



## **REQUEST FOR PROPOSAL**

**Reference number:**

RFQ179428052018-JJ

**Closing Date and Time:**

6<sup>TH</sup> JUNE 2018

**Subject:**

**THE SOUTH AFRICAN INTERNATIONAL MARITIME INSTITUTE (SAIMI) \*\*\***

**TRANSPORT SECTOR LEARNING MATERIAL DEVELOPMENT**

**Supplier Name:**

\*\*\* SAIMI is currently housed within Nelson Mandela University (NMU), at the university's Ocean Sciences Campus in Summerstrand, Port Elizabeth.

IMPORTANT NOTE: Although a legal entity of NMU, operating within its policies and provided with technical support from the university, SAIMI has a national mandate and works with government at national and provincial levels, with the maritime industry and organised associations across the country, and with any and all education institutions from school level to TVET colleges to universities and universities of technology.

For this reason, SAIMI has its own corporate identity not linked to the university identity, its own web/email domain, and own social media presence. The intention is to preserve and strengthen this distinct identity.

This procurement process will be run via the NMU procurement system and processes, with the final decision on appointment of service provider/s resting with SAIMI. The successful bidder/s will conclude a Service Level Agreement with the University, acting on behalf of SAIMI, and all payments will be processed by NMU. However, the service provider/s relationship will be directly with, and managed by, SAIMI.

More information on SAIMI on our website [www.saimi.co.za](http://www.saimi.co.za) and/or our Facebook and LinkedIn profiles.

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## 1. BACKGROUND

### Overview and Aim

The South African International Maritime Institute (SAIMI) requires the services of a service provider(s) to develop learning material for the following Quality Council for Trades and Occupations (QCTO) qualifications:

132407001	Maritime Search and Rescue Mission Co-Ordinator
684101000	Commercial Diver
143907000	Dockmaster

This will facilitate the inclusion and capacitation of TVET and HET institutions in offering QCTO-aligned and approved training programmes by developing the necessary learning material; which in turn is accredited accordingly (as may be required) to ensure compliance to international regulatory requirements.

Historically the above-mentioned Internationally-recognized occupations/qualifications were not registered on the National Qualifications Framework (NQF) and as such funding towards training in the form of bursaries or learnerships for these qualifications were not available.

The above-mentioned qualifications (including a host of others within the Maritime domain) have since been developed according to the Quality Council for Trades and Occupations' (QCTO) requirements, and as such the development of the learning material for these qualifications are now required.

The learning material will ultimately be placed in the public domain, and distributed freely to existing and emerging providers within the MET. The focus will be access to TVET & HET institutions.

All learning material developed will need to be approved by SAMSA, or the relevant Regulatory Authority (such as DOL in the case of Commercial Diving)

All learning material developed shall remain privileged, private and owned by TETA.

The appointment is not limited to a single service provider – we are open to joint venture or sub-contracting arrangements (provided the main service provider takes responsibility for sub-contractor/s performance). Depending on responses to this RFP, we may also choose to appoint several service providers based on areas of specialist expertise, and we will expect them to work together in the best interests of the client.

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## 2. STANDARD CONDITIONS OF TENDER

### 2.1 Questions

Please direct all questions regarding this RFP to:

CONTACT FOR ENQUIRIES	TELEPHONE	E-MAIL
Mr Jakes Jacobs Head: Procurement, NMU	041 5042071	<a href="mailto:Jakes.Jacobs@mandela.ac.za">Jakes.Jacobs@mandela.ac.za</a>

### 2.2 Responses to RFP

- 2.2.1 Service Providers are requested to initial the bottom of each page in the space provided. Additional information can be attached to this Request for Proposal.
- 2.2.2 RFP to be deposited in the Tender Box at the Procurement Office, Building 15, South Campus, University Way, Summerstrand, Port Elizabeth, in a sealed envelope, clearly endorsed with the above RFP number and the words: **SAIMI – TRANSPORT SECTOR LEARNING MATERIAL DEVELOPMENT**
- 2.2.3 If responses are received after the closing date and time as stipulated herein, whether by post, hand delivery or courier, such responses will be considered NON-RESPONSIVE AND WILL NOT BE CONSIDERED.
- 2.2.4 Bidders are to provide the email address of their authorised contact person as all correspondence will be conducted by email.

***NO FINAL RESPONSES SUBMITTED PER FACSIMILE OR E-MAIL WILL BE CONSIDERED.***

- 2.2.5 The responses to this RFP will not be opened publicly.
- 2.2.6 The university undertakes not to disclose any confidential details pertaining to the proposal and/or information received to any other company, i.e., concept, design, delivery, pricing, etc.
- 2.2.7 The response to the RFP must follow the format set out in this RFP document as far as possible. Additional information / conditions may be supplied in supporting documents.

### 2.3 Communication

Bidders will be disqualified should any attempt be made by the bidder/ their partners, either directly or indirectly, to canvass any employee of the University, in respect of a response, between the closing date and the date of the award of the contract.

### 2.4 Bidder Contact Details

Bidders are required to provide the contact particulars of a person who is authorized to communicate and/or negotiate on behalf of their company / consortium.

### 2.5 Compliance

All Bidders shall be expected to be in full compliance with any and all applicable Laws and Regulations, in particular but not limited to the University Supply Chain Policy.

### 2.6 Additional Notes

The person or persons signing the proposal must be legally authorized by the Bidding Company or Consortium to do so. The parties acknowledge that the successful Bidder shall only be confirmed as such after the terms and conditions of a comprehensive agreement have been agreed to with the

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University. The University reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE ABOVEMENTIONED REQUIREMENTS MAY AT THE SOLE DISCRETION OF THE NMU RESULT IN THE PROPOSAL NOT BEING CONSIDERED.**

**2.7 Disclaimer**

Bidders are hereby advised that the University is not committed to any course of action as a result of its issue of this RFP and/or its receipt of a proposal in response to it. In particular, please note that:

- The University may change portions of the Bid and request all Bidders to re-bid on those specific changes.
- The University may reject any proposal which does not conform to instructions and specifications, which are issued herein.
- The University may reject all proposals, if, in its sole discretion, there are reasonable and justifiably compelling reasons to do so.
- The University will not reimburse any bidder for any preparation costs or other work performed in connection with this proposal, whether or not the Bidder is awarded the contract;
- The University accepts no responsibility for any loss incurred by any person(s) due to the events or actions taken as a consequence of the preparation or dissemination of this document;
- The University accepts no responsibility for the misinterpretation of information provided herein by any bidder, such misinterpretation which may result in errors, omissions or misstatements, negligent or otherwise, made by a bidder responding to this proposal; and
- Response to this RFP does not guarantee any work with the University

RESPONDENT'S CONTACT DETAILS	
Name of contact person	
Position in company	
Telephone	
Cell	
E-mail address	

**2.9 Value-added tax (VAT)**

All prices and/or rates Tendered shall be deemed to be **INCLUSIVE** of Value Added Tax.

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### 3. DEFINED TERMS

In this RFP, the following terms shall bear the meanings ascribed to them, unless clearly inconsistent with the context:

Bidder:	The person or entity submitting a Proposal in response to this RFP.
The University:	The NELSON MANDELA UNIVERSITY.
Project Plan:	The plan setting out the work to be done by the Project Team, detailing the timelines, budgets and deliverables for executing the proposal.
Project Team:	The agency management and staff who will work on the SAIMI account.
Proposal:	The proposal by the Bidder in response to this RFP.
Master Contract:	The written agreement to be concluded between the University and the successful Bidder for the execution of the RFP.

### 4. INFORMATION REQUIRED IN BID DOCUMENT

The documents listed below MUST be provided by all bidders responding to this RFP:

- 4.1 Valid BEE Certificate or, for an Exempted Micro Enterprise (EME), ie turnover less than R10m per annum, an affidavit from Auditors to confirm turnover.
- 4.2 Tax Clearance Certificate
- 4.3 VAT Registration Certificate
- 4.4 Letter from bank confirming bank details (new creditors only)
- 4.5 Project team: List the people who will be managing and working on the SAIMI account – their profiles, qualifications and experience.
- 4.6 Joint ventures/sub-contracting: Detail any actual or envisaged joint venture or sub-contracting arrangements to be used on the SAIMI account; and provide the company profile and project team info as requested above. Stipulate the details of the main contractor.

### 5. SPECIFIC TERMS AND CONDITIONS

#### 5.1 Non-acceptance of Proposal

The University reserves the right, in its sole discretion without being obliged to provide reasons therefore, to accept all, some, or none of the Proposals submitted, either wholly or in part, and is not

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obligated to accept the Proposal that achieved the highest score or the lowest price.

The submission of the Proposal does not confer any right or expectation to any Bidder that the University shall accept its Proposal, either in whole or in part.

## **5.2. Confidentiality**

The Bidders are required to submit their Proposal in accordance with the requirements of the RFP. No discussion, negotiations or correspondence will be entered into with any Bidder in this regard except as provided for in Clause 2.1 above. Neither the Bidder nor the University shall disclose the content of the Proposal to any other Bidder, without the written approval of both the University and the Bidder.

## **5.3 Variation**

The University may at its own discretion, by notice in writing to all Bidders, supplement or update terms, content and conditions of this RFP without being obliged to give reasons therefore.

## **5.4 No Guarantee**

The call for Proposals in terms of this RFP does not guarantee any Bidder development rights and does not constitute a valid offer to the Bidder. The call for RFPs shall constitute an invitation by the University to the Bidder to submit an offer to the University, capable of acceptance by the University.

## **5.5. Further Amendments and Submissions**

Upon submission by the Bidder of its Proposal, and after the closing date and time for the submission of Proposals, no further amendments or submissions in relation to a Proposal shall be accepted by the University unless simultaneously requested from all the Bidders by the University or unless agreed upon by University in writing.

## **5.6. Compensation**

The University is not obliged to compensate any Bidder for any costs or losses arising out of the submission of the Proposal, or the submission of any further requested information, under any circumstances whatsoever.

## **5.7. Cancellation of Rights**

The University may in terms of applicable legislation, or policies, refuse, suspend or cancel any rights conferred on the Bidder, if it is found that such Bidder has provided false or misleading information to the University, whether or not the provision of such information was intentional or negligent, and regardless as to whether the information had any direct influence on any decision by the University in relation to the award of the Tender.

## **5.8. Good Faith**

In their dealings with the University and other relevant persons in the RFP process, the Bidders are expected to observe the utmost good faith; to give full effect to the intent and purpose of this RFP; not to do anything nor to refrain from doing anything which may

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in any way prejudice or detract from the rights, property or interests of the University.

## 5.9. No Binding Agreement

The Proposal from a successful Bidder does not constitute a binding contract, until accepted in writing by the University, and communicated in writing to the successful Bidder.

## 6. CONFLICT OF INTEREST

Any situation in which a member or connected person has an actual or potential interest that may impact negatively on the integrity or objectivity of the University, thereby causing prejudice to the University or undue or improper benefit to the individual, including situations where:

- a position of authority may be used to influence or to make decisions that lead to any form of financial or personal gain for that member or for his or her relations;
- financial or other personal considerations may compromise, or may have the appearance of compromising, a member's professional judgement in conducting or reporting research.

**Interest:** Includes but is not limited to:

- *Commercial interest:* Partnerships, firms, companies, close corporations, businesses or other organisation in which a pecuniary interest, fiduciary responsibility, personal participation or any other form of interest is substantial enough to be of significance, for example, holding the position of Executive Director or having more than 5% control (where 'control' means right to direct the affairs of a company as a shareholder, a member of the board of directors, by agreement or otherwise).
- *Financial Interest:* Anything of non-trivial monetary value, including, but not limited to, pay, commission, consultancy fees, equity interests, forgiveness of debt, property, royalties, intellectual property rights, gifts, discount, hospitality and services.
- *Non-financial interest:* This includes, but is not limited to, enhancement of a career, education or professional reputation, access to privileged information or facilities.
- *Relationship interest:* A partner, a close personal friend and any other person with whom the member has a relationship which is likely to appear to a reasonable person to influence his/her objectivity.

Any member or any connected person of such member may not conduct business, either directly or indirectly with NMMU in the event of there being a conflict of interest, unless the approval of MANCO is obtained, and MANCO having considered the following facts:

- the goods, products or services offered are unique;
- the supplier is the sole provider; and
- it is in the best interest of NMMU to conduct such business.

Council members, members of sub committees of council and incumbents falling within peromnes level 1 – 4, may not conduct any business directly or indirectly with the NMMU irrespective of whether a conflict of interest exists or not, due to the nature of the positions they occupy.

Any person who has transgressed the paragraphs above will in future, without prejudice to any other remedy or recourse which the NMMU may be excluded from rendering goods and services to the NMMU.

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**Please complete the document below to ensure compliance.**

Connected Person - A person is deemed to be a "Connected Person" using the consanguinity and affinity linear diagrams and being within four degrees of connectivity.

Member - Any person permanently employed or under contract to the University, registered students, council members, members of sub committees of council as well as any other persons engaged in activities on behalf of the University.

No, I am not connected.

Name: \_\_\_\_\_  
Signature \_\_\_\_\_

Position in your company: \_\_\_\_\_

Date: \_\_\_\_\_

Yes, I am connected.

Name: \_\_\_\_\_  
Signature \_\_\_\_\_

Position in your company: \_\_\_\_\_

Date: \_\_\_\_\_

Other particulars:  
\_\_\_\_\_  
\_\_\_\_\_

Linear Consanguinity Diagram	Please indicate with tick ✓
<b>4<sup>th</sup> Degree</b>	
Great Great Grandparents	
Great Aunt/Uncle	
First Cousin	
Great Nephew/Niece	
<b>3<sup>rd</sup> Degree</b>	
Great Grandparents	
Aunt/Uncle	
Nephew/Niece	
Great Grandchild	
<b>2<sup>nd</sup> Degree</b>	

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Grandparent	
Brother/Sister	
Grandchild	
<b>1<sup>st</sup> Degree</b>	
Parent	
Child	
<b>MEMBER (As defined above)</b>	
Linear Affinity Diagram	Please indicate with tick √
<b>MEMBER (As defined above)</b>	
<b>1<sup>st</sup> Degree</b>	
Spouse	
<b>2<sup>nd</sup> Degree</b>	
Parent-in-law	
Daughter/Son-in-law	
<b>3<sup>rd</sup> Degree</b>	
Grandparent-in-law	
Brother/Sister-in-law	
Grandchild-in-law	
<b>4<sup>th</sup> Degree</b>	
Great Grandparents-in-law	
Aunt/Uncle-in-law	
First Cousin-in-law	
Niece/Nephew-in-law	
Great Grandchild-in-law	

Please provide us with the person's name and surname as indicated above:

Name of staff member/connected person	Relationship

I the undersigned (name) \_\_\_\_\_ certify that the information furnished above is correct.

Signed at .....on this .....day of .....20...

Signature..... Capacity of signatory.....

Registered name of Service Provider.....

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Email address.....  
Address.....  
Telephone number.....

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## 7. SCOPE OF WORK (REQUIRED PROPOSAL)

### 7.1 Business Requirement

Learning material for one (1), two (2), or all three (3) of the following Quality Council for Trades and Occupations (QCTO) qualifications are required:

- 132407001 Maritime Search and Rescue Mission Co-Ordinator
- 684101000 Commercial Diver
- 143907000 Dockmaster

The following must be included in the development:

- Learner Guides
- Moderator Guides
- Facilitator Guides
- QAS addenda for each qualification (inclusive of assessment guides and integrated external assessment per qualification)

### 7.2 Project Funds, Expected Deliverables, Outputs and Outcomes

7.2.1 The bidder is required to submit the following documents as soon as possible:

- A proposal consisting of the project implementation plan
- Submission of the methodology/design strategy
- Requirements as stipulated in point 4 above

7.2.2 Project funds will be disbursed according to the following timeframes:

- a) An amount representing 30% (thirty percent) of the total price quoted, for each of the three mentioned qualifications payable, subject to submission before 15 June 2018 and approval of the following –
  - Submission of project implementation plan
  - Submission of methodology/design strategy
- b) An amount representing 35% (thirty five percent) of the total price quoted, for each of the three mentioned qualifications payable, subject to submission before 31 July 2018 and approval of the following –
  - Submission of progress report on modules developed
  - Submission of completed modules for (all three) qualifications to be developed
- c) An amount representing 35% (thirty five percent) of the total price quoted, for each of the three mentioned qualifications payable, subject to submission before 30 November 2018 and approval of the following –
  - Submission of close out report confirming completion of the project
  - Submission of completed learning material (knowledge, practical and workplace experience modules) in soft copy
  - Submission of material shall include the following:
    - Learner Guide
    - Facilitator Guide
    - Moderator Guide
    - QAS addenda (inclusive of assessment guides and integrated external assessment)

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PRICE SCHEDULE		

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**7.4 Contactable References**

<b><i>NAME OF COMPANY</i></b>	<b><i>CONTACT PERSON</i></b>	<b><i>TELEPHONE NUMBER</i></b>	<b><i>APPROXIMATE ANNUAL VALUE OF BUSINESS</i></b>	<b><i>DURATION OF CONTRACT</i></b>

**8. TIMEFRAMES**

As indicated under 7.2.2

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## 9. EVALUATION CRITERIA

Service providers will be assessed in terms of experience in providing the service. Qualifying criteria are qualifications, testimonials, number of years the organization has been in business and number of contracts executed. Only service providers scoring 70% will be considered.

### EVALUATION CRITERIA

Category of Tender being evaluated:

1. Price.....	80
2. Broad Based Black Economic Empowerment....	20
<b>TOTAL:</b>	<b>100</b>

1.	Functionality			Score
	Qualifying Criteria	Requirement	Max Points	
	Qualifications	Qualifications, training and experience of employees that will render the service to the NMMU Below average 1 point Average 2 points Above Average 4 points Resumes to be provided	4	
	Testimonials	Testimonials on experience and track record of at least 3 contracts with big enterprises 1 Contract – 2 Points 2 Contracts – 4 Points 3 Contracts – 6 Points References to be provided	6	
	Number of years the organization has been in the Business	Longer than 10 years – 9points 10 years and less -6 points 9 years and less – 5 Points 8 years and less – 4 Points 7 years and less – 3 Points 6 years and less – 2 Points 5 years and less – 1 Points	9	

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	Number of contracts executed	Number of contracts 1 Contract – 2 Points 2 Contracts – 4 Points 3 Contracts – 6 Points References to be provided  Please provide contactable references	6	
<b>2.</b>	<b>Price</b>			<b>Score</b>
	:  $Pt - Pmin$ $Ps = 60 \quad 1 - \frac{Ps - Pmin}{Ps - Pmin}$ <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Rand value of offer tender consideration</p> <p>Pmin = Rand value of lowest acceptable tender</p>			
<b>3.</b>	<b>Broad Based Black Economic Empowerment (BBBEE)</b>			<b>Score</b>
	Level 1 Contributor Level 2 Contributor Level 3 Contributor Level 4 Contributor Level 5 Contributor Level 6 Contributor Level 7 Contributor Level 8 Contributor	20 18 16 12 8 6 4 2	_____  <b>20</b>	

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