



CLOSED BID

Request for Proposal

The Printing of the Khetha

Apply Now Project Booklet

CLOSING DATE: 24 FEBRUARY 2014 AT 11:00

Table of Contents

1.	PURPOSE.....	3
2.	TIMETABLE.....	3
3.	EVALUATION CRITERIA.....	11
4.	BID DOCUMENTATION.....	12
5.	PERIOD OF VALIDITY.....	12
6.	LANGUAGE.....	12
7.	COMPULSORY INFORMATION SESSION	13
8.	SUBMISSION OF BIDS	13
9.	PRICING	13
10.	ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS.....	14
11.	OPENING OF BIDS.....	14
12.	TERMS OF REFERENCE	16
13.	CONDITIONS UNDER WHICH PROPOSALS ARE TO BE SUBMITTED..	18
14.	ORGANISATION AND METHODOLOGY	19

ANNEXURE A – PROCUREMENT GENERAL CONDITIONS OF CONTRACT

Instruction

THE PRINTING OF THE KHETHA APPLY NOW PROJECT BOOKLET

In submitting a proposal, the bidder accepts in full and without restriction the general conditions governing this contract as the sole basis of this bidding procedure, whatever its own conditions of sale may be, which it hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this bid document. Failure to submit a proposal containing all the required information and documentation within the deadline specified may lead to the rejection of the proposal. No account can be taken of any reservation in the bid as regards the bid document; any reservation may result in the rejection of the proposal without further evaluation.

1. PURPOSE

The printing of Khetha Apply Now Project Booklet

2. TIMETABLE

	DATE	TIME#
Circulation of the Request document	Thursday 13 February 2014	
Deadline for submission of tenders	Monday 24 February 2014	11:00

2. Part 2 - Special conditions of tender and contract

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1. GUIDELINE ON COMPLETION					
1.1	Tenderers must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant tender requirements by marking the YES box and noncompliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The tenderer must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the tender submission. Tenders not completed in this manner may be considered incomplete and rejected. Should tenderers fail to indicate agreement/compliance or otherwise, SAQA will assume that the tenderer is not in compliance or agreement with the statement(s) as specified in this tender.				
1.2	Proper tenders for the services specified must be submitted.				
2. GENERAL CONDITIONS OF CONTRACT					
2.1	The General Conditions of Contract must be accepted.				
3. ADDITIONAL INFORMATION REQUIREMENTS					
3.1	During evaluation of the tenders, additional information may be requested in writing from tenderers. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your tender being disregarded.				
4. VENDOR INFORMATION					
4.1	All tenderers will be required to complete a vendor information form detailing the organisation's complete profile.				
5. QUESTIONNAIRE: BROAD BASED BLACK ECONOMIC EMPOWERMENT					
5.1	All tenderers will be required to complete a Broad Based Black Economic Empowerment form detailing the organisation's profile.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
6. CONFIDENTIALITY					
6.1	The tender and all information in connection therewith shall be held in strict confidence by tenderers and usage of such information shall be limited to the preparation of the tender.				
6.2	All tenderers are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding SAQA or of its activities to any other organisation or individual. The tenderers may not disclose any information, documentation or products to other clients without written approval of SAQA.				
7. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT					
7.1	Copyright of all documentation relating to this assignment belongs to SAQA. The successful tenderer may not disclose any information, documentation or products to other clients without the written approval of SAQA.				
7.2	In the event that the Company would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SAQA.				
7.3	SAQA shall own all materials produced by the Company during the course of, or as part of the Services.				
7.4	This clause 7 shall survive termination of this Agreement.				
8. PAYMENTS					
8.1	SAQA will pay the Company the Fee as set out in the final contract. No additional amounts will be payable by SAQA to the contractor.				
8.2	Phased payment can be arranged based on the ability to deliver promptly and in significant volumes. The contractor shall therefore from time to time during the duration of the contract, invoice SAQA for the services rendered. No payment will be made to the contractor unless an invoice has been submitted to SAQA.				
8.3	Payment shall be made into the tenderer's bank account formally within 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this tender is awarded).				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
8.4	The contractor 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.				
9. NON-COMPLIANCE WITH DELIVERY TERMS					
9.1	As soon as it becomes known to the contractor that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, SAQA must be given immediate written notice to this effect. SAQA reserves the right to implement remedies as provided for in the GCC.				
10. WARRANTS					
10.1	The Company warrants that: It is able to conclude this Agreement to the satisfaction of SAQA.				
10.2	Although the contractor will be entitled to provide services to persons other than SAQA, the contractor shall not without the prior written consent of SAQA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
11. PARTIES NOT AFFECTED BY WAIVER OF BREACHES					
11.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				
11.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
12. RETENTION					
12.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, etc., without the right of retention, to SAQA.				
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.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
13. SUBMITTING PROPOSALS					
13.1	An original plus three copies of the proposal, i.e. four documents in total and one soft copy should be handed in/delivered to:				
13.2	Deputy Director: Supply Chain Management The South African Qualifications Authority (SAQA) 1067 Arcadia Street Hatfield Pretoria 0083				
	NB: Tenderers are to indicate on the cover of each document whether it is the original or a copy				
13.3	Proposals should be in a sealed envelope, marked with: Proposal number (SAQA 0002/14 CAS) Closing date and time (24 February 2014 @ 11:00) The name and address of the tenderer				
14. LATE TENDERS					
14.1	Late submissions will not be accepted. A submission will be considered late if it arrived only one second after 11:00 or any time thereafter. The tender (tender) box shall be locked at exactly 11:00 and tenders arriving late will not be accepted under any circumstances. Tenderers are therefore strongly advised to ensure that tenders be dispatched allowing enough time for any unforeseen events that may delay the delivery of the tender.				
15. BRIEFING SESSION AND CLARIFICATIONS					
15.1	No briefing session will be held.				
15.1.1	Any clarification required by a tenderer regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the tender, is to be requested in writing (letter, facsimile or e-mail) from Lenette Venter. The tender number should be mentioned in all correspondence.				
16. FORMAT OF TENDERS					
16.1	Tenderers must complete all the necessary tender documents and undertakings required in this tender document. Tenderers are advised that their proposal should be concise, written in plain English and simply presented.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
16.2	Tenderers are to set out their proposal in the following format:				
16.2.1	Part 1: Invitation to Tender				
16.2.2	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria				
16.2.3	Part 3.1: SARS Tax Clearance Certificate(s) Part 3.2: B-BBEE Certificate				
16.2.4	Part 4: Declaration of interest				
16.2.5	Part 5: Standard Bid Documentation				
16.2.6	Part 6: Technical approach (understanding and innovation)				
16.2.7	Part 7: Experience in this field				
16.2.8	Part 8: Infrastructure				
16.2.9	Part 9: Pricing Schedule				
17. DETAIL OF PROPOSAL DOCUMENTS					
17.1	Part 1: Invitation to Tender Tenderers must complete and submit the Invitation to Tender document.				
17.2	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria Indicate compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
17.3	Part 3.1: SARS Tax Clearance Certificate An original SARS Tax Clearance Certificate must accompany the proposal. In case of a consortium/joint venture, or where subcontractors are utilised, an original SARS Tax Clearance Certificate for each consortium/ joint venture member and/or subcontractor (individual) must be submitted. Part 3.2: BBBEE Certificate An accredited BBBEE Certificate must accompany the proposal. Complete and sign SBD6.1 Form.				
17.4	Part 4: Declaration of Interest Tenderers must complete and submit the Declaration of Interest SBD 4 Form.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
17.5	Part 5: Standard Bid Documentation				
17.5.1	Tenderers must complete and submit all required documentation.				
17.6	Part 6: Technical approach detailed, refer to the Terms of Reference - must proof understanding of SAQA's requirement.				
17.6.1	Provide an overview of the methodology				
17.6.2	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the Terms of Reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.				
17.6.3	Provide detail in terms of equipment that will be used.				
17.6.4	Describe how the work will be managed.				
17.6.5	Provide a work plan of activities. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.				
17.7	Part 7: Experience in this field				
17.7.1	Tenderers should provide at least the following information: Details of contracts for similar work within the last 4 years. Contact details of a minimum of 3 organizations for which work was done.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
17.8	Part 9: Pricing Schedule				
17.8.1	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed. The proposed totals for fees and reimbursable costs will be included in the contract as the maximum amount to be spent on these items.				
17.8.2	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
18. PRESENTATIONS					
18.1	SAQA reserves the right to invite tenderers for presentations before the award of the tender.				
19. NEGOTIATIONS					
19.1	SAQA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
19.2	SAQA shall not be obliged to accept the lowest of any quotation offer or proposal.				
19.3	Despite preferential procurement regulations 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.				
19.4	All tenderers will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
19.5	Documents submitted by tenderers will not be returned.				
20. DOMICILIUM					
20.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows:				
	The South African Qualifications Authority (SAQA) 1067 Arcadia Street Hatfield Pretoria 0083				
	The Service Provider: o o o o o o o o o o o o o o .				

3. EVALUATION CRITERIA

3.1 This requirement relates to a service and therefore not only price will be considered. Functionality will most importantly also be taken into account.

3.2 Evaluation of the proposals will be based on the following evaluation criteria:

PHASE 1: FUNCTIONALITY	Sliding scale
Understanding Terms of Reference i.e. Production Plan outlining project stages (project scope, timelines and specific activities) Bidder to draw up a plan outlining the project stages for the printing project	30 Points
Experience Details of contracts for similar work within the last 4 years. Contact details of a minimum of 3 organizations for which work was done	20 Points
Technical ability of printing service provider Tenderer to submit details with regard their ability to be able to print and bind volumes. Indication must be given of infrastructure of service provider.	30 Points
Storage Indication of Service Provider's ability to adequately store printed material awaiting distribution thereof	20 Points
Total score for Functionality	100
Bidders MUST score 80% and more for phase 1 to qualify for further evaluation.	
Bidders that fail to score 80% or more may be disqualified for being technically non-compliant and may not be considered for Phase 2	

PHASE 2: PRICE	90
[As per formula indicated below]	
B-BBEE	10
Level 1	10
Level 2	9
Level 3	8
Level 4	5
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non-compliant contributor	0

4. BID DOCUMENTATION

It is very important that the standard bid documentation included in this bid document be completed and submitted as part of the proposal. Failure on the part of the bidder to complete the attached documentation may lead to disqualification.

Attached Documents	Reference
Invitation to Bid	SBD 1
Tax Clearance Requirements	SBD 2
Pricing Schedule . Firm Prices	SBD 3.3
Declaration of Interest	SBD 4
Preference points claim form in terms of the Preferential Procurement Regulations 2011	SBD 6.1
Declaration of Bidders' pas Supply Chain Management Practices	SBD 8
Certificate of Independent Bid Determination	SBD 9
Organisation and methodology [To be drawn up by the bidder using the format as per paragraph 14 of this bid document]	Refer to par. 14

5. PERIOD OF VALIDITY

Bidders shall be bound by their proposals for a period of **90 days** from the deadline for the submission of bids.

6. LANGUAGE

The proposals, all correspondence and documents related to the bid document exchanged by the bidder and SAQA must be written in the language of the procedure . **English.**

Supporting documents and printed literature furnished by the bidder may be in another language, provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the bid, the language of the procedure will prevail.

7. COMPULSORY INFORMATION SESSION

There will not be an information session.

8. SUBMISSION OF BIDS

Proposals must be received before the deadline as indicated in the bid document. They must include the signed standard bid documentation and all other relevant documents required and submitted at the following address:

Physical Address South African Qualifications Authority SAQA House Building 1067 Arcadia Street Hatfield, Pretoria, 0083
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Bidders shall comply with the following conditions:

All proposals to be submitted in one original marked “original”, and 3 (three) copies signed in the same way as the original and marked “copy”.

All proposals must be received before 11.00 on Monday 24 February 2014.

All proposals, including annexures and all supporting documents, to be submitted in a sealed envelope bearing only:

- (a) *the above address*
- (b) *the reference code of this bid, **SAQA 0002/14 CAS***
- (c) *the words “Not to be opened before the bid opening session” in the language of the bid document - **English***
- (d) *The name of the bidder*

9. PRICING

Bidders shall be deemed to have satisfied themselves, before submitting their proposal(s), as to its/their correctness and sufficiency, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

10. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS

Bidders may submit questions in writing to the following address, specifying:

The contract title: The Printing of the Khetha Apply Now Project Booklet

Contact name: Lenette Venter
Deputy Director: Supply Chain Management

Postal address: SOUTH AFRICAN QUALIFICATIONS AUTHORITY,
Post Net Suite 248, Private Bag X06, WATERKLOOF, 0145

Physical address: SOUTH AFRICAN QUALIFICATIONS AUTHORITY,
SAQA House Building, 1067 Arcadia Street, Hatfield, Pretoria
0081

Fax No: (012) 431-5061

E-mail: lventer@saqa.co.za

Any prospective bidders seeking to arrange individual meetings with SAQA during the bid period may be excluded from the bid procedure.

11. OPENING OF BIDS

The opening and examination of bids shall be for the purpose of checking whether the bids are complete, whether the documents have been properly signed and whether the bid proposals are generally in order.

In the interests of transparency and equal treatment and without being able to modify their proposals, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of bids, to obtain information on how the procedure is progressing or to influence SAQA in its decision concerning the award of the contract shall result in the immediate rejection of its bid.

All bids received after the deadline for submission specified in the procurement notice or these instructions will be kept by SAQA. No liability can be accepted for late delivery of bids. **Late bids may be rejected and will not be evaluated.**

In no event shall SAQA be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit SAQA to implement the programme or project announced.

12. TERMS OF REFERENCE

12.1 PURPOSE

For the printing of 600,000 copies of SAQA's APPLY NOW!

12.2 BACKGROUND

The South African Qualifications Authority (SAQA) is a statutory body whose mission is to ensure the development and implementation of a National Qualifications Framework that contributes to the full development of each learner and to the social and economic development of the nation at large.

To this end, and to answer the call of the Minister of Higher Education and Training, who in the course of last year issued a request that every Grade 12 learner in a public school will be equipped with a booklet informing them about the post-school options available to them and to motivate them to apply early to these options, the organisation will develop a booklet known as the Apply Now! Booklet for distribution to public schools.

The Apply Now! Booklet will serve as a reference point to inform Grade 12 learners of the post-school options available to them, and the processes they will be able to follow to apply to these options. The content will be clear, written in such a manner, fashion and language so as to captivate and inform the specified target market. It will be brightly coloured, appealing and easily navigable.

SAQA will source a provider to print 600,000 copies of the Apply Now! Booklet.

12.3 REQUIRED SPECIFICATIONS

The following specifications will be the criteria:

Quantity:	600,000
Orientation:	Portrait
Size:	A4 folded to A5
Cover pages:	4 pages
Inner pages:	24 pages
Paper type - cover:	300gsm Gloss art
Paper type . inners:	115gsm Matt art
Finishing:	Cover page gloss UV varnished one side only
Binding:	Saddle-stitched or stapled
Packaging:	Shrink wrapped or boxed; on pallets.

SAQA anticipate the printing of 24 pages (plus cover) however will request a flexible price in case the number of pages is different in the final version.

12.4 DESIGN AND LAYOUT

This is not a requirement for this proposal. SAQA will provide the service provider with the content, layout and design.

12.5 MATERIAL AND QUALITY

SAQA prides itself on producing publications of a high standard and the need for quality control (colour, quality of graphics, binding, finish, etc.) is an important consideration for this project. The provider will be held accountable for the quality of all facets of the production process.

12.6 REQUIREMENTS

The chosen Service Provider shall supply SAQA with a production schedule and ensure the execution thereof. The provider will provide SAQA with sample spreads and a printer's proof, as per the agreed deadlines, for SAQA's approval.

12.7 TECHNICAL ABILITY/INFRASTRUCTURE

The Service Provider must provide detail in terms of their ability to print and bind significant volumes. The Service Provider needs to provide detail in terms of their infrastructure, printing machines used and the volume that it will be able to accommodate.

12.8 STORAGE OF PRINTING MATERIAL

It will be the responsibility of the Service Provider to make provision for the safe storage of the printing material. Although SAQA will arrange for a phased distribution of the booklets, the Service Provider must ensure that proper storage is available to keep the material safe. Please take note that SAQA will arrange a separate contract for the distribution of the booklets.

It will be for the account of the Service Provider to deliver and estimate minimum amount of 10,000 copies to the SAQA Offices.

12.8 PERFORMANCE AND MONITORING

Continuous feedback on the progress, accuracy and honesty in feedback provided.

12.9 CONFIDENTIALITY

It is a specific condition of a contract with SAQA that service providers awarded contracts undertake not to divulge to others, or use for their own benefit, confidential information gained during the course of the work.

12.10 PROJECT TIME LINE

Closing date: 24 February 2014

Estimate Project Start date: Mid March 2014

13. CONDITIONS UNDER WHICH PROPOSALS ARE TO BE SUBMITTED

- 13.1 SAQA reserves the right to reject any tender that, in its opinion, is not suitable for the purpose of this assignment.
- 13.2 Contractors may be penalised for not meeting performance levels. Where such shortfalls exist, notification and warning(s) will precede any such penalty to correct the situation promptly.
- 13.3 SAQA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should it be decided not to proceed with the project. Should either party due to reasons not attributable to the contractor terminate the agreement between SAQA and the service provider, the service provider will be remunerated for the appropriate portion of work completed.
- 13.4 The professional persons proposed for use on the project shall remain in use on the project unless permission is granted by SAQA to change the staffing proposal. Such permission will only be granted in exceptional cases.
- 13.5 No material or information derived from the provision of the services under the contract may be used for any purposes other than those of SAQA, except where authorized in writing to do so by SAQA.
- 13.6 The bidder will be disqualified should any attempt be made by the service provider, either directly or indirectly, to canvass SAQA, or any of its employees in respect of a bid between the date of the tender and the date of award.
- 13.7 The copyright of all documents and electronic aids, software etc, prepared or developed in terms of this appointment shall be vested in SAQA.
- 13.8 SAQA reserves the right not to accept the lowest quotation, as the quality of the bid proposal and the potential to implement will play a major role when the bid proposals are evaluated. Similarly SAQA is not bound to select any of the service providers pitching for the bid.
 - 13.8.1 SAQA reserves the right to award only part of the contract, if deems it necessary.
- 13.10 The General Conditions of Contract will apply in this tender.

14. ORGANISATION AND METHODOLOGY

To be completed by the Bidder

RATIONALE

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final contract.**
- An opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

PROJECT PLAN

- Appointment of Service Provider: Estimated mid March 2014
- Project to be completed by end of March 2014
- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference.