POLICY ON PROCUREMENT

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POLICY ON PROCUREMENT

PART A: GENERAL PRINCIPLES

1. PREAMBLE

Based on the principles of honesty, fairness and integrity and through the use of a transparent, centralised procurement system, we are committed to the efficient and cost-effective procurement of goods and services which meet the needs of UNISA. Responsibility Centre Managers are accountable for the prudent use of University resources in compliance with policies, procedures and applicable legislation.

2. OBJECTIVES

2.1 To promote the proficient supply of goods and services through the promotion and application of best procurement practices.

2.2 To ensure that UNISA conducts business with entities that are demonstrably committed to the Broad-Based Black Economic Empowerment Act 53 of 2003, and the Codes of Good Practice.

2.3 To set out the rules and authority levels for the acquisition of goods and services.

2.4 To ensure that the University’s procurement activities are conducted in a manner that is

- equitable
- fair
- transparent
- competitive,

- cost-effective. ¹

2.5 To source goods and services of a required quality at the right price from suitably qualified service providers/suppliers with high business ethics.

2.6 To meet the procurement needs of UNISA in a professional manner.

2.7 To abide by the UNISA Code of Ethics and Conduct and the Policy on Prevention of Fraud/Corruption and other Irregularities.

2.8 To achieve commercial equity targets as determined by Finance and Investment Committee of Council (Fincom).

2.9 To ensure the procurement of goods and services from socially and environmentally responsible suppliers subscribing to core values in the areas of human rights, labour

¹ Section 217 of the Constitution of the Republic of South Africa, 1996
standards, the environment, and anti-corruption.

3. **PRINCIPLES**

3.1 **Centralised system**

UNISA uses a system of centralised procurement. All procurement of goods and services must be channelled through the Procurement Directorate by means of a duly authorised requisition or contract. This excludes purchases from occasional suppliers, which should be channelled through the Petty Cash System.

The following must be noted:

3.1.1 All procurement must be from UNISA approved suppliers as per the Supplier List Application referred to under Part A paragraph 5.

3.1.2 No supplier may be instructed to deliver goods or services before an official order number has been issued by the Procurement Directorate or a duly authorised contract has been put in place.

3.1.3 All invoices and delivery notes from suppliers should reflect the official UNISA order number and VAT number.

3.1.4 Only the Procurement Directorate or other purchasing units as approved by Fincom or UNISA Regional Offices in countries other than South Africa may process or place official orders with suppliers.

3.1.5 The library will handle its own purchasing of information resources. All other general purchasing including closed and public tenders should follow the process as indicated in this Procurement Policy.

3.2 **Restrictions on procurement of assets**

Only assets budgeted for and approved by Council may be purchased.

3.3 **Ethical standards and conflicts of interests**

All procurement transactions and interactions with suppliers, including supplier selection and evaluation, are subject to the provisions outlined in UNISA’s Code of Ethics and Conduct and the Prevention of Fraud/Corruption and other Irregularities Policy.

3.4 **Declaration of interest**

3.4.1 Any person involved in the purchasing, public and closed tender or supplier evaluation process must complete and sign the applicable declaration of interest form (Annexure "B").

3.4.2 Any person with an interest that may affect or could be seen to affect their impartiality should immediately declare the conflict of interest, in writing, withdraw entirely from the process and relinquish all further related duties to his/her line manager.

3.4.3 Suppliers or their employees may not in any way participate or influence the specifications or standards set for goods and services to be purchased. A Declaration of Interest form as attached to the Supplier List Application Form (F25) must be completed by all suppliers.

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2 See Annexure “A”
3.5 Confidentiality and accuracy of information

3.5.1 The confidentiality of information received in the procurement process should be respected.

3.5.2 Specific details of suppliers’ bids must not be divulged, unless it is in accordance with the Promotion of Access to Information Act, 2000 (Act 2 of 2000) and then only through the Department: Legal Services.

3.5.3 All members of the Procurement Directorate and all committee members serving on procurement-related committees or attending procurement related meetings must sign the Confidentiality Procurement Process Form (Annexure “C”).

3.6 Business gifts and hospitality

No UNISA employee may accept any gift, hospitality or other inducement that may influence them in their decision-making responsibilities, or that may be seen to influence them in their decision-making responsibilities. Any such attempted inducements must immediately be reported to the relevant his/her Executive Director/Dean or the Director: Procurement.

4. CHANGE CONTROL

Any change to this policy must be effected in accordance with University accepted procedure. The B-BBEE Rating Form (Annexure "D") may only be amended through formal changes to this policy.

5. POLICY VIOLATION

Employees who do not adhere to this policy will be subject to disciplinary action.

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PART B: POLICY ON PURCHASING

1. PREAMBLE

This policy for the acquisition of goods and services must be read with the Public Tender Policy, Purchasing Procedures, Policy on Official Signing Powers regarding Cheques, Electronic Payments and Contracts and other related financial policies.

2. DEFINITIONS AND ABBREVIATIONS

Asset(s) refer(s) to items of a capital nature, as defined in the Policy on Asset Management;

Black South Africans means Blacks, Coloureds and Indians who are South African citizens by birth or who have obtained citizenship prior to 27 April 1994;

Commercial purchasing refers to the acquisition of goods and services for business purposes, excluding employment of employees;

Goods mean tangible goods of a capital nature (assets) or goods that are consumed in the operational activities of UNISA;

Professional services refer to services rendered by those registered with recognised professional bodies/institutes;

Services refer to the provision of skills and expertise;

Tender/quotation means a verbal or written offer or bid in a prescribed format in response to an invitation by UNISA for the provision of services or goods;

B-BBEE means Broad-Based Black Economic Empowerment as defined in the Broad-Based Black Economic Empowerment Act 53 of 2003 and the Codes of Good Practice;

BSA means a Black South African;

CIDB means the Construction Industry Development Board;

EME means the Exempt Micro Enterprises as defined by the Codes of Good Practice in terms of B-BBEE;

Fincom refers to the Finance and Investment Committee of Council;

Mancom refers to the Management Committee consisting of the Principal and Vice Chancellor, Pro Vice Chancellor, Assistant Principal, Vice Principals and Registrar;

QSE refers to the Qualifying Small Enterprise as defined by the Codes of Good Practice in terms of B-BBEE.
3. GENERAL PRINCIPLES AND CONCEPTS

3.1 No payment without an official order/contract

3.1.1 The University’s official order or duly authorised contract is an acceptable and binding contract between UNISA and its approved suppliers.

3.1.2 No payment (save as provided for in paragraph 3) will be made to any supplier for goods delivered or services rendered if not stipulated in an official order or duly authorised contract.

3.1.3 It is essential that orders be generated prior to the purchasing of goods or services. If an employee does not adhere to this provision, disciplinary action will be taken with a possible sanction of such employee being held personally responsible for these expenses.

4. SUPPLIER SELECTION GUIDELINES

4.1 Approval

4.1.1 All suppliers must be approved by UNISA’s Purchasing Manager in respect of the commercial information and in consultation with the Commercial Equity Manager in respect of Broad-Based Black Economic Empowerment initiatives.

4.1.2 The approval will be recorded on the Supplier List Application Form (F25).

4.2 Sole suppliers

4.2.1 Sole suppliers can be broadly defined as direct purchases from

- manufacturers or licence holders
- publishers
- intellectual property owners

4.2.2 Registration of all sole suppliers must be referred to the Tender Committee for approval.

4.2.3 Applications to appoint new sole suppliers should be accompanied by supporting proof of completed market research, feasibility study regarding product selection, scope of work and project plan.

4.2.4 Goods/services must be chosen and approved in terms of acceptable standardisation initiatives to facilitate operational efficiency.

4.2.5 The commercial and BEE ratings that apply to all supplier selection at UNISA also apply to sole suppliers.

4.3 Supplier selection

4.3.1 All suppliers must bid in open competition according to the purchasing procedures of UNISA.

4.3.2 Suppliers will be evaluated and scrutinised on an equal basis in respect of quality, price, expected service levels, B-BBEE, or any other commercial or technical requirements.
4.3.3 The use of QSE and EMEs is to be encouraged, particularly at the Regional Offices so as to stimulate local trade.

4.3.4 The list of approved suppliers will continuously be revised in order to ensure that B-BBEE targets and quality standards are maintained.

4.4 Professional or specialised services and supplier selection

4.4.1 The identification of suitable suppliers of professional and specialised services registered with professional bodies in the relevant industry will be recognised, provided that proof of membership is supplied by the requester or Procurement Directorate (e.g. Chartered Accountant registered with SAICA or Health Professionals registered with Health Profession Council of South Africa).

4.4.2 Professional or specialised services suppliers will be evaluated and scrutinised on an equal basis to suit the needs of the University.

4.5 Collaborative purchasing

4.5.1 The University may enter into collaborative agreements where it is to the advantage of the University.

4.5.2 Where collaborative agreements have been negotiated and more than one supplier is identified, quotation requirements will apply but may be restricted to the suppliers on the agreement.

5. QUOTATIONS

5.1 Requirement

- Any purchase of assets, consumables and services requires valid and comparable quotations from bona fide suppliers. A bona fide supplier can be defined as a registered entity with valid CIPRO, SARS registration and clearance certification.

- Internal clients may obtain quotations up to R50 000, but quotations exceeding R50 000 should be obtained by the Procurement Directorate.

5.2 Evaluation of quotes

An end-user may make recommendations regarding the assets, consumables and services they require, but should be aware that the Procurement Directorate reserves the right to verify information and upon consultation appoint another supplier.

5.3 Evaluation of proposals

Proposals will be submitted to the Procurement Directorate and will be evaluated by a working committee convened as per public tender procedure and submitted to the Tender Committee for consideration.

5.4 Negotiations on technical/commercial matters

The following general rules apply:

5.4.1 The technical employees nominated by the end user will carry out negotiations on technical matters.

5.4.2 The Buyer will carry out negotiations on commercial matters.
5.4.3 Where technical and commercial matters are interlinked, negotiations should be in the presence of both technical and commercial representatives.

5.5 Error in quotation

5.5.1 If an error is made in the quotation or an apparent error is detected, the process of obtaining revised quotations will be overseen by the Procurement Directorate.

5.5.2 Revised quotations will only be allowed under exceptional circumstances as evaluated by the Procurement Director and on the understanding that all bidders will be given this opportunity.

5.6 Quotations from former UNISA employees

Former UNISA employees are welcome to submit quotations or seek to do business with UNISA provided that a period of two years has elapsed since conclusion of their employment with UNISA. Such previous employment, including the date of voluntary resignation or retirement, must be declared in writing.

5.7 Emergencies and exceptions

5.7.1 An emergency is a sudden, urgent usually unexpected occurrence or occasion that requires immediate action where damage will occur if not attended to immediately.

5.7.2 In the following highly exceptional cases, quotations or tender requirements will not apply:

- emergency repairs and services eg broken gas pipes, network breakdowns etc
- verified sole suppliers of goods/services or where an agreement and duly signed contract is in place
- goods/services purchased by UNISA offices located outside South Africa.

5.7.3 The nature of the emergency or exception must be indicated in writing on the requisition.

6. CONTRACTS

6.1 New contract

6.1.1 Formal contracts will be concluded with suppliers as and when required. Such contracts must incorporate all legal matters and provisions as set out in this policy and must be reviewed and authorised by the Legal Services Department prior to signing.

6.1.2 Contracts are preferable for services rendered and for recurring orders, especially where the agreement is in place for a period of more than 12 months.

6.1.3 Contracts pertaining to tenders must be signed within three months after the Mancom decision to award the tender.

6.1.4 A contractor shall not abandon, transfer, assign or cede a contract or part thereof without the written permission of the University.

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6.2 Due Diligence Certificate

All contracts must comply with the Policy on Official Signing Powers regarding Cheques, Electronic Payments and Contracts. The contact to be signed must accompany the Due Diligence Certificate (Annexure "3").

7. SUPPLIER OBJECTION

If a supplier believes that the purchasing process has been compromised, they may, with proper motivation and evidence, request the Director: Procurement to investigate the matter.

8. UNISA REGIONAL OFFICES OPERATING OUTSIDE OF SOUTH AFRICA

All purchasing of goods and services should abide by the best purchasing practises entrenched in this Policy. However, consideration should be given to the following:

8.1 All purchasing must be done in accordance with local legislation and requirements of the country in which the regional office is situated.

8.2 Purchasing should be aimed at supporting local suppliers that trade in that country.

8.3 Prevailing market conditions will influence trade.
PART C: POLICY ON PUBLIC TENDER

1. PREAMBLE

1.1 UNISA uses a public tender system for the supply of goods and services above the Public Tender platform as outlined in the Purchasing Procedures in Annexure 2.

1.2 All bids below the public tender platform should be in accordance with the details set out in the Purchasing Procedures Annexure 2.

1.3 Part B: Public Tenders sets out the specific requirements and conditions which govern UNISA public tenders.

1.4 The governing principle of the public tender process is entrenched in the objectives outlined in paragraph 2.4 of the Policy on Procurement.

1.5 It is essential that the advertisement indicates the requirements and that the adjudication and awarding of the tender are similarly linked.

2. DEFINITIONS

Approval/approved refers to the University’s written recommendation of the tender by the Tender Committee and subsequent Management Committee approval;

B-BBEE objectives are the objectives set out in the Part A: Purchasing;

Buyer refers to UNISA, including its own duly authorised representative, successors and assignees;

Contract contents refer to the University’s tender conditions and specifications as agreed with the successful tenderer;

Contract price or price means the price quoted by the tenderer and accepted by the University for the execution of the contract;

Delivery date means the date as stipulated in the contract for the delivery of goods, rendering of services or completion of projects;

Goods and/or services refers to the machinery, equipment, apparatus, rental of buildings, materials, services or consultancy/professional services that must be provided in terms of the contract;

Legal Advisor refers to the Executive Director: Legal Services or his/her nominee;

Month means a calendar month;

Specifications refer to any specifications as drawn up by the University that are provided together with tender documents;

UNISA means the University of South Africa;

Tender closing date refers to the last day and time set out in the advertisement that tenders may be submitted;
Tender register means the hard-copy (bound) book in which the details of tenders received are recorded and are signed for by the Director: Procurement or his/her nominee and the Manager: Purchasing or his/her nominee;

Tender Committee refers to the Committee constituted by the Management Committee to administer the tender process of UNISA;

Tenderer is a person who responds to a specific invitation to tender by formally submitting a tender at the designated tender address before the closing date, including the tenderer's personal legal representative, heir, successor and assignees;

Tender address is the address as stipulated in the tender advertisement;

Tender documents are documents (forms) as prescribed by the Tender Committee, including any other documentation submitted by the tenderer to the University in response to a specific invitation to tender;

VAT Value Added Tax.

3. EXECUTIVE AUTHORITY

Any deviations in respect of tenders will be evaluated by the Tender Committee, which will make recommendations to Mancom.

4. GENERAL PRINCIPLES AND CONCEPTS

4.1 Invitation to tender

4.1.1 UNISA invites suppliers who meet the criteria to tender for the provision of goods or the rendering of services.

4.1.2 An invitation for tenders is made to the public by means of an advertisement in local and/or national newspapers and UNISA website where applicable.

4.2 Tender documents

4.2.1 Tender documents are supplied in single copies and tenderers must make their own copies for personal reference.

4.2.2 These documents will be distributed at or before the public information session.

4.2.3 An administration fee will be levied.

4.3 Administration of tenders

4.3.1 UNISA’s public tenders will be administered and assessed in accordance with Part B of this Policy, but guided by the B-BBEE principles entrenched herein.

4.3.1 For the purpose of buildings, engineering and construction works the grading ranges of the Construction Industry Development Board (CIDB) may be used as the basic requirement indicator in the tender invitation process.

4.3.2 Where the total order value exceeds the public tender platform, the appointment of professionals and specialised service providers who are deemed to be verified sole suppliers requires the recommendation of Tender Committee and the
approval of Mancom.

4.3.3 The Tender Committee must ensure that tenders are administered in terms of this policy and that any deviations are reported to Mancom.

4.3.4 The Tender Committee must ensure that administration procedures are developed in line with this policy.

5. SUBMISSIONS OF TENDERS

5.1 Requirements

Tenders must comply with the specific requirements and conditions as set out in the advertisement, which may include the conditions as set out below.

5.2 Submissions of tenders

5.2.1 Properly completed tender documents must be submitted in a sealed envelope.

5.2.2 The tender number, closing time and date, and a description of the relevant goods/services tendered for, must be clearly indicated on the envelope.

5.2.3 The sealed envelope may not contain any documents other than those indicated on the envelope.

5.3 Where to submit a tender

5.3.1 Tender documents must be posted in the tender box as stipulated in the advertisement, on or before the stipulated cut-off time and date.

5.3.2 Tenders received after the cut-off time on the stipulated date will not be considered.

5.4 Documents included in the tender

The tenderer must include applicable information (by means of appropriate documents) substantiating the requirements as set out in the advertisement in order to enable the University to consider and investigate any technical particulars that require clarification in the tender.

5.5 Schedules

5.5.1 Where applicable, annexures as referred to in the document must be properly completed and included, since these will be binding.

5.5.2 When the tenders are evaluated, these schedules will be used in order to compare the merits of competing tenders.

5.6 Format

5.6.1 Tender documents must be typed, printed and/or completed in black ink.

5.6.2 Any tender document completed in pencil will not be accepted.

5.7 Signing of tender documents

5.7.1 All tender documents, as well as all annexures, must be signed by a properly authorised signatory of the tenderer. Failure to do so will disqualify a tender.
5.7.2 Any alterations must be properly initialled by the tenderer. Failure to do so will disqualify a tender.

5.7.3 No correction fluid may be used on the tender documents. Failure to adhere to these conditions will disqualify a tender.

5.8 Signatories guarantee

The tenderer must confirm that its signatory has the authority of the legal entity to sign the applicable documents, by attaching a certified copy of the relevant resolution of the legal entity. Failure to do so will disqualify the tender.

5.9 Supplier List Application Form

5.9.1 Completion of the Supplier List Application Form (F25) and submission of all substantiating documentation is compulsory.

5.9.2 Failure to complete this form or provide required documentation outlined thereon will disqualify a tender.

6. SPECIFICATION AND PRICES

6.1 Documentation

6.1.1 No tender will be considered unless it is accompanied by adequate or certified documentation indicating that the goods offered comply with the specifications.

6.1.2 Tenderers must stipulate the country of origin and the name of the manufacturer(s) of the articles offered.

6.2 Substitutes

Tenderers must clearly indicate, in a separate annexure together with applicable substantive documentation, alternative equivalents or substitutable articles that comply with the specifications.

6.3 SANS specifications

6.3.1 Tenderers must indicate whether the articles offered are manufactured according to South African National Standards (SANS) specifications, and, if so, a certified copy of the latest SANS certificate must be attached to the tender document.

6.3.2 Preference will be given to articles bearing the SANS stamp.

6.3.3 In cases where a tenderer has indicated that the article (or articles) offered complies with SANS specifications, the University retains the right to have the article (or articles) tested by the SANS at the tenderer’s expense if, according to the University, it has been found that the article (or articles) offered do (does) not comply with the specifications. The tests must be carried out before the Tender Committee makes its recommendation.

6.4 Price information

6.4.1 Tenderers must indicate clearly whether prices are fixed or are in any way conditional, subject to escalation, confirmation or a particular rate of exchange.

6.4.2 If prices quoted are not fixed, price increases will be accepted only if the
tenderer can submit documentary proof to the satisfaction of the Tender Committee that such price increases are anticipated and are unavoidable. Proof of such conditions must be submitted with the tender.

In the absence of such information, prices will be regarded as fixed for the full duration of the contract.

6.4.3 All quoted prices must be itemised indicating specifics such as handling, insurance, delivery and installation costs, packaging costs and transaction-related costs that will affect the total cost to UNISA.

6.4.4 VAT must be indicated separately. If not stated, the bid will be accepted as being inclusive of VAT.

6.5 Currency

All prices must be quoted in South African currency and must be in accordance with VAT legislation.

6.6 Discounts

Any discounts granted to the University must be indicated.

6.7 Delivery conditions

Tenderers must stipulate delivery conditions clearly, for example: F.O.R (free on rail), buyer station or delivered UNISA, etc.

7. ACCEPTANCE OF THE TENDERS

7.1 Opening of tenders

7.1.1 Tenders will be collected from the tender box by the Director: Procurement or his/her nominee and the representative of the Tender Committee or his/her nominee.

7.1.2 Tenders will be opened after the advertised cut-off date and time by the above UNISA officials and will be entered in the tender register.

7.2 Confidentiality

7.2.1 Under no circumstances must the contents and price of one tender be made known to other tenderers.

7.2.2 All members of the Procurement Directorate and all committee members serving on procurement-related committees or attending a procurement related meeting must sign the Confidentiality Procurement Process Form. (Annexure "C")

7.2.3 Any employee who breaches this provision will be guilty of gross misconduct and any tenderer breaching confidentiality will be disqualified.

7.3 Rights reserved by UNISA regarding tenders

The University reserves the following rights regarding the acceptance of tenders:

7.3.1 To accept, at its sole discretion, any tender in its entirety or only partly.

7.3.2 To accept any tender, irrespective of whether or not it is the lowest bid.
7.3.3 The University will not be liable for any financial expenditure incurred in drawing up the tender, or in respect of any steps taken by the tenderer in drawing up such tender.

7.3.4 The University reserves the right not to award a tender.

7.3.5 The Management Committee decision in awarding a tender is final. The outcome of the tender will be communicated to all participating tenders. No additional correspondence will be entered into regarding the adjudication process.

7.4 Black Economic Empowerment

7.4.1 UNISA subscribes to the principles of Broad-Based Black Economic Empowerment Act 53 of 2003 and the Codes of Good Practice. For details, refer to the Part A of this Policy.

7.4.2 The Executive Director: Finance must monitor expenditure on suppliers to ensure adherence to Broad-Based Black Economic Empowerment Act 53 of 2003 and the Codes of Good Practice targets.

8. WITHDRAWAL OF A TENDER

8.1 Validity period

Tenders must be valid for a minimum period of ninety calendar days, or as otherwise specified in the tender documents calculated from the closing date of the tender. During this period, a tender may not be withdrawn.

8.2 Withdrawal of tender

8.2.1 If a tender accepted by the Tender Committee is withdrawn, the tenderer will be liable for the difference between his/her tender price and the price of the next tender that must of necessity be accepted.

8.2.2 However, if documentary evidence can be submitted to the satisfaction of the Tender Committee of UNISA to justify the withdrawal, no such liability will exist.

8.3 Communication of the tender result

8.3.1 Successful and unsuccessful tenderers will be advised of the outcome of the tenders within fourteen days of the date of the final decision of Mancom.

8.3.2 UNISA cannot accept responsibility for incorrect supplier’s contact details provided in the tender documentation and the subsequent failure of communication of the tender outcomes.

8.4 Cancellation of contract owing to false information

Any contract awarded on account of false information furnished by the tenderer in order to secure a tender may be cancelled at the sole discretion of the University, without prejudice to any other remedies the University may have.

9. DELIVERY AND SUPPLY OF GOODS AND SERVICES

9.1 Order/Contract

9.1.1 Orders will be placed as and when required.
9.1.2 It is an explicit condition that no goods and/or services may be supplied before an official order or duly signed contract has been issued by the University.

9.2 Delivery period

9.2.1 Successful tenderers must execute all orders strictly within the delivery period as specified.

9.2.2 Should the tenderer default in this respect, the University retains the right to place orders elsewhere and all additional expenses will be for the account of the tenderer.

9.2.3 In such case, the tenderer will be held in breach of contract.

9.2.4 Goods ordered before or on the last day of the tender period must be delivered at tender price, even though delivery is after the tender period.

9.3 Goods delivered

9.3.1 Goods and materials supplied must be equivalent in all respects to the samples supplied, or as stipulated in the specifications of the invitation to tender.

9.3.2 Any goods/services that do not comply with the specifications or which, for any reason, prove unsatisfactory will be rejected.

9.3.3 The tenderer will be informed of such action, upon which the goods must be removed immediately at the cost of the tenderer.

9.3.4 The fact that no objection is recorded on delivery will not prejudice the University’s rights in terms of this clause.

9.4 Permits

Unless otherwise indicated, it must be assumed that the University does not have a permit to import goods.

9.5 Dispute arising from the above

Any dispute arising from, or in connection with, this contract shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator, or arbitrators, appointed by the Foundation.

10. OTHER TENDER MATTERS

10.1 General

By submitting a tender, the tenderer confirms that he/she is aware of all prescriptions and circumstances pertaining to the tender, and that the goods/services offered are as stipulated by the specifications.

10.2 Samples

10.2.1 Where submissions of samples are a requirement of the tender, such samples will be submitted to the Procurement Directorate as and when requested. Failure to adhere to this requirement will render the tender invalid.
10.2.2 Such samples will be retained for the full duration of the contract so that they may be referred to in the event of a dispute.

10.2.3 Tenderers must state clearly whether or not the samples must be returned. Should there be no indication in this regard the samples will be retained without any liability being assumed for them.

10.2.4 Any costs incurred in returning the samples will be for the account of the tenderer.

10.2.5 UNISA will not be held responsible for any loss or damages suffered due to the destruction of loss of the samples whilst in the possession of the Procurement Directorate.

10.3 Inspection rights

10.3.1 The University retains the right to test or inspect, at any time during the manufacturing process, all goods to be delivered according to a contract to ascertain the quality of the material used as well as the finishing of the products.

10.3.2 Such inspection and/or test will be deemed to be merely for the purpose of satisfying the University as to the aforementioned and will in no way relieve the contractor of any obligations in terms of the contract.

10.4 Contract/sub-contracting

A contract is entered into only with the tenderer and the contract, or any portion thereof, or any share or interest therein, may not be transferred, assigned or granted to someone else without the specific written permission and conditions of the University.

10.5 Interpretation

A contract shall be interpreted in all respects in accordance with South African law and any dispute with a tenderer will be negotiated in South Africa.

10.6 Cancellation of contract

10.6.1 The University retains the right to cancel the contract summarily should the tenderer in any way fail to comply with his/her commitments.

10.6.2 Any loss incurred as a result of such cancellation shall be recovered from the tenderer.

10.6.3 The University furthermore reserves the right to cancel the contract should it come to the attention of the University that the successful tenderer is involved in criminal activities, illegal business practices, corruption or other unethical behaviour.

10.7 Sequestration/liquidation

The following will apply should one or more of the stated events occur:
SHOULD ... THEN ...

- An order be made for the attachment of the tenderer’s estate, whether provisionally or finally, in sequestration.
- An application be made for such order.
- The tenderer applies for voluntary surrender of estate.
- The tenderer commits any act of insolvency as contemplated in Section 8 of the Insolvency Act 24 of 1936, as amended.
- The tenderer terminates business.
- A court order be made for the liquidation of such company/close corporation.

The University has the right to terminate the contract summarily without any legal recourse by the tenderer for any compensation and without prejudice to the right of the University to institute legal proceedings because of one or more of the said events.

10.8 Contracting

10.8.1 The contracts arising from tenders must incorporate all legal matters and provisions set out in this Policy and must be reviewed by the Legal Advisor of the University prior to signing.

10.8.2 All contracts must comply with the Policy on Official Signing Powers regarding Cheques, Electronic Payments and Contracts.

10.8.3 Completion and signature of the Due Diligence Certificate must precede the signing of any contract.

10.9 Acceptance of conditions

10.9.1 Failure on the part of the tenderer to sign the tender form, and thus to acknowledge and accept the conditions in writing, or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.

10.9.2 Tenders must be submitted on the official forms and must comply with the conditions of the tender as stipulated by UNISA.

10.9.3 Failure to comply with these requirements or to renounce specifically the tenderer’s own conditions of tender when called upon to do so, will invalidate the tender.

11. EVALUATION PROCESS

11.1 Tender specification and approval

11.1.1 The tender specifications and advertisements must be drawn up by the project leaders of the specific tenders in consultation with and upon recommendation of the Tender Working Committee.
11.1.2 Prior to the advertising of the tender the Tender Committee and Mancom must approved the following:

- tender specifications
- proposed advertisement
- evaluation criteria and points allocation.

11.1.3 The evaluation process must be conducted by the Tender Working Committee.

11.2 Minimum requirements

11.2.1 Required documents as outlined in section F of the Supplier List Application Form (F25), form part of the standing requirements to be fulfilled by each tenderer.

11.2.2 Failure to comply with this requirement will disqualify a bid.

12. IMPLEMENTATION OF POLICY

The Policy on Purchasing and the Policy on UNISA Public Tenders which were in force prior to the commencement of this Policy are replaced with effect from the date on which Council approves this Policy.