



University of Fort Hare
Together in Excellence

INVITATION TO BID

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT FOR THE
UNIVERSITY OF FORT HARE**

BID NO: UFH-SCM/01/2023

CLOSING DATE: 09 FEBRUARY 2023 AT 23H45

1. INVITATION TO BID

You are hereby invited to submit a bid/proposal for the following:

RFP NUMBER: UFH-SCM/01/2023

RFP DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT FOR THE UNIVERSITY OF FORT HARE

Issue Date	18 January 2023
Closing Date for Questions	02 February 2023
Closing Date for Bid	09 February 2023
Closing Time	23:45
Bidder's Conference (briefing session)	No
Date/Time/Place for the Bidder's Conference (briefing session)	Not Applicable
Validity Period of Proposal Submission	90 Days

2. PROPRIETARY INFORMATION

UFH considers this RFP UFH-SCM/01/2023 and all related information, either written or verbal, which is provided to the respondents, to be proprietary to UFH. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish or advertise this specification or related information to any third party without the prior written consent of UFH.

3. GROUNDS FOR DISQUALIFICATION

All communication and attempts to obtain information of any kind with regards to this Proposal should be channeled to Mrs. Cwayita Bengu via e-mail at cbengu@ufh.ac.za

UFH reserves the right to **disqualify** any respondent from this Bid process if any attempts are made by that respondent to solicit information of any kind relative to this Bid/Proposal or subsequent evaluation from any other source in UFH other than the contact person as mentioned above.



University of Fort Hare
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SECTION 1

INSTRUCTIONS TO BIDDERS

FOR

BID REF-UFH-SCM/01/2023

1.0 INTRODUCTION

All our business relations are guided by these values and business practice. Our business partners and suppliers are expected to uphold, promote and share the same values and vision.

The quality, price and service that we provide our customers/students can only be as good as what we receive from our suppliers.

We strive for continuous improvement in our critical business areas and seek to establish relationships with suppliers that are equally passionate in their quest for better quality, price and service.

Procurement Philosophy

It is the policy of UFH, when purchasing products, services and works, to follow a course of optimum value and efficiency by adopting best purchasing practices in Supply Chain Management, ensuring where possible that open and fair competition has prevailed, with due regard being had to the importance of:

- The Preferential Procurement Policy Framework Act (PPPFA) and its 2017 Regulations;
- Balancing the commercial viability of our business with the government of the Republic of South Africa's development agenda of promoting Broad Based Black Economic Empowerment (BBBEE).
- Promoting, developing and supporting where practicable and within the procurement legal framework, businesses from Exempted Micro Enterprises and Qualifying Small Enterprises, that are 51% or more Black Owned.
- The promotion of domestic suppliers and where purchases are from abroad, fostering development of local suppliers in accordance with the government's developmental objectives and policies applicable to certain designated sectors.
- The development, promotion and support for the moral values that underpin the above, in terms of UFH's Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within UFH.

2.0 CONDITIONS OF BID & CONTRACT

- 2.1 The Bidder/s accepts that this document and its associated documents do not constitute any contractual relationship between UFH and the Bidder/s and the acceptance of any Bid/s by UFH will not constitute any contractual relationship between UFH and any Bidder/s. The acceptance of any Bid/s will only indicate without any obligations on the part of either UFH and/or a Bidder/s, the willingness of such Parties to enter into negotiations, which may or may not result in a Contract.
- 2.2 UFH reserves the right to undertake physical evaluations on shortlisted Bidder/s.
- 2.3 UFH will from time to time and during the contract with the Bidder, conduct market analysis of technology changes and prices for services and products to ensure that it is charged reasonable and technology is up to date.
- 2.4 The Bidder/s agrees that during the contract period prices based on the impact of volumes, productivity improvements and sharing of risk may be negotiated.
- 2.5 The Agreement will be a non-exclusive Agreement and UFH reserves the right to purchase at its discretion service from any other service provider. UFH does not warrant that it will use any minimum quantity of the service from the successful Bidder/s.
- 2.6 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disqualified.
- 2.7 A bid or the award of a Contract may at any stage be suspended or set-aside for certain reasons which may include amongst other, non-compliance with internal approved procedures or law.

2.8 In the event of suspension or set-aside in 2.7, the Bidder accepts that it shall have no claim of whatsoever nature against UFH.

3.0 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

3.1 The specification is the intellectual property of UFH.

3.2 Copyright of all documentation relating to this assignment belongs to UFH. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

3.3 All the intellectual property rights arising from the execution of this Agreement shall vest in UFH and the Bidder undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

3.4 In the event that the Bidder would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from UFH.

3.5 UFH shall own all materials produced by the Bidder during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP UFH shall be entitled to freely cede and assign to parties nominated by UFH.

3.6 This clause 3.0 shall survive termination of this Agreement.

4.0 GUIDELINE ON COMPLETION OF SUBMISSION

4.1 Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefor. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in this manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, UFH will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.

4.2 UFH will interpret YES as full compliance/acceptance to the applicable paragraph. NO will be interpreted that the Bidder/s has/have read and understood the paragraph, but the Bidder/s does/do not comply/accept the content of the applicable paragraph.

4.3 Alternative Bids by the Bidder/s will be evaluated and considered at UFH's sole discretion.

4.4 BIDDER/S SHALL KEEP A COPY OF THEIR BID AND RESPONSE FOR FUTURE REFERENCE.

5.0 SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

6.0 ENQUIRIES

Enquiries regarding this Bid should be submitted in writing to UFH at the following address:

Attention: Mrs Cwayita Bengu
Email: cbengu@ufh.ac.za

7.0 QUESTIONS AND CLARIFICATIONS

- 7.1 Enquiries should reference the specific Bid number, section, document and paragraph number, where appropriate.
- 7.2 The questions and clarifications must be faxed or emailed to the details in 8.0 above.
- 7.3 If appropriate, the clarifying information will be made available to all bidders by e-mail only.
- 7.4 The closing date for questions is as mentioned in the Cover Sheet.

8.0 INSTRUCTIONS FOR THE SUBMISSION OF A BID

- 8.1 Except for Bids required to be submitted electronically or in any other manner specified by UFH, all Bids must be submitted in a sealed enveloped marked:

Tender number	:	<i>UFH-SCM/01/2023</i>
Tender for	:	<i>Appointment of a service provider to Conduct a Skills Audit for the University of Fort Hare</i>
Closing Date / Time	:	<i>09 February 2023 at 23.45</i>
Name & Address of the Bidder	:	<i>Postal or Physical Address</i>

- 8.2 **Bids submitted in terms of 10.1 must be submitted electronically at:**

tendersubmissions@ufh.ac.za

- 8.3 Bids can be submitted at any time electronically before the closing date and time.
- 8.4 All bids must be submitted in this document. This document must, under no circumstances, be retyped.
- 8.5 All bids must be submitted in English.

9.0 LATE BID SUBMISSIONS

- 9.1 Late submissions of Bids **will NOT be considered** for evaluation and will be returned un-opened to the Bidder/s at the Bidders' own costs accompanied by an explanation to the effect that it is late.
- 9.2 A submission will be considered late if it arrives one second after 23:45 or any time thereafter. The electronic bid box shall be locked at exactly 23:45 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

10.0 PAYMENTS

- 10.1 Subject to 16.0 below, final payment terms will be negotiated with the successful bidder before awarding the bid.
- 10.2 UFH will pay the successful Bidder the Fee as set out in the final contract. No additional amounts will be payable by UFH to the successful Bidder.
- 10.3 The successful Bidder shall from time to time during the duration of the contract, invoice UFH for the services rendered. No payment will be made to the successful Bidder unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to UFH.
- 10.4 Payment shall be made into the successful bidder's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).
- 10.5 The successful Bidder shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.

11.0 WARRANTIES

- 11.1 The Bidder warrants that it is able to conclude and deliver on this Agreement to the satisfaction of UFH.
- 11.2 Although the Bidder will be entitled to provide products or services to persons other than UFH, the Bidder shall not without the prior written consent of UFH, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the Bidder to provide the products or services.

12.0 RETENTION

- 12.1 On termination of this agreement, the successful bidder shall on demand hand over all documentation, information, software, etc., without the right of retention, to UFH.
- 12.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

13.0 SELECTION

- 13.1 Before the award of this Bid, UFH reserves the right to enter into a phase of negotiation to ensure the optimum solution in terms of the specified requirement for UFH with Bidder/s in order to establish a mutually acceptable solution. UFH will however not be bound to enter into any contract with any party, should negotiations fail to produce mutually acceptable conditions.
- 13.2 Should UFH consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder.
- 13.3 UFH may request documentary proof of any information supplied by the Bidder/s. Failure to comply with request will lead to disqualification.
- 13.4 Should UFH consider it necessary, UFH will visit the Bidder's customer sites.
- 13.5 UFH reserves the right:

- 13.5.1 To cancel this Bid or any part thereof at any time;
- 13.5.2 Not to accept any Bids
- 13.5.3 To contact any Bidder/s during the evaluation period, to clarify information only, without informing other Bidder/s
- 13.5.4 To either appoint one or more Bidders on national basis or award the contract on a regional basis to one or more Bidder/s
- 13.5.5 To cancel the award and where applicable also terminate any contract entered into with the Bidder on lawful reasons
- 13.5.6 In the event of cancellation and termination, the Bidder accepts that it shall have no claim of whatsoever nature against UFH.

14.0 NEGOTIATIONS

- 14.1 UFH has the right to enter into negotiation with a prospective bidder or prospective bidders regarding any terms and conditions, prices, B-BBEE, technical/functionality requirements, etc.
- 14.2 UFH shall not be obliged to accept the lowest priced bid, quotation, offer or proposal.
- 14.3 Notwithstanding 12.1 above or any other provision of these terms and conditions of Bids, UFH may enter into negotiations described in 15.1 at any time before and after the award or signing of contract with the Bidder.
- 14.4 Should there be no agreement reached within a period of twenty (21) days of negotiations post the award or signing of agreement, UFH may set-aside the award or cancel the agreement.

15.0 BID PRESENTATIONS

- 15.1 UFH reserves the right to invite bidders for presentations before the award of the bid.

16.0 FORMAT OF BIDS

- 16.1 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and in detail describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensible service documentation will result in rejection of the offer.
- 17.2. The following documentation forms part of the Bid and must where applicable and specified hereto, be duly completed & returned in the Bidders response to this RFP. All bidders, for purpose of the bid evaluation, are required to submit the following information:
 - i. Background and profile of the bidder
 - ii. BEE certificate or sworn affidavit
 - iii. Pricing Schedule
 - iv. Provision of PPE capacity and experience

17.0 BIDDERS' CONSENT TO PROCESSING OF PERSONAL INFORMATION

The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPI") includes the right to protection against unlawful collection, retention, dissemination and use of personal information.

In terms of section 18 of POPI, if personal information is collected UFH, as responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.

In fulfilment of its statutory and contractual obligations, it is necessary for UFH to provide its counterparts and relevant authorities with personal information of the Bidder, which personal information may include but not limited to the Bidder's registration details with all the relevant regulatory authorities such as SARS, CIPRO and National Treasury.

The personal information may be distributed by UFH' to its counterparts and relevant authorities usually by electronic means, in the form of an email or any other means.

The personal information collected or processed, is necessary for purposes of discharging statutory and contractual obligations of UFH.

In signing this document, Bidders hereby consent to the use of their personal information described herein.



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SECTION 2

TERMS OF REFERENCE

FOR

BID REF-UFH-SCM/01/2023

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1. BACKGROUND

The University of Fort Hare's 2022-2026 Strategic Plan, which was approved by Council in 2021, articulates its 'strategic focus' – statements of vision, mission and values, and the new institutional goals and aligned objectives. There are implicit strategic shifts underpinning the adoption of the new strategy and these shifts must bring about greater focus and responsiveness to the needs of students and enable the University to make optimal use of its resources, whilst strengthening governance and leadership towards building a service culture. The Vice-Chancellor and Principal, Professor Sakhela Buhlungu, has identified the decade of 2020 to 2030 as a "*decade of renewal*" for the university. This theme of renewal is the driving strategy for the institution and will permeate all engagements and processes at UFH and facilitate the achievement of its vision of becoming a globally competitive higher education institution which can claim its rightful place among the top universities of Africa and the world.

Given the new strategic plan, the new strategic focus has necessitated a re-evaluation of the current organizational structure, to ensure that the university structure (people, processes, systems, resources) is 'fit for purpose' to drive delivery of the strategy. Failure to have an effective, fit for purpose organizational structure for the UFH will not only affect the health of the institution, but employee loyalty, motivation and job satisfaction negatively. The decision by University management to review the institution's organizational structure is to ensure that resources are organized in such a way that the institution is able to deliver on its strategy. This review and realignment of the University's organizational structure will ensure that a streamlined and integrated institutional framework is established, that the institution is effectively capacitated through placement of employees into the aligned structure and that the University's organizational structure is correctly enabled to deliver against its mandate and to maximize organizational results.

The review of the organizational structure will give an indication of the type and levels of skills required in the University. The institution will therefore have to establish and understand what skills and knowledge it currently has and this will be done through a skills audit. The main purpose for conducting the skills audit is to identify the skills and knowledge that the University requires now and, in the future, as well as the skills and knowledge that it currently has, and then comparing these two sets of data. The skills audit process should ultimately provide the University with information which it can use for purposes of internal employee selection so as to ensure that the correct person is deployed in the appropriate position when populating the new organizational structure. The person to post matching exercise will be concluded jointly between the service provider and the University. Through this process the University will also be able to identify the training needs of all employees.

2. PURPOSE OF THE TERMS OF REFERENCE (TOR)

2.1 The purpose of these terms of reference is to invite suitably qualified and experienced service providers to submit formal proposals for consideration resulting in the appointment of a successful service provider that fully meets the requirements of the University as detailed in this document, conduct a fair evaluation, and select the organization deemed most suitable to undertake the project

2.2 As the University embarks on this journey of renewal and that of Reviewing and Redesigning its Organizational Structure, the institution wishes to secure the services of a service provider that will conduct a Skills Audit among the permanent staff of the University of Fort Hare and facilitate the matching and placement of staff in the newly approved organizational structure, in collaboration with the line managers, Heads of Department and Deans. The Skills Audit exercise will exclude MEC and EMT members who have already undergone assessments in the Executive Coaching Programme.

2.3 Through these Terms of Reference (TOR), the University of Fort Hare (UFH) is looking to partner with an organization, organizations, or service providers who have proven, extensive experience, and significant expertise, to conduct the Skills Audit, including psychometric testing/assessments. The outcome thereof will assist with staff placement in the new organizational structure.

3. OBJECTIVES OF THE TOR

- 3.1 The objectives of this RFP are to elicit proposals from service providers to:
- a) Conduct a Skills Audit among permanent employees to assess their current skills sets and competencies
 - b) Determine the skills gaps of employees, based on the ideal skills sets in the Job profiles and in the Skills and Competency Matrices of the different job families, which have already been developed
 - c) Identify the skills gaps for individual employees and recommend targeted training and skills development interventions for them.
 - d) Develop and propose person-to-post matching recommendations to management based on the outcome of the skills audit
 - e) Generate, present and consolidate a skills audit report and recommendations.

3. SCOPE OF THE REQUIRED SERVICE

- a) This project is about establishing what the current competencies and skills of each individual in the University are and at what level they are, measuring these against the predefined sets of skills and competencies required to fulfil each specific role,
- b) The service provider will also be expected to conclude a person to post matching exercise which will guide/ inform the process of placing staff on the new approved organogram.
- c) The focus of this exercise will be on the assessment of staff on the generic behavioral, leadership and technical /functional competencies required for each position as per the Job profiles, competency matrices and Framework already developed

3.1 Target groups

All permanent University employees

3.2 Place of delivery

Services will be provided in the Alice and East London campuses either virtually or in person or both.

3.3 Required profile and tasks of the Service Provider

3.3.1 Qualifications and experience of team members and company experience: The successful service provider must fulfil the following requirements:

- a) The service provider shall be a company, partnership operating in the field of either HR, Training and Development, Organisation Development, Leadership Development, Business Management, Psychology, Social Science or related field
- b) Have a proven track record for managing projects of a comparative size and nature;
- c) Have a proven written track record in conducting a Skills Audit in organizations of a similar nature and size
- d) Must demonstrate capacity and experience on managing projects of a comparative size and nature preferably in a similar environment
- e) Have sound knowledge of the higher education sector;
- f) The successful service provider will be required to provide the expertise, qualifications, and experience Consultants/ Project Team to successfully deliver the Skills Audit
- g) Suitably qualified and experienced technical personnel must be assigned to this project
- h) The bidder must have administrative capacity to handle a project of this nature and size, as well as personnel with the qualification and experience required as specified in this

document. The assessment of whether or not the company has the capability and administrative capacity to manage and undertake this project will be based on the size of companies they have worked with before as well as on the magnitude of similar projects they have undertaken in the past, as well as the size and capacity of the team that will do the work as per their proposal.

- i) The bidder must provide a detailed project budget breakdown for all stages and phases within the project.
- j) A list of the five (5) Skills Audit projects that the bidder successfully completed, 3 of these must have been in the last five (5) years, each signed off by the Accounting Officer of the organisation where these services were provided or his/her delegated is required.
- k) The bidder must submit a summary of the above-mentioned projects in the format presented below:

	NAME OF PROJECT	PROJECT DESCRIPTION	PROJECT PERIOD (START DATE – END DATE)	CONTRACT VALUE (INCL. VAT)	CLIENT NAME	CLIENT CONTACT TEL.
1.						
2.						
3.						
4.						
5.						

<p>I. NAME OF PROJECT:</p> <p>II. NAME OF CLIENT:</p> <p>III. CLIENT CONTACT DETAILS</p> <p>IV. CONTACT PERSON:</p> <p>V. ROLE IN PROJECT:</p> <p>VI. CONTACT TEL NO:</p> <p>VII. CONTACT CELL:</p> <p>VIII. PROJECT START DATE:</p> <p>IX. PROJECT COMPLETION DATE:</p>

X. CONTRACT AMOUNT (INCL. VAT):

XI. SUMMARY OF PROJECT (MAXIMUM 200 WORDS)

NOTE: PLEASE ATTACH A REFERENCE LETTER FROM THE CLIENT INDICATING SUCCESSFUL COMPLETION OF THE PROJECT AS PER THE CLIENT'S BRIEF.

3.3.2 Qualifications of Consultants/ Project Team

- a) At least NQF 8 qualification in Human Resource Management, Management Studies, Public Relations, Organisational Development, Organization Psychology or related field.
- b) All Consultants/team members must have at least 3 years previous demonstrated experience in doing work related to conducting Skills Audits.
- c) To this end, the CV's of the Consultants/team members should provide evidence of assignments on Skills Audits and staff matching and placing work undertaken by each Consultant/Team Member, clearly indicating the role they played in each of these assignments.
- d) **At least 1 reference letter from each of the previous clients attesting to the above must be provided for each Consultant/Team Member (only applicable to consultants not administrative staff)**

Experience, Knowledge and Skills:

- a) Experience and/or certification in Human Resource and Change Management.
- b) Ability to demonstrate track record of effective communication with technical and business leaders at all levels within large enterprises.
- c) Excellent communication skills, strong organizational skills and attention to detail are essential.
- d) Knowledge of change management principles and methodologies

3.3.3 Qualifications of Lead Consultant

- a) At least NQF 9 qualification in Human Resource Management, Management Studies, Public Relations, Organisational Development, Organization Psychology or related field.
- b) In addition to the above, the Project Leader must have successfully managed at least 3 projects on conducting Skills Audits and staff matching and placing and must have a minimum of 5 years' experience in managing projects of a similar nature,
- c) **At least 3 reference letters from previous clients attesting to the above must be provided**

Experience, Knowledge and Skills:

- a) Experience and/or certification in Organisational Design and Development
 - b) Ability to demonstrate track record of effective communication with technical and business leaders at all levels within large enterprises.
 - c) Excellent communication skills, strong organizational skills and attention to detail are essential.
 - d) Knowledge of change management principles and methodologies.
- **Please complete a summary detail of the main Project Team in the format shown below:**
 - **Please attach recently (last 6 months) certified copies of academic qualifications and CV for each of the project team members, highlighting specific and relevant qualifications and experience.**

	FULL NAME	ROLE IN PROJECT	CURRENT ACADEMIC QUALIFICATIONS	KEY AREA OF SPECIALISATION	YEARS OF EXPERIENCE IN INDUSTRY	PROFESSIONAL REGISTRATION
1.						
2.						
3.						
4.						
5.						

Key personnel may only be replaced by the personnel with similar expertise over the life of the contract and written permission must be obtained from the University before replacements are made

3.3.4 Confidentiality, information and data protection issues

As the service provider might come in contact with confidential information during the course of their work with the University, the strictest confidentiality is required of all the consultants. Therefore, they are bound by rules of confidentiality, regarding all information received in oral or written form during the course of their activities at the UFH

3.4 PROJECT DELIVERABLES

3.4.1 The successful service provider will deliver the following;

- a) A fully detailed proposal with clear and measurable deliverables, milestones and expected results, clearly indicating an understanding of the terms of reference,

- b) A detailed methodology and work plan indicating how the objectives of the assignment will be achieved, using accepted and proven organisational design and development methodologies for carrying out the assignment
- c) A detailed project implementation and management plan that outlines the details of all the elements of the Skills audit process from development to roll-out;
- d) Develop a detailed Project Plan addressing the objectives and deliverables of the project and obtain approval from the Project Manager.
- e) Develop a comprehensive communication plan for the Skills Audit project that will show Pre-project Communication, during the Project Communication and post project Communication.
- f) Develop the tools for the Skills Audit and get them approved by the UFH
- g) Conduct Skills Audit of current staff, including Skills Gap Assessments and Analysis.
- h) Develop a comprehensive and costed Skills Development Action Plan to bridge the skills gaps identified within the UFH
- i) Conduct a staff skills audit on employees at level 5 and below, including psychometric testing/assessments which must be agreed upfront with the Project Manager
- j) Compare skills requirements for each post (as per Job Description/ Position Profile) with the audited actual skills of each individual and prepare a report on these
- k) Do a person- to- post- matching, linking individual employees to the posts on the new structure based on the skills they actually possess as per the above report (matching process) and recommend these to management
- l) Identify gaps in the technical competencies of individuals, using the skills audit results and prepare individual reports.
- m) Recommend concrete training and development plans and time frames for addressing skills gaps for each individual
- n) Provide feedback to individuals and their supervisors in conjunction with identified UFH officials
- o) The above exercise will be conducted through direct engagements with relevant employees.
- p) Develop and submit a Competency and Skills Audit Project report, with clear recommendations and interventions.
- q) Produce a close out report at the conclusion of the project and present it to Executive Management, highlighting observations, areas needing future focus, etc. The report will sum up the entire process

3.4.2 Communication and Reporting

The successful service provider/bidder will:

- a) The service provider shall report to and work in close cooperation with the Project Manager and the Project Champion and other officials as may be considered necessary during the execution process.
- b) Facilitate biweekly face to face feedback and progress report meetings which will be held either in East London or Alice or virtually
- c) Be responsible for producing the minutes of these meetings which should be circulated by no later than 5 working days after each meeting;
- d) Produce weekly Progress Reports/Project Status Reports, any other reports as and when required;
- e) Enter into a contractual agreement in the form of a Service Level Agreement with the University of Fort Hare, which must be in place before the commencement of the contract.
- f) Tools and resources required to carry out the work will be the responsibility of the service provider
- g) All materials and documents accessed during the conduct of this consultancy remain the property of the University and are not authorized for use by the consultants for any other purpose than for the effective conduct of the assignment.
- h) Reasonable travel, as required under this assignment, is authorized and should be included in the bid price.

3.5 PERIOD OF ENGAGEMENT

The project will be implemented over a period of 3 months, from May to July 2023 and will be conducted among approximately 600 employees, ie staff at level 5 and below. The contract could be extended, depending on any additional needs and also subject to budget availability

4. MANDATORY PROPOSAL REQUIREMENTS

4.1 The following conditions are mandatory requirements of the TOR, and failure to adhere to any of them will automatically invalidate your proposal.

Description of requirement	YES/N O	Comment (Reference page/s to the proposal)
a) A comprehensive company/service provider profile that outlines legal name and trading name of the business, the physical business address, period of existence, numbers of		

staff and their respective levels of experience, clients (distinguish and clarify the services provided), and BBBEE credentials.		
b) An original valid Tax Clearance Certificate must be submitted together with the formal proposal/bid.		
c) A valid BBBEE certificate issued by SANAS approved verification agency must be attached to the proposal/bid or a certificate of exemption issued by the relevant authority.		

5. EVALUATION CRITERIA

5.1 The service provider shall be shortlisted and selected based on the overall merit of its proposal, cognisant of the following guiding criteria;

Phase One

STAGE 1

CRITERIA FOR FUNCTIONALITY	POINTS
FUNCTIONALITY	100
ASSIGNMENTS OF A SIMILAR NATURE SUCCESSFULLY UNDERTAKEN BY THE BIDDER / SERVICE PROVIDER	20
<p>I. A complete list of the five (5) Skills Audit and Person to Post Matching projects that were successfully completed. These must be signed off by the accounting officer or his/her delegated official of the organisation where the work was undertaken and must be on company letterheads (5 points)</p> <p>II. The bidder must list indicate how many of the above-mentioned projects have been completed in the last five (5) years. There must be at least three (3) of these for the bidder to qualify for full points. The bidder must submit a summary of the projects as per the format in the Table on page 6 and 7 fully completed. (5 points or zero points)</p> <p>III. The bidder must clearly indicate the specific processes and system they have successfully used before for Skills Auditing and Person to Post Matching which will be used in this project. The information must be backed up by evidence from companies that the service provider previously worked for, which must be signed by the client and must be on the company letterheads (5 points)</p>	

<p>IV. The bidder must have administrative capacity to handle a project of this nature and size, as well as personnel with the qualification and experience required as specified in this document. The assessment of whether or not the company has the capability and administrative capacity to manage and undertake this project will be based on the size of companies they have worked with before as well as on the magnitude of similar projects they have undertaken in the past, as well as the size and capacity of the team that will do the work as per their proposal. (5 points).</p>	
<p>NB: <u>Reference letters from clients</u>, with contactable details & details of assignments undertaken, as in page 7, must be attached in order to be allocated points</p>	
<p>HUMAN RESOURCE CAPACITY</p>	<p>30</p>
<p><u>CONSULTANTS/ PROJECT TEAM</u></p>	
<p>Consultants/team members to be used must have:</p>	
<p>I. At least NQF 8 qualification in Human Resource Management, Management Studies, Public Relations, Organisational Development, Organization Psychology or related field. Please attach recently (last 6 months) certified copies of academic qualifications, as well as a CV for each of the project team members highlighting specific and relevant qualifications and experience (5 points)</p>	
<p>II. All Consultants/team members must have at least 3 years previous demonstrated experience in doing work on Skills Audits and person to post matching. (10 points)</p>	
<p>III. To this end, the CV's of the Consultants/team members should provide evidence of Assignments on Skills Audits and person to post matching undertaken by each Consultant/Team Member, clearly indicating the role they played in each of these assignments. (5 points)</p>	
<p>If any one of the above does not meet requirements (0 points) must be allocated</p>	
<p><u>PROJECT LEADER</u></p>	
<p>In addition to the above, the Project Lead must have:</p>	
<p>I. At least NQF 9 qualification in Human Resource Management, Management Studies, Public Relations, Organisational Development, Organization Psychology or related field.</p>	
<p>II. Must have successfully managed at least 3 projects on Skills audit and person to post matching and must have a minimum of 5 years' experience in managing projects of a similar nature, i.e including Change Management. At least 3 reference letters from previous clients attesting to the above must be provided. (10 points)</p>	

CVs of Consultants/Team Members, Project Leader as well as the role each individual played in previous similar assignments must be attached.	
IMPLEMENTATION PLAN AND METHODOLOGY	50
<ul style="list-style-type: none"> • A fully detailed proposal with clear and measurable deliverables, milestones and expected results, clearly indicating an understanding of the terms of reference, demonstrating how the bidder will execute the contract successfully, highlighting how each of the “Project Deliverables” will be achieved. • A detailed methodology and work plan indicating how the objectives of the assignment will be achieved, using accepted and proven change management methodologies for carrying out the assignment • A detailed project implementation and management plan that outlines the details of all the elements of the Skills Audit and Person to position match programme from development to roll-out; • Comprehensiveness and completeness of the Proposal, i.e. the extent to which the proposal covers the expected Project Deliverables as stated in this document under Scope of Project and Project Deliverables (20 points) • Comprehensiveness, completeness and clarity of the methodology and work plan with regard to how the “Scope of Services Required” of this document will be addressed (20 points) • Clear and realistic timeframes for project implementation and management plan, expected results and impact thereof (10 points) 	

(Bidders that meet all of the above conditions proceed to phase two of the evaluation criteria)

- **Phase Three** – 80:20 Preference points system shall apply to all those bidders that have progressed to this phase. 80 points shall represent points allocated for price wherein the cheapest price obtains maximum 80 points, while 20 points shall represent BBEE points wherein level one BBEE contributor shall get maximum points. (To claim BBEE points, a valid BBEE certificate issued by SANAS approved verification agency must be attached and relevant form contained in the bid document must be completed).
- The BBEE points shall be allocated 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

6. PROPOSAL FORMAT AND SUBMISSION

6.1 HEADINGS WITHIN OVERALL SUBMISSION

Section A: Service Provider Cover letter & Company Profile (with references)

Section B: Completed returnable formal bid document

Section C: Pricing Schedule, Executive Summary & Formal Proposal

Section D: Mandatory documents

Should there be any need for sub-headings, all sub-headings must be within the headings as highlighted above. Please note that, the proposal must contain the following information;

6.2 COMPULSORY PRE-TENDER BRIEFING

NO COMPULSORY BRIEFING SESSION

6.3 SUBMISSION OF PROPOSALS

- a) Formal valid proposals shall be submitted electronically to tendersubmissions@ufh.ac.za before **09 February 2023 at 23h45 (No late submissions will be accepted)**. Tenderers must ensure that email submissions request a “delivery” and “read” receipt.
- b) For Supply Chain Management related enquiries, please contact: Ms Cwayita Bengu through the following details:
Email: cbengu@ufh.ac.za

7. GENERAL CONDITIONS OF THE TOR

- a) The University of Fort Hare has no contractual obligation to accept any RFP received. Responses received will not give rise to any contractual agreement.
- b) No telephone or any other form of communication with any other University of Fort Hare staff, other than the office of the Supply Chain Manager, relating to this RFP will be permitted.
- c) All enquiries regarding this RFP must be in writing and emailed to cbengu@ufh.ac.za
- d) No late submission shall be accepted. The onus is on the bidder to ensure that bids are submitted on the email: tendersubmissions@ufh.ac.za by the closing date and time. The University accepts no responsibility for delays in delivery for any reason whatsoever. Please see 7.3 (a) above for email submissions.
- e) The University of Fort Hare shall not be held liable for any costs incurred for the preparation of proposals to be submitted and any other costs that may arise as a result of responding to this RFP.
- f) The University reserves the right to make decisions in the best interest of the University.
- g) The Service provider shall indemnify the University of Fort Hare against all claims, losses, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights or such other statutory infringements in respect of all hardware and software supplied.
- h) The Service provider shall bear the risk of loss or damage to the services to be supplied under this agreement.
- i) The Service provider shall be responsible for any loss or damage to University of Fort Hare property for the duration of the contract.
- j) The Service provider shall indemnify the University of Fort Hare against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the University of Fort Hare may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any work executed by the Service provider under this contract or shall be alleged to be attributable to some defect in the goods.

- k) The successful service provider shall enter into a Service Level Agreement with the University of Fort Hare to be signed within 30 days after the award is made. The service provider shall be notified of acceptance in writing.
- l) The University reserves its right not to make an award in respect of this bid and or not to accept the bid with the highest points.
- m) No Joint Ventures or partnerships shall be accepted.
- n) Submission of audited and signed financial statements is compulsory. Failure to do so will result in your bid being disqualified on phase one of the evaluation process.
- o) Bidders may be required to make an oral presentation to a bid evaluation panel, at a time and venue to be advised by the panel.
- p) All costs of any nature whatsoever related to the preparation and submission of this bid, including but limited to the intended presentation by any of the short-listed bidders, are for the account of the bidder.
- q) The University reserves the right not to proceed with this project at any time, and is not liable for any costs or other expenses incurred by bidders as a result thereof.
- r) The University reserves the right at its discretion to share all information and findings with any other higher education entities worldwide, provided such information has not been marked as confidential. This will be done for benchmarking purposes.
- s) The acceptance of any bid is at the sole discretion of the University, and the University will not necessarily accept the lowest and or any bid and is not obliged to give any reason for its decision. Information regarding the bid evaluations may not be published or discussed with any of the bidders.
- t) The University's decision will be final.

8. PRICING SCHEDULE

- 9.1 Fees must be quoted in South African currency and must be inclusive of VAT.
- 9.2 All fees must be completed per the pricing schedule (SBD 3 form contained in the formal bid document must be completed for the pricing schedule provided), and any cost related to other value-added services should be submitted in a separate page.
- 9.3 Offers must be valid for a period of 60 calendar days.
- 9.4 The bidder should state the proposed basis of any increase in the fees for the subsequent years.
- 9.5 Fees should state a fee including Value Added Tax.

9.6 Any other value-added services offered should be submitted in a separate document.

Price Declaration Form

Dear Sir,

Having read through and examined the Bid Document, Bid Ref no. **UFH-SCM/01/2023**, the General Conditions, and all other Annexures to the RFP Document, we offer to provide annual Internal audit services to the UFH and its major subsidiaries at the following total amount:

R..... (Excluding VAT)

In words

R..... (Excluding VAT)

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that UFH and its major subsidiaries will incur no additional costs whatsoever, other than in respect of VAT, over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by the UFH.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs, which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED AT _____ on ___ day of _____ 2021

SIGNATURE _____

NAME AND DESIGNATION _____

FOR AND ON BEHALF OF:

COMPANY NAME: _____

TEL NO.: _____

FASCIMAIL: _____

CELL NO: _____



University of Fort Hare
Together in Excellence

SECTION 3

STANDARD BIDDING DOCUMENTS (SBD)

FOR

RFP NO.: UFH-SCM/01/2023

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UNIVERSITY OF FORT HARE					
BID NUMBER:	UFH-SCM/01/2023	CLOSING DATE: 09 FEBRUARY 2023		CLOSING TIME:	23:45
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT FOR THE UNIVERSITY OF FORT HARE				
BID RESPONSE DOCUMENTS MAY BE EMAILED IN THE EMAIL ADDRESS BELOW ON OR BEFORE THE CLOSING DATE					
tendersubmissions@ufh.ac.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MRS CWAYITA BENGU		CONTACT PERSON	MS XOLISA HLOMA	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	cbengu@ufh.ac.za		E-MAIL ADDRESS	xhloma@ufh.ac.za/dehlers@ufh.ac.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: (N/A)	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

NO

YES

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

NO

YES

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO.: UFH-SCM/01/2023
CLOSING TIME 23:45 2023.	CLOSING DATE: 09 FEBRUARY

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO INCLUDED)	DESCRIPTION	BID	PRICE	IN	RSA
		** (ALL	APPLICABLE		TAXES

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

PERSON AND POSITION RATE	HOURLY RATE	DAILY
-----	R-----	-----
--		
-----	R-----	-----
--		
-----	R-----	-----
--		
-----	R-----	-----
--		
-----	R-----	-----
--		

PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	R-----	-
-----	R-----	-
-----	R-----	-
-----	R-----	-
-----	R-----	-
-----	R-----	-

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL:

R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost,etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY	
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²):
.....

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 / persal numbers must be indicated in paragraph 3 below.

¹“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.

²“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 the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

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:

2.7.3 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**

2.7.4 If so, furnish particulars:

2.7.4.1 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:

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity
as.....accept your bid under reference number
.....dated.....for the rendering of services indicated hereunder and/or further
specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the
contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

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 supply chain management system.
- 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <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:		

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

I, the undersigned, in submitting the accompanying bid:

UFH-SCM/01/2023 – APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A SKILLS AUDIT FOR THE UNIVERSITY OF FORT HARE

(Bid Number and Description)

in response to the invitation for the bid made by:

UNIVERSITY OF FORT HARE

(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
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 consortium³ 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.
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



University of Fort Hare
Together in Excellence

SECTION 4

GENERAL CONDITIONS OF CONTRACT

and/or

SPECIAL CONDITIONS OF CONTRACT

FOR

RFP NO.: UFH-SCM/01/2023

UFH GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier 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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
- 8.8 Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.9 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk

and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a

provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 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).
- 34.2 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.
- 34.3 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.



University of Fort Hare
Together in Excellence

SECTION 5

CONSENT TO PROCESSING OF PERSONAL INFORMATION

FOR

RFP NO.: UFH-SCM/01/2023

1. USE OF PERSONAL INFORMATION

- 1.1. The Bidder voluntarily submits this bid/document containing personal information, for the purposes of **UFH-SCM/01/2023**
- 1.2. UFH hereby provides hereto information in respect of its processing of Bidder's personal information for the purposes of **UFH-SCM/01/2023** and the Bidder hereby provide the consent required by UFH for processing purposes.
- 1.3. UFH is committed to protecting Bidder's privacy and recognises that it needs to comply with statutory requirements in collecting, processing and distributing of personal information.
- 1.4. The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPI") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. In terms of section 18 of POPI, if personal information is collected UFH, as responsible party, must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.
- 1.5. In order to process **UFH-SCM/01/2023** and make award to a successful Bidder, it is necessary to provide UFH' counterparts, relevant authorities and development incubators with personal information of the Bidder, which personal information includes, but is not necessarily limited to the Bidder's company's Director/Shareholder and registration details with relevant authorities such as SARS, CIPRO, National Treasury etc. This information is distributed to UFH' counterparts, relevant authorities and developmental incubators usually by electronic means in the form of an email or any other means. This personal information is necessary for purposes of processing RFP UFH-SCM/01/2023, discharge of contractual and legislative obligations of UFH.
- 1.6. In accordance with POPI, UFH hereby provides the following information:

1.6.1	<i>Type of Information</i>	Company registration information (e.g. registration numbers, SARS or tax information, CSD, shareholder/director information)
1.6.2	<i>Category of information</i>	Personal information for furthering the objectives of the UFH-SCM/01/2023.
1.6.3	<i>Purpose</i>	Required for purposes of processing UFH-SCM/01/2023 and to discharge legislative obligations.
1.6.4	<i>Source</i>	Bidder (data subject) directly.
1.6.5	<i>UFH details (Responsible Party)</i>	Chief Information Officer or UFH website.
1.6.6	<i>Voluntary/Mandatory</i>	Bidder is required to provide the information voluntarily and understands that same is mandatory for purposes of processing UFH-SCM/01/2023 and to discharge legislative obligations.
1.6.7	<i>Legal Requirement</i>	UFH may be required, directly or indirectly, in terms of public procurement regulatory framework, policies and other statutes such as the Financial Intelligence Centre Act 38 of 2001, King 4 or similar statutes, to collect the information in order to report to the Minister representing its shareholder or other Government structures and for

		responsible record keeping, statistical and any other purpose.
1.6.8	<i>Contractual Requirement</i>	The information is required in terms of the Terms and Conditions of this UFH-SCM/01/2023 and as well as a potential business agreement with a successful Bidder.
1.6.9	<i>Consequences of failure to provide</i>	Failure to provide the information will result in a failure to process and achieve the objectives set out on this UFH-SCM/01/2023.
1.6.10	<i>Cross border transfer</i>	Where necessary, the information may be shared with UFH' counterparts in countries that subscribe to similar data protection laws. Where the information is shared with UFH' counterparts in countries that do not subscribe to similar data protection laws, UFH will enter into an agreement with its counterpart in terms whereof such counterpart will be liable to the protection of the Bidder's personal information.
1.6.11	<i>Recipients of personal information</i>	UFH' counterparts, relevant Government authorities/regulatory bodies and development incubators.
1.6.12	<i>Access and right to amend</i>	The Bidder has the right to access and amend their personal information at any reasonable time. However, this right shall not affect any right of UFH to disqualify a Bidder in accordance with the terms and conditions of this UFH-SCM/01/2023 or potential business agreement with a successful Bidder.
1.6.13	<i>Right to object</i>	Bidder is entitled to object to the use of information. However, such objection may lead to the UFH-SCM/01/2023 and/or potential business agreement between it and UFH being terminated as the information is required for the processing of Bid or potential business agreement.
1.6.14	<i>Complaints</i>	All complaints regarding the use of personal information may be directed to the Information Regulator and UFH's Chief Information officer.

2. CONSENT

- 2.1. The Bidder (as data subject), by signing this document, hereby consents to the use of their personal information described herein and confirms that:
- 2.1.1. they have obtained all the necessary consent from their shareholders/directors or counterparts, including the consent for UFH to receive and process such personal information;
 - 2.1.2. information is supplied voluntarily, without undue influence from any party and not under any duress;
 - 2.1.3. the information which is supplied herewith is mandatory for the purposes of this UFH-SCM/01/2023 and that without such information, UFH will not be able to process UFH-SCM/01/2023 and discharge legislative obligations;

- 2.2. Failure to provide the information will result in the objectives of the UFH-SCM/01/2023 not being achieved, with the Bidder being disqualified also for UFH-SCM/01/2023 and/or potential business agreement.
- 2.3. The Bidder acknowledges that it is aware thereof that it has the following rights with regard to such personal information, which is hereby collected in accordance with this consent. The right to:
 - 2.3.1. access the information at any reasonable time for purposes of rectification thereof;
 - 2.3.2. object to the processing of the information in which case its response to UFH-SCM/01/2023 and potential business agreement will terminate immediately on cancellation;
 - 2.3.3. lodge a complaint to the Information Regulator.

3. SIGNATORIES

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Signature

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Date

.....
Position

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Name of Bidder