>	
<b>% score</b>	
<b>RECOMMENDATION</b>	

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## **AUXILIARY REQUIREMENTS**

### **26.3 LOBBYING AND CANVASSING**

No lobbying and canvassing by tenderers in any form to staff member or student of the UNIVEN, for the purposes of influencing the evaluation process and awarding of the tender, will automatically disqualify the tenderer from the evaluation process and subsequent consideration.

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity ..... Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

2.4 Company ..... Registration ..... Number:

.....

2.5 Tax ..... Reference ..... Number:

.....

2.6 VAT ..... Registration ..... Number:

.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO** the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**



2.11.1 If so, furnish particulars:

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

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
CORRECT.

I ACCEPT THAT THE UNIVERSITY MAY REJECT THE BID OR ACT AGAINST ME IN  
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT  
SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## SBD 8

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
 TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract**

#### **SBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
 Signature Date

.....  
 Position Name of Bidder

## CONFLICT OF INTEREST

**NB: This form must be completed by the company Director or any other person with authority to sign on behalf of the company**

I .....being a bidder to supply services to University of Venda hereby declare that:

- 1) I have not tried to influence any party at Univen with any financial and/or any other interests, either directly or indirectly, in connection with this contract
- 2) No individual or group stand to benefit materially, directly or indirectly, from award of this contract for the duration of this contract
- 3) No approaches of benefits, bribes, backhanders or any other form of unauthorised benefit were either received or made or promised and will not be entertained for the duration of this contract.
- 4) In the event that any approach was or will be made, we undertake that no such approach will be entertained
- 5) Any approach of the above shall be reported immediately to the registrar at 0159628000 or the DVC Operations on 015 962 8105
- 6) Any requests for sponsorships and/or any other approach shall not be entertained and will be reported to these offices immediately.
- 7) We shall only entertain any sponsorship request if it has been made on the official letterhead of Univen and signed by a member of the Executive management of the university or the Director: Communications and Marketing

Our company hereby consent that any breach of the above will be dealt with decisively by the university in terms of its rules and will lead to the immediate termination of the agreement and recovery of costs by the university of Venda.

Signed by: .....on this the .....day of .....20.....

Signature: .....

**Duly authorise the supplier/bidder to sign this declaration**

### DECLARATION

I, the Undersigned (name): .....hereby certify that the information furnished above is correct. I accept that the university of Venda through a representative may act against me should this declaration prove to be false

Signature: .....Date: .....

ID #: .....

Position: .....

Tender Reference #: .....



# SWORN STATEMENT

1. The information furnished is true and correct
2. If misrepresentation to gain any benefit is established, University of Venda may in addition to any other remedy it may have
  - a. Disqualify me/us (as applicant/s)
  - b. Restrict the applicant, its shareholders and directors from obtaining business from University of Venda for a period not exceeding 5 years
  - c. In the event that a contract has been concluded, recover from the supplier all costs, losses, or damages incurred or sustained as a result of the award of the contract
  - d. Cancel the contract and claim any damages suffered by having to make less favourable arrangements after such cancellation; and
3. Univen is hereby empowered to take such steps as it may require to verify information submitted, including, but not limited to, the use of independent auditors or other experts.
4. If there are any changes to the information supplied on this form, I/we will inform Univen Supply Chain Management unit immediately