

INTERNAL AUDIT DEPARTMENT

INVITATION TO BID

An invitation is hereby issued to suitably qualified and experienced service providers to provide services as described on the table below:

BID NUMBER	BID DESCRIPTION	PRICE AND BBBEE	CLOSING DATE	MANDATORY REQUIREMENTS
RFQ MUT 139/2026R	Appointing a suitable and experienced service provider for whistle blowing/hotline (Fraud & Ethics) facility and Assisting MUT with the Fraud & Ethics Management plan. for a period of 36 Months	80/20	24 April 2026, 10:00 am Submission of Bids: Bids are to be submitted on the following email address: thusi.sikhulile@mut.ac.za and subject line use Bid Number: RFQ MUT 139/2026R and the Description.	Refer to a bid document.

Mangosuthu University of Technology is committed to the implementation of its Procurement Policy on Broad-based Black Economic Empowerment (BBBEE).

PROCUREMENT ENQUIRIES: Mr Sikhulile Thusi, email thusi.sikhulile@mut.ac.za (031) 819 9535.

TECHNICAL ENQUIRIES: Ms Zimasa Gwarube , email gwarube.zimasa@mut.ac.za (031) 819 9303.

Submission of Bids: Bids are to be submitted on the following email address: thusi.sikhulile@mut.ac.za and subject line use Bid Number: **RFQ MUT 139/2026R** and the Description.

No facsimile, late or electronic bids will be accepted.

The University does not bind itself to accept the lowest bid and reserves the right to accept the whole or part of any bid.



MUT
MANGOSUTHU
UNIVERSITY OF TECHNOLOGY

OFFICIAL REQUEST FOR QUOTATION (RFQ)

INSTRUCTIONS: The supplier information must be completed in full, and this document must be signed by authorized personnel. The supplier must carefully read the instructions and the terms and conditions of this document. Failure to adhere to these instructions and terms and conditions may result in rejection of the submission.

Business Unit: Risk & Audit	RFQ number: RFQ MUT 139/2026R
RFQ Description:	Appointing a suitable and experienced service provider for whistle blowing/hotline (Fraud & Ethics) facility and Assisting MUT with the Fraud & Ethics Management plan. for a period of 36 Months
Requester: Zimasa Gwarube Contact No: (031) 819 9303. E-mail: gwarube.zimasa@mut.ac.za	Buyer: Mr Sikhulile Thusi Contact no: (031) 819 9535. E-mail: thusi.sikhulile@mut.ac.za
Issue Date:	14 April 2026
Compulsory Briefing/Information session	None
Closing date: 24 April 2026 Closing Time: 10h00	Completed Quotation should be returned via e-mail: thusi.sikhulile@mut.ac.za
Payment term	30 days in arrears upon receipt of a valid invoice
NB: RFQ documents should be submitted to the email address above. Clarification questions to be directed to the buyer on the above email address.	

BIDDER/SUPPLIER INFORMATION

Company name:	
Address:	
Contact Number:	
Name & Surname of Authorized person:	
Email:	
Company Registration number	

RFQ FORM

1. I/We hereby render to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Mangosuthu University of Technology on the items and conditions and in accordance with the specifications stipulated in the RFQ documents (and which shall be taken as part of, and incorporated into, this RFQ) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by Mangosuthu University of Technology during the validity period indicated and calculated from the closing time of the RFQ.
3. if I/we withdraw my/our RFQ within the period for which I/we have agreed that the RFQ should remain open for acceptance or fail to fulfil the contract when called upon to do so, Mangosuthu University of Technology may without prejudice to its other rights, agree to the withdrawal of my/or RFQ or cancel the contract that may have been entered into between me/us and Mangosuthu University of Technology and I/we will then pay to Mangosuthu University of Technology any additional expense incurred by Mangosuthu University of Technology having either to accept any less favourable RFQ or fresh RFQs have to be invited, the additional expenditure incurred by the invitation of fresh RFQ and by the subsequent acceptance of any less favourable RFQ, Mangosuthu University of Technology shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other RFQ or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other RFQ or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Mangosuthu University of Technology may sustain by reason of my/our default.
4. If my/our RFQ is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
5. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our RFQ and that I/we choose domicilium citandi et executandi in the Republic (full address).

- 6. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our RFQ, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 7. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 8. I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- 9. I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or RFQ(s) involved.

10. _____

Are you duly authorized to sign for this the RFQ? *YES / NO

11. Has the Declaration of Interest been duly completed and included with the other RFQ forms?
 *YES / NO

DECLARATION	
I,	the undersigned (full names)
.....	
Certify that the information furnished above is correct. I accept that, in addition to cancellation contract, action may be taken against me should this declaration prove to be false.	

Name & Surname of Authorised person/ Representative	Date:
Signature of a Bidder's Representative	

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....RFQ number: RFQ MUT 139/2026R
Closing Time:10h00.....Closing date: 24 April 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	AMOUNT IN RANDS (INCLUSIVE OF VAT-IF VAT VENDOR)
1.	Monthly Management of Anti-Fraud and Corruption Hotline, with monthly update reports, and quarterly reports. (Fraud Awareness Campaigns. Fraud & Ethics risk workshops. Fraud Risk Register and Update.)	Rate/Month Rates to be fixed for the 1 st 12 months	
2.	Escalation (if Applicable)	In Percentage (%)	
3.	TOTAL AMOUNT FOR 1 st Year		
4.	TOTAL AMOUNT FOR 2 nd Year		
5.	TOTAL AMOUNT FOR 3 rd Year		
TOTAL TENDER VALUE FOR 36 MONTHS. (INCLUSIVE OF VAT-if VAT Vendor)			

-
- Required by: Risk and Audit
 - At: Mangosuthu University of Technology
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity.
- (c) provincial legislature.
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state.

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, were applicable may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number / Number	Employee Peral Number

4 DECLARATIONS

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT MANGOSUTHU UNIVERSITY OF TECHNOLOGY MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such a system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This document must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids, and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

CONDITIONS OF THE RFQ:

1. Bidders must submit all necessary documents and complete all forms and questionnaires contained in the RFQ. Each bidder's proposal shall be evaluated against timelines and price.
2. pricing- do not show separately.
3. Bidders responding to this quotation are deemed to do so, on the basis that they acknowledge and accept all Terms and Conditions of this quotation.
4. RFQ validity period 90 days.
5. Validity period may not be extended unless otherwise stated by the member.
6. Incomplete or late submissions will not be evaluated.
7. Return quotations to the email address provided before closing date and time.
8. MUT reserves the right not to appoint a supplier in the event where a supplier has work (of services) with MUT totaling R500 000 or more and in progress.
9. Should the bidder not receive the letter of award or the purchase order within the validity period, the bidder must consider their proposals/offer unsuccessful.
10. This contract is subject to General Conditions of Contract (GCC).

WHAT IS THE MUT LOOKING FOR:

Mangosuthu University of Technology wishes to appoint suitably qualified and experienced service provider to for whistle blowing/hotline (Fraud & Ethics) facility for a period of 36 Months and Assisting MUT with the Fraud & Ethics Management plan, the Appointed bidder to enter into a contract of 36 months with MUT.

Specification/Scope of Work:

3.1. The Fraud Hotline facility should encompass the following reporting mechanisms:

- Multi-Lingual Forensic agents capable of fielding calls in all official languages.
- Voice: telephone (Toll Free Number)
- Document: Fax and Postal
- Electronic: Email and website.
- Forensic call center (24/7/365)
- The Hotline should be equipped to administer the payment of rewards on behalf of clients, without compromising the identity of the informant/whistle blower.
- The caller communication mechanisms at no charge to the whistle blower.
- The reporting mechanisms should be unique to MUT staff and stakeholders for reporting.
- The facility should ensure a seamless extraction of reports and dashboards for reporting purposes.
- The facility should enable MUT to update the status of the action taken on the call and update the status as and when there is interaction.
- The report should ensure completeness by using a unique numbering or referencing.

3.2. Fraud & Ethics management plan

- Fraud and Ethics prevention plan (Awareness campaigns etc.)
- Fraud and Ethics risk workshops quarterly updates
- Fraud Risk Register & quarterly Updates

3.3. Key performance deliverables

- Incidents reported should be cascaded to MUT within 24hrs.
- Incidents pertaining to planned fraud, robberies etc. should be reported immediately.
- Monthly incident reports including whistle blower follow up reports.
- Awareness campaigns inclusive such as posters and presentations to stakeholders as and when required.
- Fraud Risk workshops
- Fraud Risk Register

3.4. The content of the proposal should outline the following:

- Details about the company
- The Fraud and Ethics reporting processes.
- Features of the Ethics and Hotline
- Liaise with MUT and the nature of reports to be pulled from the system.
- Assistance with the marketing/awareness of the hotline service
- The Protected Disclosures Act
- Independence
- Confidentiality and Terms

INTRODUCTION

To ensure that all bidders are afforded the opportunity to compete on an equal footing and to enable the Mangosuthu University of Technology to evaluate the Bids received on an equal basis, a pre-described process of evaluating bids will be followed.

METHODOLOGY

The evaluation of bids will be divided into three (3) stages:

EVALUATION CRITERIA

Stage 1- Mandatory Requirements

Stage 2- Functionality

Stage 3- Rates Evaluation

STAGE 1- MANDATORY REQUIREMENTS

Mandatory documentation – whether all required documentation and/or certification have been included.

- 1.1.1 The MUT has defined minimum mandatory criteria listed in the table below that must be met by the Bidder for the MUT to accept an offer for evaluation.
- 1.1.2 Where there is failure to comply with the mandatory requirements or for any reason that MUT is unable to verify any of the mandatory documents the bid will not progress to the next stage of evaluation.
- 1.1.3 Documents submitted in support of this Bid must be documents of the Bidding entity. It is not permitted that documents submitted pertain to different companies or units within a group. As an example, a Bidder cannot submit its own BBBEE certificate but the financial statements of its parent or another company in the same group. Similarly, a Bidder cannot submit its own financial statement, but the BBBEE certificate, SARS certificate, etc. of other companies in the group.

Compulsory documents to be submitted with RFQ.

- Valid Tax certificate or Pin.
- Valid CIPC/Registration document / MUT Vendor Number
- Valid Ethics SA Certification of Whistle Blowers

NB: Failure to submit these documents will lead to disqualification

OTHER GENERAL REQUIREMENTS:

- CSD MAAA NUMBER -----(please insert in the space provided)
- BBBEE Certification – No points will be allocated if not provided.

STAGE 2 FUNCTIONALITY EVALUATION

2.1 The evaluation criteria for functionality considers the bidder's previous experience and ability, quality, reliability, viability of services as well as the Bidders technical capacity and ability to execute and maintain a contract.

Note:

- No bid will be considered further unless the minimum qualifying score of 70 points for functionality has been achieved.
- Only bidders scoring minimum of 70% and more shall be considered for Stage 3 dealing with Rates.

Functionality Criteria	Weights (100%)
<p>Reference Letters Evidence:</p> <p>The reference letter must have a description of the services, the duration, the value of contract, and a statement acknowledging the quality of work done.</p> <p>These letters must also be on the client's letterhead and include the following:</p> <p><i>Email address, Work phone numbers and duly signed by a person in authority</i></p>	<p>Maximum 25 Points</p>
<ul style="list-style-type: none"> • Three (3) Confirmed acceptable reference provided (25 points) • Two (2) Confirmed acceptable reference provided 15 points) • One (1) Confirmed acceptable reference provided (10 points) • No proof submitted / No relevant experience (0 points) 	
<p>The Business Proposal</p> <p>The content of the proposal should outline the following:</p> <ul style="list-style-type: none"> • Details about the company • The Fraud and Ethics reporting processes. • Features of the Ethics and Hotline • Liaise with MUT and the nature of reports to be pulled from the system. • Assistance with the marketing/awareness of the hotline service • The Protected Disclosures Act • Independence 	<p>Maximum 15 Points</p>

<ul style="list-style-type: none"> Confidentiality and Terms 	
<ul style="list-style-type: none"> The proposal is thorough and includes all required content (15 Points) The proposal is functional but lacks deep detail (10 Points) The proposal lacks the necessary core content (05 Points) No proposal was submitted (0 Points) 	
<p>Promotion of Local Based Bidders</p> <p>Bidders are required to submit supporting documentation, as appropriate, to satisfy MUT as to their primary place of business. (E.g., Lease Agreements/ Utility Bills)</p>	Maximum 10 Points
<ul style="list-style-type: none"> Business Operating in KwaZulu-Natal (10 Points) Business Operating Outside of KwaZulu-Natal (05 Points) No Supporting document Provided (00 Points) 	
TOTAL POINTS	50 Points

Note: Total points earned by the bidder to be weighted to 100%

STAGE 3 PRICE AND BBBEE

3.1 The following preference point systems are applicable to invitations to tender: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

3.2 Points for this tender shall be awarded for:

- (a) PRICE- Comparison (The acceptable and market related rates will be considered)
- (b) BBBEE- Will be utilized to back up the rates provided

Only Bids that achieved the minimum qualifying score/percentage of 70 % for functionality will be considered further in terms of the relevant preference point system.

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Note:

Non-compliant contributors or failure to provide certification substantiating the BBEE status level of contribution will result in the Bidder being awarded zero (0) points for the preference point system.

TO BE COMPLETED BY SUPPLIER BY (Checklist)

• Does this Offer comply with specification, state brand where applicable?	
• Does the bidder have the required experience, state period?	
• Can this order be delivered within the specified period, state delivery period?	
• Do you intend sub-contraction/Partner?	
• Pricing Schedule (Recalculate to ensure accuracy)- Indicate whether prices are firm or non-firm)	
• Declaration of Interest (Read, Understand and Sign)	
• Declaration of Bidder's Past Supply Chain Management Practices (Read, Understand and Sign)	
• Certificate of Independent Bid Determination (Read, understand and Sign)	
• CSD Registration Number (MAAA.....) / CSD report	

PLEASE NOTE: *MUT reserves the right to appoint or not appoint a service provider for this project. MUT will not necessarily accept the lowest quotation in part or full, it will be MUT's discretion to appoint the most suitable service provider who will add value to MUT.*

GENERAL CONDITIONS OF THE CONTRACTS

1. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes, but not limited to:

- 1.1 Render a service of the highest possible standard and quality whilst striving to improve efficiency, reduce costs and meet the standards, service levels and criteria as required by the MUT and as specified in this Agreement. The Service Provider shall to this end allow the MUT to undertake inspections where necessary and or performance appraisal and to submit the services rendered to an independent audit if requested to do so by the MUT.
- 1.2 Make available its time and service to MUT to ensure the highest degree of skill, expertise, care, and diligence is exercised in the performance of the service, and to provide competent, sufficient, and suitable personnel in terms of this Agreement.
- 1.3 The onus probandi shall vest with the Service Provider in order to prove that services were rendered according to required standards.
- 1.4 Not to disclose any information concerning the business of the MUT to any person or MUT.
- 1.5 Not to violate the copyright on any of the material, information, or programs of the MUT concerned if applicable.
- 1.6 The Service Provider shall perform the service without causing any interruption or disturbance to everyday personnel or student activities, including but not limited to the academic processes such as lectures, study, research, conducting practical classes or writing examinations.
- 1.7 The Service Provider shall inform the MUT in writing of every failure or foreseeable failure by the MUT, which could result in a position where the Service Provider is unable to fulfil its obligations in terms of this Agreement.
- 1.8 The Service Provider acts as independent Service Provider and not as an agent or employee of the MUT and shall not incur any liability on behalf of the MUT or in any way pledge or purport the MUT's credit. The Service Provider also has no authority to bind the MUT contractually and hereby indemnifies the MUT against any losses and/or damages resulting from such actions or applications.
- 1.9 The Service Provider shall not sub-contract the Service or any part thereof to any third party without obtaining the written consent of the MUT, who in the exercise of its discretion, shall have regard to the extent to which such consent shall adversely affect the standard of the Service.
- 1.10 Designate in writing, a manager in its employ who will liaise with the MUT's Liaison Manager, or his nominee, in respect of the service to be rendered by the Service Provider. (The Manager so designated, shall, when acting within the scope and ambit of this

agreement, have complete authority to represent the Service Provider on all issues pertaining to this Agreement).

- 1.11 Ensure that all its personnel employed in the rendering of the Service are at all times whilst on duty neatly dressed, presentable and hygienic.

2. OBLIGATIONS OF MUT

MUT undertakes to:

- a) Make available to the Service Provider such information as may reasonably be required by the Service Provider for the rendering of the specified service.
- b) Pay the Service Provider in full as per the agreement.
- c) Act in good faith.

3. CONDUCT OF THE SERVICE PROVIDER

If, at any time during the Term, MUT, in its reasonable discretion determines that the Service Provider has, in respect of this Agreement:

- a) acted dishonestly and/or in bad faith; and/or
- b) has made any intentional or negligent misrepresentation to MUT, whether in any negotiations preceding the conclusion of or in the execution of the Agreement between the Parties.
- c) Then MUT shall be entitled, by written notice to the and notwithstanding clause 10 (Termination), to forthwith terminate this Agreement and/or any Service Request, either in whole or part.
- d) Upon such termination MUT shall be entitled, in addition to all other remedies available to it, to recover from the Service Provider all damages it has suffered by virtue of such conduct by the Service Provider.
- e) If, at the time of such termination, MUT is indebted to the Service Provider for any amounts whatsoever, MUT shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of termination in order to investigate the 's conduct and if any damages are suffered by MUT due to such conduct.

2. INTELLECTUAL PROPERTY

For the purposes of this Agreement, all right, title and interest in and to the intellectual property, as per **scope of work, will** be deemed to vest in the MUT.

- a) The Service Provider hereby irrevocably cedes, assigns, and transfers to the MUT all right, title and interest in and to any intellectual property created by the Service Provider from the first date when the MUT appointed the Service Provider, even where such date may predate

the effective date, which will then be deemed to form part of the intellectual property as defined.

- b) The Service Provider shall at no time challenge, question or dispute the intellectual property, nor the ownership thereof and undertakes not to assist any other person in doing so, and further undertakes not to infringe or prejudice any rights of the MUT in and to the intellectual property.

3. INDEMNITY

Both parties indemnify each other against any direct or indirect loss or damage (including consequential loss and loss of profits) which they and/or any third party may suffer due to a breach by both parties of this Agreement unless the breach has been proven that it is due to one party's negligence or misconduct.

4. CONFIDENTIALITY

The Service Provider shall keep and maintain all MUT's materials received, matters discussed or otherwise transmitted to the Service Provider in whatever form or media as part of this Agreement as strictly confidential and shall not disclose such information to any third-party without the MUT's prior written consent.

5. CONFLICT OF INTEREST

- a) The Service Provider shall provide services to the MUT free of any conflict of interest.
- b) By signing this agreement, the Service Provider attests that there is no conflict of interest and no employee of MUT or relative of any employee of MUT holds any interest in the business of the Service Provider either as a director, shareholder or employee of the Service Provider.

6. DISPUTE RESOLUTION

- a) If a dispute of any nature arises between the Parties, including regarding the interpretation of, the effect of, the Parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of either Party, each Party may appoint a senior representative from their organization whose task it will be to meet for the purposes of resolving such dispute. If appointed, such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within thirty (30) days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur.

- b) Should the representatives of the Parties be unable to resolve a dispute in accordance with the foregoing, such dispute may be resolved by mediation.
- c) Should mediation fail to resolve the dispute within thirty 30 days, the matter may be referred to arbitration.
- d) The arbitrator(s) shall be appointed by the Parties within fifteen (15) days by agreement. Should the parties fail to agree on an arbitrator within fifteen (15) days, the arbitrator shall be nominated by the Chairperson for the time being of the KwaZulu Natal office of the Legal Practice Council.
- e) The arbitration shall be held at Durban or one of the suburbs of Durban.
- f) The arbitration shall be held in accordance with the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- g) The arbitrator shall be entitled to:
 - (i) determine and settle the formalities and procedures, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence.
 - (ii) investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision.
 - (iii) decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of this Agreement; and any other facts and circumstances that may be relevant to the disputes.
 - (iv) make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate. The Parties shall comply fully and promptly with any award, within thirty (30) days of the award.
 - (v) This clause (Dispute Resolution) shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
 - (vi) The Parties hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa in respect of the proceedings in this clause (Dispute Resolution), where applicable, and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause (Dispute Resolution), where applicable.

- (vii) An award made by an arbitrator pursuant to the provisions of this clause (Dispute Resolution), shall be final and binding on the Parties unless taken on review by the Service Provider or MUT.

7. GENERAL BREACH

- a) Should either party commit a breach of any provision of this Agreement and fail to remedy such breach within 7 (seven) days or such longer period as directed by the other party in writing after receiving written notice from the party requiring the other party to do so, then the requesting party shall be entitled, without prejudice to its other rights in law or in terms of this Agreement, to lawfully cancel and/or terminate this Agreement or to claim specific performance / payment.
- b) In the event that one party instituting legal proceedings against the other party arising from any breach by one party of any of its obligations in terms of this Agreement, the wrong party shall be liable to pay the other party's legal costs of such proceedings on a scale as between attorney and client, as well as any disbursements which the wronged party may have incurred in the procurement of the services.
- c) Should the performance of the service provider be found to have deficiencies of any kind, penalties will be imposed using time-based method.

8. ENTIRE AGREEMENT

This Agreement, its annexures and the ancillary agreements hereto contain all the terms and conditions of the agreement between the Parties and no representations, warranties, undertakings or promises of whatsoever nature which are not reduced to writing and agreed upon by both Parties and which may have been given by one Party to the other, other than herein contained, shall not be binding or enforceable by any Party against the other.

9. NON-VARIATION

No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless same is reduced to writing and agreed to by the Parties.

10. WAIVER

No act of relaxation, indulgence or extension of time which any Party may grant to the other or others shall operate as a waiver of any of the rights of the first mentioned Party in terms of this Agreement.

11. SOCIAL MEDIA

The Service Provider undertakes for the duration of this Agreement and after the termination thereof, not to make any disparaging remarks about the MUT and *vice versa* on any social network, including but not limited to: Facebook; Twitter; My Space and LinkedIn and similar social networks.

12. CORRUPTION

If, at any time during the Term, MUT has a reasonable suspicion that the Service Provider has, in respect of this Agreement (or any other Agreement), directly or indirectly given or agreed to give or offered to give any gratification to any Person including employees of MUT, whether for the benefit of that Person or any other Person or any employee of MUT in order to improperly influence any Person or any employee of MUT to:

- a) award a tender for provision of services to the Service Provider.
- b) in the absence of a tender process, promote the procurement of a contract with MUT.
- c) withdraw a tender awarded to another public or private Person, including MUT.
- d) fix the price, consideration or other monies stipulated or otherwise provided for in any such agreement.
- e) Then, MUT shall be entitled, by written notice to the Service Provider, to forthwith terminate this Agreement.

13. REPUTATION

The Service Provider shall not do anything, or engage in any activity, which is likely to adversely affect, or damage, MUT's good name and/or reputation and shall procure that its directors and employees involved in the implementation of this agreement, do not do any such thing, or engage in any such activities and shall act in good faith.

14. FORCE MAJEURE:

- a) Notwithstanding anything to the contrary herein contained, should either of the parties be prevented from fulfilling in whole or in part its obligation in terms of this A, whether such prevention arises from force majeure, Acts of God, war, civil commotion, protests, curtailment of electricity, strikes, lockouts, revolutions, fires, explosions, floods, political disturbances, act of any Governmental or local authority, pandemics o, or any other cause whatsoever over which that party has no reasonable control, such Party shall be relieved from liability to the extent and for the period it is thereby prevented from fulfilling its obligations.
- b) The University will not make payment when Services are not rendered during Force Majeure incidents.

- c) The abovementioned term is subject to the conditions that the Party so prevented from fulfilling its obligations hereunder shall immediately notify the other party to that effect in writing, giving a full and complete explanation of the circumstances responsible for such failure or occurrence as well the estimated duration thereof. If requested, the party shall furthermore set out in writing the actions such Party is taking or proposes to take to remove the said circumstances with the least possible delay.

15. GOVERNING LAW

The laws of the Republic of South Africa shall govern the validity, interpretation and performance of this Agreement and the courts of the Republic of South Africa shall have sole jurisdiction.

SIGNED AT DURBAN ON THE..... DAY OF.....2024.

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Mr/ Ms (Director / Trustee / Shareholders)

For and on behalf of the Service Provider