



# REQUEST FOR PROPOSAL (RFP)

KIT FOR THIRTEEN REFEREE SOCIETIES OVER A PERIOD OF THREE YEARS

## PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this RFP is to solicit proposals from clothing manufactures to produce a full referee's kit as per SA Rugby design on a national scale. There are thirteen referees' societies requiring matchday referee kit which include referee shirts, pants and socks. This RFP is for a of three years (2021 – 2023).

## BACKGROUND AND SCOPE

SA Rugby is an incorporated association of persons with perpetual succession and juristic personality, and the controlling body and custodian of rugby in South Africa. Its governance structure is set out in its Constitution where the general meeting is SA Rugby's highest authority.

The Thirteen SA Rugby's referee societies are sponsored by a national Sponsor. The sponsorship requires a standardised referee kit, which will be phased in over a period of three years. The required kit must be supplied as follows

- Referee jerseys
- Rugby pants
- Rugby socks

Referees comprise of both **male and female** referees; therefore, the kit must be made and supplied as such. Take note that the kit will be designed by SA Rugby and the national Sponsor. Therefore, the prospective supplier is only required to manufacture and supply the referees kit as designed by SARU and the national Sponsor as further specified below.

The total order over the three years (commencing 2021) will amount to approximately the following:

- 2700 rugby jerseys
- 2700 rugby shorts
- 2700 pairs of rugby socks

The sizes will be confirmed at a later stage

The minimum order for the initial year 2021 will amount to the following:

- 800 rugby jerseys
- 800 rugby shorts
- 800 pairs of rugby socks

## REQUEST FOR PROPOSAL INFORMATION REQUIRED

Proposals should be straightforward, clear, well-organised, easy to understand and concise; and should include the following:

1. Covering letter
2. Signed non-disclosure agreement
3. Signed acceptance of SARU General Conditions of Tender (refer appendix below)
4. Executive Summary
5. Company certified copy of a recent B-BEE certificate
6. Company certified copy of a recent Tax certificate
7. Brief company background
8. The tender must include the following minimum information and will be evaluated as per below:
  - 8.1 Tender amount per item i.e;
    - ; Rugby jersey
    - ; Rugby shorts
    - ; Rugby socks
  - 8.2 Amount per shirt to screen-print the sponsor's logos (Front and back of the jersey).
  - 8.3 Annual increases per item.
  - 8.4 Demonstrate ability to manufacture large volumes of kit.
  - 8.5 Demonstrate ability to distribute kit on a national basis within allocated timelines.
  - 8.6 Demonstrate Quality control measures in place.
  - 8.7 List of minimum three (3) current clients with high volume production.
  - 8.8 Proven track record and minimum of 5 years' experience in the manufacturing of kit.

### TIMELINES

RFP ISSUED TO POTENTIAL RESPONDEES	10 <sup>th</sup> January 2021
SUBMISSION OF ENQUIRIES DEADLINE	14 <sup>th</sup> January 2021
SUBMISSION DEADLINE	21 <sup>st</sup> January 2021
SHORTLISTED RESPONDEES ADVISED	28 <sup>th</sup> January 2021
PRESENTATIONS BY SHORTLISTED RESPONDEES	5 <sup>th</sup> February 2021
DECISION COMMUNICATED TO RESPONDEES	12 <sup>th</sup> February 2021
CONTRACT COMMENCES	28 February 2021

### REQUEST FOR PROPOSAL EVALUATION

SA Rugby will evaluate each proposal received on how well it meets or exceeds our brief and requirements. SA Rugby, in its sole discretion, will determine which proposal is best considering the following evaluation factors:

1. The experience and ability of the proposer to provide services to a high standard.
2. The completeness and quality of the proposal and how well it meets SA Rugby's needs.
3. The proposed price.
4. The B-BBEE status of the proposer. SA Rugby is committed to Transformation agenda and therefore companies with B-BBEE level 4 and higher will be considered for shortlisting. For avoidance of doubt level higher than 4 means, level 3 or level 2 or level 1.
5. The supplier's accuracy to the response as per the set-out criteria
6. Any other matters that SA Rugby's procurement evaluation panel considers relevant.

### NOTES



Responsees who are shortlisted will be required to make presentations to SA Rugby regarding their submitted proposals and will be requested to provide samples of their garments. SA Rugby may cancel this RFP or may reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

#### **COMMUNICATIONS**

It is the interested company's responsibility to inquire about and clarify any requirements of the brief that is not clearly understood. All questions must be in writing and submitted by 21<sup>st</sup> January 2021 at 16h00. All inquiries should be submitted by email to Kholiswa at: [procurement@sarugby.co.za](mailto:procurement@sarugby.co.za)

#### **FURTHER INFORMATION**

The requirements specified in this brief reflect those presently known. SA Rugby accepts no liability (including in contract, tort, including negligence or otherwise) to anyone in the event of an error in, or alleged misinterpretation of, any statements made, or information provided during the briefing process. SA Rugby reserves the right to vary, in detail, the final requirements. Proposals will be valid for at least three months and may not be withdrawn or changed without SA Rugby's prior consent in writing. SA Rugby may treat your proposal as your best proposal without and despite any further enquiry. No contact is to be made with any of the SA Rugby's management or personnel in connection with this RFP without the express authorisation according to the SARU delegation of authority. All queries must be made via email which is provided in the next section. Responsees shall not directly or indirectly provide any form of inducement or reward to any employee of SA Rugby in relation to this process.

#### **PROPOSAL PACKAGING AND SUBMISSION**

Interested companies must submit a complete response to this RFP to Kholiswa at: [procurement@sarugby.co.za](mailto:procurement@sarugby.co.za)



## **Appendix: Standard conditions of the tender**

### **1. GENERAL**

Unless specially agreed in writing between SARU and the supplier, these standard conditions of tender form a part of each tender and contract and apply to contracts for the purchase of goods and services.

### **2. NON-DISCLOSURE AGREEMENT AND PUBLICITY**

2.1 The Tenderers shall not disclose confidential information (such as drawings, specifications and technical and other information supplied to Tenderers) to any third party, or permit it to be used, copied, reproduced or distributed in whole or part for any purpose other than for the preparation of the Tender. This obligation does not apply in relation to any particular item of information that is or becomes public knowledge other than by a breach of these Tender Conditions.

2.2 The Tenderer shall not advertise or issue any information, publication, document or article for publication or media release or other publicity in relation to the Tender. All enquiries from media relating to the tender/RFP must be referred to the SARU's Representative and immediately notify the SARU's Representative accordingly. The Tenderer shall not make any other comment in response to such an enquiry.

### **3. INTELLECTUAL PROPERTY**

All rights of intellectual property, including copyright in the Tender Documents, drawings, data and technical and other pictorial and written information supplied to the Tenderer by the SARU or its representative, shall be and at all times remain the property of the SARU.

### **4. CONFLICT OF INTEREST**

The Tenderer must disclose any circumstances, arrangements or relationships which constitute, or might reasonably be considered to constitute, an actual or potential conflict of interest with the Tenderer's obligations under the Tender/RFP or under any Contract that might be entered into. The Tenderer shall make this disclosure to the SARU as soon as becoming aware of it and, in any event, prior to submitting any Tender.

### **5. SUBMISSION OF TENDERS**

All tenders/ request for proposals are to be submitted electronically to [procurement@sarugby.co.za](mailto:procurement@sarugby.co.za).

### **6. ACCEPTANCE OF PROPOSALS/TENDERS**

SA Rugby reserves the right to cancel any tender after issue and not accept any submitted tender or proposal.

No late tenders will be accepted under any circumstances.

### **7. PRICES**

The tendered price is deemed valid for a period of 90 days. All prices should be quoted excluding VAT and should be firm for the first 12 months.

### **8. DISQUALIFICATION OF TENDER**

If there is reason to believe that collusion exists between suppliers, the proposal or all proposals will be rejected. Tenders or proposals that do not meet SA Rugby's requirements will be disqualified.



Any supplier that is found to be guilty of misconduct will be disqualified and deregistered in SA Rugby's supplier database.

**9. OPENING OF TENDERS**

The opening of Tenders will not be public.

**10. AWARD**

SA Rugby reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the tender; to reject any and all tenders in whole or in part; to waive any minor technical defects, irregularities or omissions if, in so doing the best interests of the SA Rugby will be served.

SA Rugby may enter negotiations with any one or more selected tenderer(s) in accordance with SA Rugby's approved procurement policies and procedures

**11. PAYMENT**

SA Rugby agrees to pay for the Services as set out in the Main Agreement or Contract. All invoices will be payable within thirty days from date of receipt thereof.

**12. DISCLAIMER**

While SA Rugby takes all reasonable measures to ensure that all information contained in the tender documents is correct and complete, SA Rugby does not, however, make any representations or warranties, express or implied, as to the accuracy or completeness of such information and SA Rugby expressly disclaims any and all liability for such representations, warranties or statements.

Acceptance

By signature of this document, the service provider agrees to be bound by the terms of business contained herein, subject to such variations as may be agreed between the parties when negotiating the main agreement.

Signed in acceptance on behalf of .....being duly authorized thereto.

Signed at..... on this.....day of.....2021

Name & Surname.....