

REQUEST FOR PROPOSAL: CO 21/08 O

PROVISION OF FILES FOR CURRICULUM DEPARTMENT

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***PLEASE NOTE THAT THIS IS NOT THE COMPLETE TENDER DOCUMENT; FURTHER INFORMATION IS NOTED UNDER SECTION 3 IN OBTAINING THE COMPLETE DOCUMENT.**

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SECTION 1: NOTICE TO BIDDERS

1. TENDER REQUEST

Responses to this Request for Proposal [hereinafter referred to as RFP] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as the Provision of Files for Curriculum Department].

Any additional information or clarification will be emailed to all Respondents, if necessary.

2. TENDER SUBMISSION

Deposit the tender into the Tender Box, before the closing hour, on the date shown below. It must be enclosed in a sealed envelope, having the following inscribed on the outside:

RFT No : CO 21/08 O
Description: : Provision of Files for Curriculum Department
Closing date and Time: : 21 June 2021 before 12:00 (No late tenders will be accepted)
Address: : 83 Allen Street, Newcastle

All envelopes must reflect the return address of the Respondent on the reverse side.

DELIVERY BY HAND

If delivered by hand, the envelope is to be deposited in the Majuba TVET College Tender box which is located at the Central Office, 83 Allen Street, Newcastle.

DESPATCH BY COURIER

If despatched by courier, the envelope must be addressed as above, and delivered to the Central Office. The tender box is situated at the Security Office by the main gate.

Note!

The Courier Company must ensure that the Tender document is first recorded in the Tender Document Register before posting into the tender box.

NOTE:

- If the response is not delivered as stipulated herein, such response will not be considered, and will be disqualified
- Email or facsimile responses, will not be considered.
- Responses to this RFT will be opened after the designated closure time, on the final day for the receipt of responses.
- The envelopes must only contain documents relating to this RFT.
- No alterations, additions or deletions must be made to the actual RFT documents.

4. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

All procurement transactions will be evaluated according Broad-Based Black Economic Empowerment (B-BBEE). The B-BBEE Scorecard and Rating will be evaluated as prescribed in terms of

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the *Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000* and its Regulations.

5. COMMUNICATION

Respondents are warned that a Service Provider will be liable for disqualification, should any attempt be made by a Respondent, either directly or indirectly, to canvass any officer or employee of Majuba TVET College in respect of this RFT, during the entire procurement process.

No queries will be entertained after 12:00 pm on 11 June 2021 (only email to Leizle.landsberg@majuba.edu.za).

No telephonic or other form of communication may be entered into, with Majuba TVET College Staff and/or Council Members (i.e. Mrs L. Landsberg) whose details are listed above.

All queries must be raised in writing. Failure to observe the afore-mentioned requirements will lead to automatic disqualification from the procurement process.

6. COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable laws and regulations.

7. CONDITIONS OF TENDER

7.1 The College reserves the right to only allow entities that meet the minimum requirements of the Specifications and Evaluation Committee, to progress to the next round of the evaluation process. Some of the minimum criteria are based on actual performances with previous clients, in order to determine capacity to deliver a successful service to the College.

7.2 The College reserves the right to:

- cancel the tender process,
- not award the tender,
- part-award the tender,
- split the award of the tender, or
- award the tender in its entirety.

7.3 Majuba TVET College reserves the right to not accept any tender with the lowest price.

7.4 Majuba TVET College will keep the contents of this tender strictly confidential.

7.5 Majuba TVET College does not take any responsibility for any procedural and substantive information obtained from a source other than the above-mentioned official. For more information about Majuba TVET College, and directions to Majuba TVET College Offices, please access the College website: www.majuba.edu.za

7.6 Subcontracting and Joint Ventures are permitted for this project, for the purpose of including newly qualified

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legal professionals from previously disadvantaged groups.

8. INSTRUCTIONS ON SUBMISSION OF TENDER DOCUMENTS:

The Service Provider must comply with the following:

- 8.1 Attach a valid Tax Status Report.
- 8.2 Attach a valid Broad-Based Black Economic Empowerment (B-BBEE) Verification Certificate or a copy thereof.
- 8.3 Tender on Specifications as stipulated in this tender document.
- 8.4 All items specified must be tender on, in order to qualify.
- 8.5 Your tender price to be indicated in the Pricing Schedule. The Total Rand value of the Tender amount will be taken at face value. The Service Provider will be held liable for the supply of goods and services at the stipulated Tender amount. **If you are not VAT registered, please include VAT in your pricing, however you cannot claim the VAT portion on your invoice unless you submit proof of VAT registration.**
- 8.6 Make use of this document when submitting your tender in order to qualify. Attachments are to be submitted with this completed Tender document.
- 8.7 A stakeholder, with the relevant authority, must endorse any rectified error/s. The endorsement must be made next to the identified error. Correctional fluid/tape (e.g. Tippex) may not be used. Do not make use of a pencil or erasable ink pens to complete this quotation/tender document.
- 8.8 Writing over an already stated numerical figure to show a change in the tendered amount on your quotation/tender document is not allowed. Apply the same procedure as Point 7 to avoid
- 8.9 Late tenders will not be accepted.
- 8.10 All documentation requested in this RFT document, must be supplied. Failure to do so, will result in your tender being disqualified from the tender process. This includes all the pages of this tender request.
- 8.11 A Service Level Agreement must be attached with your tender document.
- 8.12 Payment will be made after final statements / invoices are presented and adopted, and after specifications have been met and delivered. The College will not make any upfront deposits or payments.
- 8.13 Service Providers will be held responsible for unsatisfactory performance. Penalties can be applied, dependent on the nature and severity of non-compliance, and impact on College operations

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8.14 The tenderer is liable for the supply of goods and services at the stipulated tendered amount.

SECTION 2: SCOPE OF WORK

1. Scope of Work

1.1 MINIMUM REQUIREMENTS

- a) The service provider must be an officially registered business entity in South Africa.
- b) The service provider must commit to:
 - i. Not bring the College into any form of disrepute through their conduct.
 - ii. Not divulge any information to the public or media, which may harm the image of the College.
 - iii. Adherence to all internal policies and procedures of the College.

1.2 PERIOD OF AGREEMENT

This agreement will run on a 60-month contract (5 Years) or until termination on one (1) months' notice given by either party.

1.3 DESCRIPTION OF SERVICES

This Tender request caters the Provision of Files for the Curriculum Department.

1.4 GENERAL SERVICE

The successful Tenderer will:

- Will offer this service during working hours from 07:30 to 15:30 Monday to Thursday and on Fridays from 07:30 to 13:00.
- Be professional, courteous and sensitive to the Colleges' needs at all times.
- Comply fully with all relevant legislation.

2. RELEVANT INFORMATION PERTAINING TO THIS TENDER REQUEST

2.1 DESCRIPTION OF SERVICES

This Tender request caters the Provision of Files for the Curriculum Department and delivery to the following sites:

Newcastle

- Newcastle Technology Centre (Newtech)
- Information Technology and Business Campus (ITB)

Madadeni

- Centre for People Development Campus (CPD)
- Majuba Technology Centre (MTC)

Dundee

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- Dundee Technology Centre

2.2 DESCRIPTION OF SERVICE

Quotation folders – A4

Lever Arch File – A4

Plastic Sleeves – A4

- All the above mentioned files shall be deliver according to specifications listed below.

3. RELEVANT INFORMATION PERTAINING TO THIS TENDER REQUEST

Site Locations

Site	GPS coordinates	Physical address
Newtech Campus	27,730917 S - 29,955261 E	FW Beyer's Road, Newcastle, 2940.
ITB Campus	27,758261 S - 30,032711 E	Tommy Boydell Street, Newcastle, 2940.
CPD Campus	27,758261 S - 30,032711 E	Dr Nelson Mandela Road, Section 2, Madadeni, 2951.
MTC Campus	27,760994 S - 30,041442 E	Nkosi Albert Luthuli Road, Section 5, Madadeni, 2951.
DTC Campus	28,161417 S - 30,213942 E	Karel Landman Road, Dundee, 3000.

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Section 3: PRICING SCHEDULE

1. SPECIAL CONDITIONS OF CONTRACT

The tender is for the Provision of Files for the Curriculum Department.

1.1.1 This agreement will run on a 60 month contract (5 Years) or until termination on one (1) months' notice given by either party.

Please note!

1.1.2 Only service providers who meet all requirements required by College are eligible to tender.

1.1.3 Prices should include VAT.

1.1.4 Samples of the files will be requested

1. COST OF DOCUMENT

Please note that in order to receive the complete TENDER document a cost of R300.00 is applicable.

Banking Details: Majuba TVET College, ABSA Bank, ACC no: 4058480028, Branch Code: 632005

Please contact Ms Peggy Mazibuko at peggy.mazibuko@majuba.edu.za to request the tender document. (Please note that the tender document will only be issued on receipt of proof of payment.

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SECTION 4: EVALUATION REQUIREMENTS

1. GENERAL CONDITIONS OF TENDER

The following pre-qualification criteria will form the basis for evaluating all bids and failure to comply with these criteria will result in the immediate disqualification of the proposal.

2. DETAILED COMPANY PROFILE

The service provider must demonstrate that they have the necessary experience and capacity to provide the required service.

Is this your core business?

YES		NO	
-----	--	----	--

How many years of relevant experience do you have?

In which town / city is your business situated?

4. TRACK RECORD

The service provider must provide a minimum of 3 references for delivery of items similar to the above mentioned specification.

Client	Contract Value	Contract Term (Duration)	Type of Services Offered	Contact Person	Contact Number

Note:

The College reserves the right only to allow companies that meet the minimum criteria requirements of the Tender Evaluation Committee to progress to the next round of the evaluation process. Some of the minimum criteria is based on actual performances from previous service providers in order to deliver a successful service to the College.

5. SERVICE PROVIDER DETAILS

Registered Name of the Company:

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Trading Name of the Company:		
Company/Close Corporation Registration Number:	VAT Registration Number:	Income Tax Reference Number:
Telephone Number:		Fax Number:
Web Address:		E-mail Address:
Name of Contact Person:		Contact Numbers Cell:
Business Physical Address:		Postal Address:
Web Address:		E-mail Address:
Banking details:		
TYPE OF FIRM (Please the relevant box or boxes)		
☐ Public Company (Ltd)		
☐ Private Company (Pty) Ltd		
☐ Closed Corporation (CC)		
☐ Sole Proprietor		
☐ Partnership		
☐ Trust		
☐ Section 21 Company		
☐ Government/ Parastatal		
☐ Joint Venture		
☐ Consortium		
☐ Other, (Specify)		

Note:

All required documentation for the above "Type of Firm" must be provided to support this tender application.

6. SUBCONTRACTING

Subcontracting is not condoned by the College; however, if a supplier opts to subcontract the supplier will still be held accountable for all terms and conditions of the award. Tenderers will be evaluated in their individual capacity and not in

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the capacity of the sub contracted party. Please note not more than 25% of the tender value can be sub-contracted. If your company does decide to embark on a sub-contracting agreement; the sub-contractor will need to be of the same BBBEE Rating as your company or better.

6.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

6.1.1 If yes. Indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The Name of the subcontractor.....

iii) The B-BBEE status of level of the subcontractor.....

iv) Whether the sub-contractor is an EMWE or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

7. JOINT VENTURES

The College does allow for Joint Ventures. All commercial documents listed in this tender document must be submitted by all parties of the joint venture. All the parties B-BBEE Verifications have to be issued under the same Codes. A BBBEE certificate will have to be submitted in the name of the joint venture ie: a new BBBEE certificate will have to be collated, verified and issued in the capacity and name of the joint venture. At least one of the members in the joint venture will have to meet all the pre evaluation tender minimum requirements. There must be proof of previous projects that have been successfully executed by the joint venture in order to qualify in this tender process (minimum of one). A signed joint venture agreement needs to be submitted with your tender document clearly stating roles responsibilities; payment terms and general terms and conditions. The agreement must have a shareholding declaration. The tender document would have had to be purchased in the name of the joint venture together with the joint venture being represented at the briefing session. If you are unable to meet these requirements as a joint venture your tender will be disqualified from the tender process.

7.1 Are you going to enter into a joint venture?

YES		NO	
-----	--	----	--

If yes, please ensure all the necessary paperwork/requirements listed above are included with this tender request. Failure to comply with all of the above requirements could result in you/s been eliminated from the Tender evaluation process.

8. CIPC (CIPRO /CK) DOCUMENTATION AND OTHER RELATED DOCUMENTATION

Description	Yes	No
Mandatory		
Valid Tax Status Report (Attach with this tender request)		

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CPIC (CIPRO/CK) documentation confirming ownership (Attach with this Tender Request)		
ID copies of all owners (Attach certified copies with this Tender Request)		
Valid Broad-Based Black Economic Empowerment Certificate (B-BBEE) (Attach with this Tender Request)		
Service Level Agreement		
CSD Report		

9. Service providers that wish to conduct business with Majuba TVET College must be registered on the Central Supplier Database (CSD)

What is your CSD registration number:

10. SERVICE LEVEL AGREEMENT

You must include a Service Level Agreement with this tender request.

Requirement of the SLA

It must include a commencement and end date for the said period and the notice period for cancellation of the contract. The College's Legal Service department will first vet your SLA.

Timeframe for the signing of the SLA: The SLA must be signed within Fifteen (15) days after the official purchase order was issued, failure to adhere to the above mentioned timeframe will lead to the cancellation of the official purchase order.

Your service level agreement (SLA) must reflect the 5-year (60-month) period.

11. DECLARATION

I, the undersigned (Name)

Certify that the information furnished above is correct and complete.

I accept that the College may reject the Tender Application or act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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SECTION 5: TERMS AND CONDITIONS

1. PAYMENT FOR PROVISION OF FILES FOR CURRICULUM DEPARTMENT

- a) Payments will be within 30 days of a receipt of invoice.
- b) The College will only pay on invoice and goods delivery note signed off by the Campus where delivery is required.

2. FORCE MAJEURE (ACTS OF GOD)

- a) Notwithstanding the above provisions, the Service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that the delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b) If a force majeure situation arises, the Service provider shall promptly notify the College in writing of such condition and the cause thereof. Unless otherwise directed by the College in writing, the Service provider 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.

3. TERMINATION FOR INSOLVENCY

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

4. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever arises between the College and the Service Provider 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. The Principal will have the final word in the resolution of disputes.

5. GOVERNING LANGUAGE

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

6. TRANSFER OF CONTRACTS

The Service Provider shall not have abandoned, transfers, cedes, assign or sublet this contract or part thereof.

7. AMENDMENTS OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force 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 be amended or varied shall be in writing.

8. NOTES TO TENDERERS

This section outlines basic requirements that must be met. Failure to accept these conditions or part thereof will result in your tender being excluded from the evaluation process.

Bid documents should be presented to the Majuba TVET College marked "Files for Curriculum Department"

The College will not be liable to reimburse any costs incurred by the bidder during the tender process.

Evaluation of tenders will be carried out by a Bid Evaluation Committee. The evaluators will, if necessary, contact bidders to seek clarification of any aspect of the tender.

Bidders should identify any work they are currently carrying out or competing which could cause a conflict of interest and indicate how such conflict could be avoided.

9. APPOINTMENT, COMMENCEMENT AND DURATION

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The Service Provider will be appointed for a period of 60 months (5 Years) effective from the date of signing the service level agreement.

10. PACKAGE APPROACH

Majuba TVET College will prefer to conclude an agreement with a Service Provider who is able to provide a complete service.

11. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is an absolute requirement that the taxes of the successful bidder MUST be in order, or that suitable arrangements must have been made with SARS.

12. QUALITY ASSURANCE REVIEWS OF THE WORK

The successful bidder shall ensure that all work conforms to the signed agreement.

13. AUTHORISED DELEGATE (S)

Nothing as stipulated in these terms of reference may be amended without the written confirmation of Majuba TVET College.

14. DISCLAIMERS

Respondents are hereby advised that Majuba TVET College is not committed to any course of action as a result of its issuance of this RFT and/or its receipt of Proposals. In particular, please note that Majuba TVET College reserves the right to:

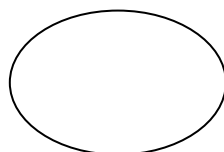
- a) Modify the RFT's Services and request Respondents to re-bid on any such changes.
- b) Reject any Proposal which does not conform to instructions and specifications which are detailed herein.
- c) Disqualify Tenders submitted after the stated submission deadline [Closing Date].
- d) Not necessarily accept the lowest priced Proposal or an alternative bid.
- e) Reject all Tenders, if it so decides.
- f) Withdraw the RFT on good cause shown.
- g) Award a contract in connection with this Proposal at any time after the RFT's closing date.
- h) Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFT.
- i) Split the award of the contract between more than one Service Provider.
- j) Make no award of a contract.

Note!

The Supply Chain Management Policies of the College dictates that no monies may be advanced to Service Providers. The College endeavours to pay Service Providers within 30 days of services rendered together with their Tax Invoice and signed Delivery Notes from the Campuses.

I the undersigned, declare that no changes or alterations have been made to this Tender /Quotation document received from Majuba TVET College. Should your Tender Application not be completed in full it will be rejected?

Signature



Company Stamp

Date

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SECTION 6: DECLARATION OF INTEREST

I, the undersigned [insert full name of signatory], in my capacity as [insert capacity, i.e., member, director, partner, etc.] of the supplier [insert registered full legal name of the supplying entity AND their company registration number]

....., certify under oath that, to the best of my knowledge, the information furnished herein is true and correct.

I accept that Majuba TVET College reserves its right to act against the supplier named above or me personally in terms hereof, should this declaration prove to be false. Majuba TVET College employees and directors that engage in private work for or on behalf of the Supplier are not permitted to financially benefit from the procurement associated with this enquiry/tender/negotiation [delete whichever option is not applicable] In order to manage situations where conflicts of interests may exist, involving Majuba TVET College employees and/or directors engaging in private work with the Supplier (named above) associated with this enquiry/tender/negotiation [delete whichever option is not applicable], you are hereby required to declare their positions to Majuba TVET College and take an oath declaring their interests.

1. FOR THE PURPOSES OF THIS DECLARATION

- Private Work includes private interests, and means any employment or commercial activity, or any other interests embarked on by an employee outside the scope of his/her Majuba TVET College employment.
- A commercial activity means any activity an employee engages in outside Majuba TVET College for the purpose of generating income, whether or not the activity actually produces income and/or is profitable.
- Close Family means persons related to the employee or director by birth, marriage, domestic partnership, adoption, guardianship or the like, who may influence, or be seen to influence the objectivity of the employee or director OR related persons who may be influenced by the employee or director in their dealings with Majuba TVET College.
- Associate means any person (i.e. a friend, rival, business partner, neighbour or the like) who has a relationship with an employee or director who may influence, or be seen to influence the objectivity of the employee or director OR who may be influenced by the employee or director in their dealings with Majuba TVET College.
- Participation in the Procurement Process means conceptualisation, proposal, specification, feasibility studies, sourcing, evaluation, benchmarking, negotiation, approval and awarding or withdrawal of offers/tenders in relation to orders/contracts for performing any work, providing any services, or supplying any material, article or equipment or performing any other act.
- Business Courtesy means a gift or favour received from a person or a firm for which fair market value is not paid, and includes non-monetary gifts, meals, drinks, entertainment, hospitality, recreation, transportation, attendance prizes, discounts, tickets, passes, promotional items, materials, equipment and the like.

2. QUESTIONNAIRE

In order to give effect to the above, the following questionnaire must be completed and submitted as a returnable with your enquiry/tender/attendance at a negotiation. * Delete whichever is not applicable.

- Are you or any other person who holds an interest in the Supplier named above (i.e. a shareholder, or a member or partner, a line manager, or a fellow employee), employed by Majuba TVET College or serves as a director at Majuba TVET College? *YES/NO If so, state particulars

Yes		No	
-----	--	----	--

If yes, state particulars

.....

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- b) Are you, or any other person who holds an interest in the Supplier named above, a close family member to or an associate of a Majuba TVET College employee and/or director, who may be participating in the procurement process associated with this enquiry/tender/negotiation?

Yes		No	
-----	--	----	--

If yes, state particulars

.....

.....

- c) Are you aware of any relationship which amounts to that of close family (i.e. related by birth, marriage, domestic partnership, adoption, guardianship or the like) or that of an associate (i.e. a friend, rival, business partner, neighbour, etc.) between person/s acting for or on behalf of the Supplier and an Majuba TVET College employee and/or director, who may be participating in the procurement process associated with this enquiry/tender/negotiation?

Yes		No	
-----	--	----	--

If yes, state particulars

.....

.....

- d) Have you, or any other person who holds an interest in the Supplier named above, given a business courtesy to or received a business courtesy from a Majuba TVET College employee and/or director over the last 12 (twelve) months?

Yes		No	
-----	--	----	--

If yes, state particulars

.....

.....

- e) Directors/Members/Partner Details

Full Name and Surname of Directors / Members / Partners	Identity Number

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SECTION 7: SUPPLIER DECLARATION

I, the undersigned (Name) have the delegated authority to
act on behalf of, (Company name) in all aspects pertaining to this tender.

Furthermore, I declare the following:

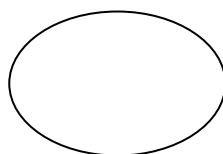
1. No changes or alterations have been made to this Tender /Quotation document received from Majuba TVET College.
2. I accept and understand that non-submission of the requested documents and non- compliance to the conditions stipulated in this tender will result in disqualification of my tender from the process.
3. I declare that this tender is in no way associated with any Majuba TVET College employees and directors
4. The information furnished in this tender document is correct and complete.
5. I accept that the College may reject the Tender Application or act against me should this declaration prove to be false.
6. The college reserves the right to split the award; part award the tender or non-award this tender at its' discretion

Caution:

It remains the sole responsibility of the supplier/contractor to regularly update the Supplier Database with relevant information with regards to your current status. Majuba TVET College cannot be held responsible where bidders fail to qualify in the tender bid, owing to a supplier/ contractor failing to update the Database timeously.

Signature

Date



Company Stamp

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