

APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER BOOKS TO CEF SOC LTD.

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|----------------------|----------------------|
| RFQ NUMBER: | BKK/03/2024 |
| ISSUE DATE: | 19 MARCH 2024 |
| CLOSING DATE: | 25 MARCH 2024 |
| CLOSING TIME: | 12:00, MIDDAY |

PART 1
NOTICE TO TENDERERS

Quotations which must be completed as indicated in Part 3 of this RFQ are to be submitted as follows:

VIA EMAIL ADDRESS: scm-secrat@cefgroup.co.za

CLOSING DATE: 25 MARCH 2024

1 Submissions to RFQ

Submissions to this RFQ [**Quotation**] must not include documents or reference relating to any other quotation or quotations. Any additional conditions must be embodied in an enclosed letter.

2. Broad-Based Black Economic Empowerment [B-BBEE]

CEF (SOC) Ltd fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. CEF (SOC) Ltd will accordingly allow a "preference" to companies who provide a valid B-BBEE verification certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, bidders are to note that the following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R 50,000,000 (all applicable taxes included); and
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and if all tenders received exceed R 50, 000,000.00, the RFQ must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFQ and all Tenders received are equal to or below R 50, 000,000.00, the RFQ must be cancelled.

The value of this tender is estimated to be below R50, 000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

When CEF (SOC) Ltd invites prospective suppliers to submit quotations for its various expenditure plans, it requires bidders to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

Bidders are required to complete SBD 6.1: the B-BBEE Preference Point Claim Form and submit it together with proof that they meet CEF's preferential procurement specific goals as stipulated in the Claim Form to obtain preference points.

Note: Failure to submit a valid proof demonstrating compliance to specific goals at the closing date of this RFQ will result in a score of zero being allocated for specific goals.

3. Communication

- a) Bidders are warned that a submission will be liable for disqualification should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employee of CEF (SOC) Ltd in respect of this RFQ between the closing date and the date of the award of the business.
- b) A bidder may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following CEF (SOC) Ltd employee:
Name: Nkosingiphile Radebe Email: Tisetsor@cefgroup.co.za
- c) Bidders may also, at any time after the closing date of the RFQ, communicate with the Procurement Department on any matter relating to its RFQ Submission.

4 Tax Clearance

The bidder's valid Tax compliance PIN must accompany the quotation. Note that no business shall be awarded to any bidder whose tax matters have not been declared by SARS to be in order.

5 Legal Compliance

The successful bidder shall be in full and complete compliance with all applicable national and local laws and regulations.

6 Pricing

All prices must be quoted in South African Rand on a fixed price basis, including VAT.

7 Negotiations

CEF (SOC) Ltd reserves the right to undertake post-tender negotiations with selected bidder or any number of short-listed bidders.

8 Repudiations

CEF (SOC) Ltd is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in submission to it. Please note that CEF (SOC) Ltd reserves the right to:

- modify the RFQ's goods / service(s) and request bidders to re-tender on any changes;
- reject any quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced quotation;
- reject all quotations, if it so decides;
- place an order in connection with this quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- Make no award at all.

CEF (SOC) Ltd reserves the right to award business to the highest scoring bidder (s) unless objective criteria justify the award to another bidder.

9 Validity Period

CEF (SOC) Ltd desires a validity period of ninety (90) days from the closing date of this RFQ.

10 Returnable Documents

Returnable Documents means all the documents, Parts and Annexures, as listed in the tables below.

- a) Bidders are required to submit with their quotations the mandatory **returnable documents** as detailed below.

Failure to provide all these returnable documents at the closing date and time of this RFQ will result in a bidder's disqualification.

| Mandatory Returnable Documents | Submitted [Yes or No] |
|--------------------------------|-----------------------|
| - Pricing/Quotation | |

Please confirm submission of these mandatory returnable document(s) by so indicating [Yes or No] in the table above:

- b) In addition to the requirements of Part (a) above, bidders are further required to submit with their quotations the following **essential returnable documents** as detailed below.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

| Essential Returnable Documents | Submitted [Yes or No] |
|---|-----------------------|
| - Valid B-BBEE Verification Certificate/BBBEE sworn affidavit or copy thereof Note: failure to provide a valid B-BBEE /sworn B-BBEE affidavit at the closing date and time of the RFQ will result in an automatic score of zero for preference points. | |
| ANNEXURE A – SBD 1: Invitation to Bid | |
| ANNEXURE B – SBD 4: Bidder's Disclosure | |
| ANNEXURE C – SBD 6.1 : Preference points claims form | |
| Proof of Central Supplier Database registration (MAAA.....) | |

PART 2
SCOPE OF WORK

Supply and deliver books to CEF SOC Ltd.

| | BOOK TITLE | ISBN CODE |
|-----|--|----------------|
| 1. | Applied Governance | 9780639971315 |
| 2. | Company Secretarial Practice | 9781485109648 |
| 3. | Company Secretariat Practice | 97881485109648 |
| 4. | Company Secretary's Handbook | 9781860727771 |
| 5. | Public Financial Management: JSH Gildenhuis | 9781485151616 |
| 6. | Strategic Management: Richard Lynch | 9781529758245 |
| 7. | Operational Risk Management: Jackie Young | 9780627039140 |
| 8. | Law of Contract: RH Christie | 9781776320486 |
| 9. | Protection of Personal Information: Law and Practice (2nd Edition): | 9781776320790 |
| 10. | South African Mercantile & Company Law: Gibson | 9780702158094 |
| 11. | South African Constitutional Law in Context: Piere de Vos et | 9780190746162 |
| 12. | South African Company Law Through the Cases (6th edition) Hahlo | 9780702151422 |
| 13. | The Law of Delict: Loubser et al (3rd edition) | 9780190411480 |
| 14. | Law of Corporate Finance: Cassim | 9781485137900 |
| 15. | The New Essential Labour Law Handbook: Garbers et | 9780620861502 |
| 16. | Employment Rights: Grogan | 9781485133049 |
| 17. | General Principles of Commercial Law: Schulze et al | 9781485134930 |
| 18. | Corporate Law and Corporate Governance: Mongalo & Scott | 9780627040139 |
| 19. | Information Technology Contracts | 9780409126556 |
| 20. | A Guide to E-discovery in South Africa | 9780639012629 |
| 21. | Litigation skills for S.A Lawyers | 9780639010366 |
| 22. | Legal Aspects for Financing Corporates 2019 | 9780639001920 |
| 23. | Protection of Personal Information: Law and Practice 2ED | 9781776320790 |
| 24. | Mergers and Acquisitions: cases, materials, and Problems | 9781454871071 |
| 25. | Mergers and Acquisitions from A to Z | 9781400242467 |
| 26. | South African Mineral and Petroleum Law | 9781776322183 |

SELECTION CRITERIA

Phase 1: Price and specific scoring

| Evaluation Criteria | Final Weighted Scores |
|---------------------|-----------------------|
| Price | 80 |
| Specific goals | 20 |
| TOTAL SCORE: | 100 |

A maximum of 20 points will be awarded to a tenderer for specific goals specified for the tender/RFQ as follows:

| Specific goals | Points |
|--|-----------|
| Historically disadvantaged individual (HDI) | |
| Enterprises with ownership of 51% or more by person/s who are black | 10 |
| Enterprises with ownership of 51% or more by person/s who are women | 5 |
| Enterprises with ownership of 51% or more by person/s who are youth | 3 |
| Enterprise with ownership of 10% or more by person/s with disability | 2 |
| Total | 20 |

Tenders must submit their B_BBEE certificate issued by an authorized body or person or a B-BBEE affidavit to claim preference points.

- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- The contract must be awarded to the tenderer scoring the highest points.
- If two or more tenders score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

PART 3
QUOTATION FORM

I/We _____

hereby offer to supply the services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

Any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless CEF (SOC) Ltd should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with CEF (SOC) Ltd's acceptance thereof shall constitute a binding contract between CEF (SOC) Ltd and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, CEF (SOC) Ltd may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by CEF (SOC) Ltd in calling for Quotations afresh and/or having to accept any less favourable offer.