



UNIVERSITY OF PRETORIA

UNIT FOR DISTANCE EDUCATION

TENDER: MARKETING OF A DISTANCE EDUCATION PROGRAM AD VIS

TENDER NO. RFT-202403-00377

GENERAL INFORMATION

Name of Service Provider:

Contact details:

Address

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Cell number

E-mail

Tender Number:

1. Invitation

1.1 Tenders are hereby invited for the provision of marketing services for a distance education programs for the University of Pretoria (“the University”) in accordance with the requirements and specifications contained in this tender document.

2. Tender Document

2.1 This tender document consists of the following sections:

SECTION A: Tender Procedures and Basic Conditions

SECTION B: Scope Minimum and Specifications

SECTION C: Marketing framework of the Service Provider

SECTION D: Statement of Commitment

3. Submission of Tenders

3.1 Tenders (including the required supporting documentation) must be submitted in the electronic format on the University of Pretoria Tender website www.up.ac.za/tender.

For queries related to online registration on the University of Pretoria's Tender website and/or submission of electronic tender and supporting documentation, please contact Ms Maureen Mulaudzi on Maureen.mulaudzi@up.ac.za

3.2 **Closing Date & Time: 30 Apr 2024 @ 12:00 PM**

NB. Tenders received after this date and time will not be accepted!

4. Background Information

4.1 Pricing / Commission

The Service Provider shall receive a commission from the University for each student who is referred by the Service Provider and enrolled by the University. The commission shall be equivalent to a **percentage**, inclusive of Value-Added Tax at the then applicable rate, of the total **tuition fee, see 4.4**, payable by each student to the University in respect of the Programme for which the student has been enrolled by the University.

4.2 The Service Provider must indicate the **percentage** referred to in clause 4.1 above, in **clause 5.2** of **Section B** of this document for each of the different programs to be marketed.

4.3 The expectation of the University is to enrol the following number of students over the next three years:

In the Distance Education program **Advanced Diploma in School Leadership and Management:**

4.3.1 2025 –100 students

4.3.2 2026 – 100 students

4.3.3 2027 – 100 students

The University of Pretoria reserve the right to adjust the number of students per year.

4.4 **The tuition fees** for the program in 2024 are:

AD VIS R23 405.00

There is an annual fee increase in line with the inflation rate and will be approximately 4 %.

4.7 The successful Service Provider will be informed in writing of the award of the tender to it, and will sign a formal agreement based on the content of this tender, with the University of Pretoria. The Service Provider acknowledges and agrees that a legally binding agreement between the Service Provider and the University shall only come into being once the parties have signed such formal agreement as referred to hereinbefore, which will incorporate any further terms and conditions which the University may see fit to apply.

SECTION A:

PROCEDURES AND BASIC CONDITIONS

- 1.1 The tender document (Sections A, B and C) duly completed by the Service Provider, signed by an authorised representative of the Service Provider (“the representative”) and initialled by the representative on each and every other page and delivered as stipulated under General Information, point 3, shall be the Service Provider’s submission. By submitting its submission, the Service Provider agrees to all the terms and conditions contained in Sections A, B and C of the tender document.
- 1.2 The Service Provider’s submission shall remain irrevocable for a period of **ninety (90) days** following the submission date during which period the Service Provider may not withdraw or derogate from the tender.
- 1.3 In the event of the Service Provider being identified as the preferred Service Provider pursuant to the tender evaluation process, the University will, subject to clause 4.7 above, enter into negotiations with the Service Provider in an endeavour to formalise an agreement with the Service Provider for the provision of the Services.
- 1.4 All costs incurred in the preparation and presentation of a tender shall be for the account of the Service Provider.
- 1.5 All prices quoted by the Service Provider shall include VAT.
- 1.6 The University shall not be obliged to furnish any reason for the acceptance or rejection of any tender and any decision of the University regarding the acceptance or rejection of tenders in terms of this tender document shall be final.
- 1.7 The University reserves the right to withdraw this tender as well as the right not to accept the lowest or any other tender and shall accept the tenders which represents, in the University’s sole discretion, the best proposition in terms of overall value.
- 1.7.1 **The University reserves the right to:
Award multiple Service Providers per program.
Exclude programs from Service Providers.**
- 1.8 This invitation is issued to Service Providers on the understanding that the contents of the tender document are confidential and shall not be disclosed to any third party whatsoever.
- 1.9 Service Providers may consult via e-mail, prior to submission of their tender, with Dr M Ooko at mary.ooko@up.ac.za. Provided that nothing discussed during such consultation shall in any way bind the University.

2. MANDATORY REQUIREMENTS

2.1 PRE-QUALIFICATION / MANDATORY REQUIREMENTS

- 2.1.1 The University has defined minimum pre-qualification / mandatory criteria listed in the table below that must be met by the Service Provider in order for the University to accept a tender for evaluation.
- 2.1.2 Where there is a failure to comply with the pre-qualification criteria or the University is for any reason unable to verify whether the pre-qualification criteria are fully complied with,

the University may disqualify the tender.

2.1.3 Service Providers not meeting the following mandatory requirements may be disqualified.

2.1.4 MANDATORY REQUIREMENTS

Completed Tender Submission Document and all Annexures as provided herein, signed by Duly Authorised Representatives
Proxy: Attach a director's resolution or proxy, authorizing the signatory on the tender documents on behalf of the Service Provider if applicable
SARS Tax Clearance Status PIN document for tenders
Company/Close Corporation Registration Certificate
ID Document (if a Sole Proprietorship)
Valid B-BBEE Certificate from a SANAS accredited verification agency or sworn affidavit as prescribed by the B-BBEE codes of good practice
Proof of Bank Account (Original document) not older than three months
One set of the Service Provider's recently audited financial statements or financial statements signed by the relevant accounting officer (comprising the preceding two years' financial statements, i.e. a minimum of two years' comparative figures), are to be submitted. Holding company financial statements may be submitted but will not be accepted as being sufficient alone.
Joint Ventures will be allowed subject to the following condition: Each member of the joint venture company must submit their joint venture agreements and documents, if applicable.
The composition of your team, including summarized CV's of senior personnel and the contract manager that will be assigned to this contract

2.1.5 All documents submitted in support of this tender must be documents of the tendering group. It is not permitted for submitted documents to pertain to different companies or units within a group. As an example, a Service Provider cannot submit its own B-BBEE certificate but the financial statements of its parent or another company in the same group. Similarly, a Service Provider cannot submit its own financial statement, but the B-BBEE certificate, SARS certificate, or similar documents, certificates or authorisations of other companies in the group.

2.1.6 Applications with supporting documentation shall be written in English Language and shall be subject to the University's approval. The application shall be delivered in three (3) hard copies and one electronic version on USB written in an application compatible with MS Office.

3. EVALUATION CRITERIA

The University evaluation criteria provides for the awarding of points for a Service Provider's tender based on the extent to which the Service Provider's proposal regarding the Services meet the University's requirements, including but not limited to whether it is financially competitive when compared to other tenders submitted.

Service Providers will be assessed in terms of experience in a similar environment, financial stability, operational capacity, and quality management standards. Only Service Providers scoring 70% (seventy percent) or more will be considered.

NO	CRITERIA	DOCUMENTS REQUIRED	Weighting
1	Capacity and experience		
1.1	Verification of the references submitted	<p>Contactable customer (minimum of 3 (three) references but not exceeding ten (10) contracts of a similar size.</p> <p>Less than 3 references = 0 points 3 Reference letters = 5 4 Reference letters = 10 5 and more Reference letters = 20</p> <p>The contract period must be for a minimum period of 1 (one) year and at least 2 (two) contracts with customers included as references must be current (other than with the University of Pretoria).</p> <p>These references should include the name of the entity, nature of contract, contact person (contract manager) and a contact number.</p> <p>All references provided should not be older than 5 (five) years.</p>	20%

1.2	Experience of management in the industry	<p>Submission of summarised CVs of senior personnel and <i>curriculum vitae</i> of the contract manager assigned to this contract. The relevant manager must have at least 5 (five) years' experience in the particular industry.</p> <p>Less than five years of relevant experience = 0 points</p> <p>5 year and more = maximum points = 10</p>	10%
1.3	Marketing Plan	<p>Service Providers must submit a plan detailing the following:</p> <ul style="list-style-type: none"> • Marketing actions to be used = 10 • When, where and frequency information sessions = 10 • Detailed timeline for implementation of the marketing plan/ actions = 10 • Number of marketing agents to be employed = 5 • Procedures to be followed in the preparation for the commencement of the contract=10 • How will you proceed to identify the target group = 5 	50%
1.4	Marketing information	<p>Give an evaluation of the position of UP in the market with special reference to distance education including the competitors for UP's distance education programs in the market.</p> <p>Information about UP's market position = 5 Information about UP's competitors = 5</p> <p>If no information is submitted, the tenderer will score 0.</p>	10%
1.5	Other	<p>Brochures/pamphlets:</p> <ul style="list-style-type: none"> • Give an indication of the number of marketing material needed = 5 • The target group and the manner in which it will be distributed = 5 	10%
		Total	100

2.1	B-BBEE	Valid B-BBEE Certificate from a SANAS accredited verification agency or sworn affidavit	10 points
2.2	Price	Percentage of the Tuition fee as per Section B, number 5.	90 points
		Total	100

TENDER EVALUATION PROCESS

Pre-qualification assessment

All tender proposals received by the closing date and time will be assessed for compliance with the technical and additional mandatory requirements contained in the Request for Tender.

Stage 1 – Functional Analysis

All qualifying tender proposals will be evaluated and scored against the evaluation criteria (as above). Qualifying tenderers may be required to make a presentation based on their proposals to the Tender Evaluation Committee.

The tenderers which have scored a minimum of 70% in this stage will be considered for Stage 2.

Stage 2 – Price and Preference Analysis

The focus in this stage of the analysis is on price and B-BBEE. Tenderers are required to ensure that their proposals contain clear details on the rates

Tender Approval and Award

Final award of the tender, if any, will be subject to University policies, internal processes and the rights reserved by the University.

4. ACCURACY OF INFORMATION

The accuracy of the information contained in this invitation to tender has been prepared in good faith. The University does not make any representation, or give any warranty or undertaking, express or implied, as to the accuracy or completeness of the information contained herein.

5. COMPETITION

Service Providers and their officials, employees and agents are prohibited from engaging in any collusive action with respect to the tender process, which serves to limit competition amongst Service Providers. In general, the attention of Service Providers is drawn to section 4(1) (iii) of the Competition Act 89 of 1998 that prohibits collusive tendering.

6. STATEMENT OF COMMITMENT

Service Providers must submit a duly signed statement of commitment form (Section D).

SECTION B:

SERVICE AGREEMENT

(Basic conditions, procedures and responsibilities)

1. INTRODUCTION

The basic conditions, procedures and responsibilities of each party, that being the University of Pretoria (hereinafter referred to as “the University”) and the contracted Service Provider (hereinafter referred to as “the Service Provider”) with regard to the services rendered, are detailed below.

2. DURATION OF AGREEMENT

The Service Provider shall be expected the Services for the period commencing on **1 September 2024** and expiring on **31 August 2027**, save where otherwise agreed to in writing by the University and the Service Provider.

3. THE SERVICE

3.1 The Service Provider shall, at its cost, render the following Services to the University –

3.1.1 Marketing Services as contemplated in clause 3.2 below;

3.1.2 Administrative Services as contemplated in clause 3.3 below;

3.1.3 Student Support Services as contemplated in clause 3.4 below,

(Hereinafter, where applicable, referred to as the “Services”).

3.2. In rendering the marketing Services, the Service Provider shall –

3.2.1 receive, after requesting it, marketing information from the University that may assist the Service Provider in its marketing actions. No warranty or representation, whether verbal or in writing, relating to the correctness and suitability of the information will be given by the University.

3.2.2 promote the Programmes diligently throughout the Republic of South Africa;

3.2.3 devote so much of its attention to the Services as is reasonably necessary to promptly and efficiently render the marketing Services;

3.2.4 use its best endeavours to properly conduct, extend, develop, promote, protect and preserve the interest of the University while rendering the marketing Services;

3.2.5 use whatever promotional material the University provides to it in marketing the Programmes;

3.2.6 use the latest Programme fee list of the University in marketing the Programmes.

- 3.2.7 at all times employ only fully competent and reliable staff. The University shall be entitled to object to any staff or person employed by the Service Provider in the execution of this Agreement, who in the reasonable opinion of the University misconducts himself or herself, or is incompetent or negligent or otherwise unsatisfactory to the University, and the Service Provider shall immediately replace the person so objected to, upon receipt from the University of a notice in writing requiring it to do so within 30 (thirty) days.
- 3.2.8 this is not your traditional marketing process, i.e. find and forward leads to UP to follow up, but a complete process of generating interests/ leads in the target group, follow it up and deliver a qualified student who could be accepted and enrolled in the UP's programs.
- 3.3 In rendering the administrative Services, the Service Provider shall
- 3.3.1 Pre scan students to verify that they comply to the minimum admission requirements for the program;
- 3.3.2 ensure that the student completes an application form, contract AND complete the online submission process;
- 3.3.3 forthwith deliver the application and contract form to the University and the University shall collect payment of the entire sum of the student's fees from the student directly;
- 3.3.4 provide on-going training, together with the University, to its employees in order to familiarise them with the Programmes and systems offered by the University;
- 3.3.5 use its own infrastructure, administration and computer system for administrative and marketing purposes;
- 3.3.6 supply equipment necessary for on-line interaction with the University (for example, a fax facility, telephone lines and e-mail facility);
- 3.3.7 supply its own stationery and documentation required to render the Services.
- 3.4 In rendering the student support Services, the Service Provider shall –
- 3.4.1 receive and forward forthwith all enquiries from students to the University;
- 3.4.2 provide feedback to the students where reasonably required by the University, in consultation with the University;
- 3.4.3 advise the University of problems or concerns of students.
- 3.5 The Service Provider shall –
- 3.5.1 comply with the terms and conditions set out herein;
- 3.5.2 operate within the best interest of the University and the Students;
- 3.5.3 not bring the University in disrepute through any conduct or behaviour while rendering the Services or at any time during the currency of this Agreement.
- 3.5.4 submit a marketing framework for rendering this service. (Section C)

3.5.5 submit a status report twice a year (at least at 6-month intervals) to the Executive Committee for Distance Education. The marketing framework in Section C must be used as the format of the report

4. OBLIGATIONS OF THE UNIVERSITY

4.1 The University undertakes, at its cost, to –

4.1.1 Provide the Service Provider annually with the approved and updated list of programme fees;

4.1.2 Receive applications from the Service Provider or students, as the case may be, and to exercise its discretion to accept the students reasonably and as soon as is possible after receipt of each application;

4.1.3 Notify the Service Provider forthwith of its acceptance of a student or its refusal to accept a student;

4.1.4 Invoice a student for the prescribed programme fee immediately upon the enrolment of that student;

4.1.5 Provide the Service Provider with a monthly reconciliation statement relating to the amount that must be paid over to the Service Provider;

4.1.6 Provide the Service Provider with its promotional material, Programme outlines and application forms based upon the marketing planning that the Service Provider will supply to the University

4.1.7 Provide the students with the Programme material once they have enrolled;

4.1.8 When available, liaise with the Service Provider on all relevant aspects regarding student support on request of the Service Provider

4.1.9 Give initial training to employees of the Service Provider in respect of the Programmes and systems of the employer as reasonably required by the Service Provider or as deemed necessary by the University.

5. REMUNERATION

5.1 The Service Provider shall receive a commission from the University for each Student who is referred by the Service Provider and enrolled by the University.

5.2 For the AD VIS program commission shall be equivalent to% **(percentage of Tuition fee,4.4 on page 3)**.

The percentage should be inclusive of Value-added Tax at the then applicable rate, of the total tuition fee payable by each student to the University in respect of the Programme for which the student has been enrolled by the University.

5.3 The University's terms of payment are 30 days after the first month-end statement on completion of satisfactory delivery of goods/services. The Service Provider shall provide the University with its banking details. All payments shall be made by means of electronic transfers into the aforesaid bank account.

5.4 The Service Provider shall immediately notify the University in writing of any changes to its bank account details.

5.5 No claims for any additional payments will be considered or made by the University to the Service Provider if it is not agreed upon in writing between the Parties.

5.6 All prices quoted in this Agreement or any addenda attached hereto, must include Value Added Tax.

6. MARKETING

6.1 The University shall continue with its own marketing campaign and actively take steps to improve and extend the campaign from time to time;

6.2 If the University requires the assistance of the Service Provider, or wishes the Service Provider to initiate its own marketing campaign, the Parties shall meet in an endeavour to reach an agreement in respect thereof.

6.3 The Service Provider must supply the University with its framework of marketing relating to the marketing of the Programmes for approval by the University, which consent shall not unreasonably be withheld.

6.4 The Service Provider may not distribute any marketing or promotional material on which the name and/or logo of the University appears before it has been approved by the University in writing.

7. AUTHORITY

By signing this Agreement/ Tender the Service Provider confirm that they have read, understand and accept the contents and conditions of this document and any addenda attached hereto, and that they have the authority to sign, endorse and execute all documents for and on behalf of the Service Provider (***Kindly attach a resolution or proxy, authorising the signatory hereto to sign this document on behalf of the organisation/entity you purport to represent***).

SIGNED AT On this day of20....

.....
For And On Behalf Of The Service Provider

.....
Print Name

SECTION C:

MARKETING FRAMEWORK

The Service Provider must:

1.1 Infra structure

Give a brief overview of the number of marketers that will be available for the marketing and how they will be deployed on a national basis.

Give a brief overview of their available administrative infrastructure to deliver the expected services.

1.2 Information sessions

Give an indication of the number of information sessions that are planned per province and how these sessions will be planned.

1.3 Identified the target group.

Give an indication of how you will identify the target group.

1.4 Brochures/pamphlets

Give an indication of the type and number of brochures/pamphlets that are needed, the target group, and the manner in which they are to be distributed.

1.5 Advertisements

Give an indication of the advertising strategy that is being planned. This includes an analysis of the type of advertisements, the different markets that are targeted and the frequency, as well as where and when they are to be placed.

1.6 Market information

Give an evaluation of the position of UP in the market with special reference to distance education.

Give an evaluation of the competitors for UP's distance education programmes in the market.

SECTION D:

STATEMENT OF COMMITMENT

I, the undersigned

from (Name of Service Provider)

- wish to state that the information submitted is true and correct in all respects;
- certify that, to the best of my/our knowledge, no member of our organisation/entity have any direct or indirect vested interest in the University* / wish to declare that the following officials/members of our organisation/entity have a direct/indirect interest in or with the University*.

**Please delete whichever is not applicable*

If any officials or members of the organisation/entity have any direct/indirect interest in or with the University, please provide the name of the relevant official or member along with a description of the nature of such direct/indirect interest.

.....
.....
.....

.....
Signature

.....
Date