

REQUEST FOR PROPOSAL (“RFP”)

PROVISION FOR THE RENTAL OF OFFICE SPACE FOR EWSETA HEAD OFFICE FOR A PERIOD OF 18 MONTHS



Bid Number	EWSETA/RFP/16/2020
Bid Scope	PROVISION FOR THE RENTAL OF OFFICE SPACE FOR EWSETA HEAD OFFICE FOR A PERIOD OF 18 MONTHS.
Issue Date	FRIDAY 04 SEPTEMBER 2020
Closing Date for submission of bids	MONDAY 28 SEPTEMBER 2020 @11:00HRS
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za

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1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (“EWSETA”) is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the energy and water sector in the large, medium, small levy-paying and non-levy-paying companies across the sector.

This was as a result of Government commitment to promote active labour market policies and is demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999.

2. PURPOSE

The Energy and Water Sector Education and Training Authority (EWSETA) hereby invites qualifying and experienced property management entities to submit a price proposal for the rental of office space for the EWSETA Head Office around Johannesburg for a period of 18 months.

EWSETA requires office accommodation for approximately 80 employees and external stakeholders who will be based at the premises.

3. SCOPE OF WORK

Service providers will be required to provide a written proposal to provide office space that is conducive to EWSETA conducting its operations efficiently and complying to the necessary legislation as detailed under technical specifications below;

3.1 Property grading

3.1.1 Property grading A Grade Office Accommodation as per South African Property Owners Association (SAPOA) specifications with air conditioning. This is a compulsory compliance requirement.

3.1.2 Attach tabulated current property specification of the proposed building confirming compliance to A Grade requirement (as per SAPOA specifications).

Definition:

3.1.3 Grade A: Generally, not older than 10 years, unless renovated; prime location; high-quality finishes; adequate on-site parking; air-conditioning.

3.2 Property location

3.2.1 The proposed premises need to be relatively close to EWSETA’s current office space which is situated at 32 Princess of Wales Terrace, Parktown or any other suitable area. The offices must be in the Johannesburg area.

3.2.2 Suitable Area includes the following:

3.2.2.1 Proximity to public transport

3.2.2.2 Conducive to a professional working environment

3.2.2.3 Free from noise and congestion

- 3.2.2.4 Near office parks/office buildings
- 3.2.2.5 If proposed premise has multiple tenants in one building, such tenants must be compatible with the EWSETA's vision, values, and mission.
- 3.2.2.6 Easy access to cafes and take-aways or canteen services.

3.3 Facilities Requirements

3.3.1. The offered office building must be

- 3.3.1.1 ready for occupation and compliant to the EWSETA requirements
- 3.3.1.2 compliance as may be required by law.

DESCRIPTION	SPECIFICATIONS	SERVICE REQUIRED
Usable Office Space	<ul style="list-style-type: none"> ▪ Minimum Requirement ▪ 1200m² ▪ Grade A Office Accommodation as per South African Property Owners Association (SAPOA) specifications with air conditioning. 	<ul style="list-style-type: none"> ▪ Access for disabled people ▪ 2 x Kitchens ▪ Minimum of 15 Executive and Management offices. ▪ 1 x Server Room ▪ 1 x 50m² Board Room ▪ 1 x 30m² Meeting Room ▪ 1 x Lockable walk-in safe. ▪ 5 x Storerooms. ▪ Suitable reception and waiting area. ▪ Open plan environment to accommodate at least 50 EWSETA personnel. ▪ Preference is a ground floor unit. ▪ Offices must be under one roof
Security and Access Control	<p>Bid proposal should clearly outline the provision of security of the building:</p> <ul style="list-style-type: none"> ▪ CCTV Cameras ▪ Alarm System ▪ Tenant Security and Armed Response 	<ul style="list-style-type: none"> ▪ 24-hour CCTV perimeter surveillance is required. ▪ Offices must be installed with an alarm system. ▪ Tenant security and access control services must be provided during and after hours.
Building and Amenities	<ul style="list-style-type: none"> ▪ Postal services ▪ Smoking area ▪ Easy access to all forms of Public transport. ▪ Green compliance, OHS compliance ▪ Backup power systems ▪ Visitor restrooms ▪ Easy access to cafes and take-aways or canteen services. 	<ul style="list-style-type: none"> ▪ Fully serviced air-conditioning system. ▪ Compliance with regard to: <ul style="list-style-type: none"> • Fire and Smoke detection. • Evacuation procedures. • Fire hose cabinets. • Emergency exits. • COVID-19 screening and PPE protocols. • Electrical compliance. • 3-phase power.

	<ul style="list-style-type: none"> ▪ Internet fibre installation and reticulation access within the premises. 	<ul style="list-style-type: none"> ▪ Fully compliant and serviced lift system. ▪ Cleaning of general access areas and communal tenant bathrooms, maintenance and security must be made available (either in-house or outsourced). ▪ Internet fibre installation and reticulation access must be available and/or allowance to provision microwave dish must be provided.
Parking Bays	<ul style="list-style-type: none"> ▪ Minimum Requirements <ul style="list-style-type: none"> • 50 Personnel Parking • 8 Visitor Parking • 1 Disability Parking 	<ul style="list-style-type: none"> ▪ Secured Parking must be under one roof or in close proximity to the office.
Maintenance and Building Support Services	The landlord shall be responsible for providing utilities and building services	<ul style="list-style-type: none"> ▪ Repairs and Maintenance ▪ Landscaping, if any ▪ Climate-controlled air conditioning ▪ Pest Control ▪ Refuse Removal ▪ Cleaning of public areas in the office premises (not inside the space EWSETA will lease)
Lease Period	<ul style="list-style-type: none"> ▪ 18 months with an “Early Termination” clause 	<ul style="list-style-type: none"> ▪ 18 months lease agreement with an option to terminate during the contract period.

4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.2 Submission of Compulsory Documents:

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

- 4.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report not older than one year. In case of a Joint Venture, each party must provide proof of registration with CSD.
- 4.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 4.1.1.3 In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 4.1.1.4 Proof that the property is an A Grade Office Accommodation as per South African Property Owners Association (SAPOA) specifications with air conditioning.
- 4.1.1.5 A valid Health and Safety certificate for the building/ premises.
- 4.1.1.6 A valid Occupancy Certificate.

4.1.2 Non-compulsory documents

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria may be disqualified.

- 4.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin
- 4.1.2.2 Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) points
- 4.1.2.3 COVID-19 workplace plan and protocols for the building/office park.

4.2 Stage 2: Technical/Functionality

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of **75 points** (out of the 100 points), i.e. 75%, for Functionality in order to qualify to proceed to Stage 3 of the evaluation process.

4.2.1. CRITERIA

Criteria	Scoring	Weighted score
<p>Property information The proposal clearly details all aspects with regards to the building including physical address, property size, building layout, amenities, etc.</p>	<p>Proposal includes all required details and meets EWSETA requirements = 15 points \</p> <p>Proposal partially meets EWSETA requirements = 8 points</p> <p>Proposal does not meet EWSETA requirements = 0 points</p>	15
<p>Accessibility to public transport Accessibility to public transportation users</p>	<p>Within 0.25km of public transport facility = 10 points</p> <p>Within 0.5km of public transport facility = 6 points</p> <p>Within 1km of public transport facility = 4 points</p> <p>Outside 1km of public transport facility = 0 point</p>	10
<p>Suitability of required Office Space The space needs to be suitable for the intended use. The usable office area needs to be in an appropriate shape that can accommodate the required offices. All spaces will need contact with natural light and ventilation.</p> <p>Points will be allocated for proposed buildings that meet the above requirements at the time of bid submission. Submit proof thereof.</p>	<p>The space is of suitable proportions in relation to EWSETA's needs = 4 points</p> <p>Includes a walk in safe (of 20m²) or more) and at least 5 storerooms as required = 3 points</p> <p>Adequate ventilation by natural light and mechanical means = 2 points</p> <p>Required boardrooms and meeting rooms = 3 points</p> <p>Customer waiting area to accommodate 2-3 people, water dispenser = 2 points</p> <p>2 kitchenettes with built-in cupboards and sink = 2 Points</p>	20

	<p>Dedicated male, female, and disabled ablution facilities = 1 points</p> <p>Dedicated secure, locked up and air-conditioned space for a server room = 3 points</p>	
<p>On-site and Secure Parking A minimum of 50 staff, 8 visitor, and 1 disabled secure, on-site parking bays.</p> <p>Failure to submit proof of at least 1 disabled parking bay and disabled office access will result in zero point allocation.</p> <p>Bidder to submit proof thereof for point allocation, i.e. photographs or floor plans.</p>	<p>59 or more on-site, secure parking bays, including disabled parking facilities and visitors parking = 10 points</p> <p>Inadequate parking bays as per the requirements = 0 points</p>	10
<p>Security Security system must be part of the building. It is required that the premises be secured with adequate perimeter boundary fencing (wall, palisade etc.). Bid proposals must outline the provision of security features of the building.</p>	<p>24-hour surveillance security provided = 2 points</p> <p>Building access control, burglar bar windows and security gates = 3 points</p> <p>Armed Response and Alarm System = 2 points</p> <p>Provision of adequate perimeter security = 3 points</p>	10
<p>Power supply and backup Power supply is to be connected to the building and distributed to all parts to accommodate easy tenant fit out.</p>	<p>Availability of alternative to the current Eskom/City Power source and power supply = 5 points</p> <p>No power backup = 0 points</p>	5
<p>Maintenance Proposals should include a clearly defined maintenance plan and maintenance log methodology, setting out the landlord's responsibility around maintenance issues (air conditioning units, fire equipment, lifts, electricity, fumigation, plumbing work, day-today maintenance of the building, geyser, pest control, etc.). This should include maintenance and service delivery model or approach.</p>	<p>Submission of a clearly defined maintenance plan including model/approach = 10 points</p> <p>Maintenance plan is partially complete = 5 points</p> <p>No evidence of a maintenance plan = 0 points</p>	10
<p>Disability Accessibility The bidder must provide a site disability floor plan. This should provide information regarding the suitability of the building for different types of disabilities.</p>	<p>Evidence of the following</p> <p>Ramp access = 2 points</p> <p>Handrails for staircases = 2 points</p>	10

	Disabled ablution facilities with handrails = 2 points Designated disabled parking bay = 2 points Doors must be able to cater for wheelchair access (entrance at reception, passageways, and toilets) = 2 points	
TOTAL		100

Bidders are required to meet a minimum qualifying score for functionality of 75 points out of 100 to move to the next stage of the Functionality evaluation.

4.2.2. ONSITE INSPECTION

Only bidders who have met the minimum qualifying points will qualify for the site-inspection phase of the evaluation. Onsite inspection to be done by EWSETA at the proposed office site with the bidder. The purpose is to validate the information provided in the bid. The following will be used as criteria for the onsite inspection. EWSETA reserves the right to adjust the Functionality score based on the information verified during the site visit.

	Site Inspection Evaluation Criteria	Reference Page Section No	Yes	No
1	The proposed office premises exist as per the submission and they meet the bid requirements			
2	The office premises has doors and windows that open and close, including mechanical ventilation			
3	The proposed office premises must have a clear exit route and comply with all other OHA requirement			
4	The proposed offices premises must comply with electrical compliance requirements (Electrical COC)			
5	Proposed office premises are located in a secure environment and meet all security requirements			
6	Disability accessibility provisions available			
7	Firefighting equipment in terms of the fire requirements (fire extinguishers, fire hoses, fire escape doors, smoke detectors and emergency assembly area)			
8	Adequate parking area provision exists			
9	Offices premises meet location requirements			
10	Office premises are well maintained			
11	Office premises reflect their Grade A SAPOA certificate			
12	In multi-tenant offices: values, mission and goals are aligned to EWSETA			

4.3. Stage 3: Pricing and preference points stage

4.3.1 Preference Points

For purpose of evaluating preference points, the following preference point systems will be applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- The points scored in respect of B-BBEE contribution will be added to the points scored for price.
- The following formula will be used to calculate the points for Price:

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

Where

P_s = Points scored for comparative price of proposal or quotation

P_t = Comparative price of proposal or offer

P_{\min} = Comparative price of lowest acceptable proposal or offer

The following table must be used to calculate the score out of 20 for BBEE

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

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims;

A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid;

A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise (EME) that has the capability and ability to execute the sub-contract.

4.3.2 Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. **Bidders are required to submit financial proposals as per the table below without alterations on a company letterhead in a separate envelope which should be clearly marked “financial proposal”.**

Item	Monthly cost (excluding VAT)	Total cost for 18 months
PROVISION FOR THE RENTAL OF OFFICE SPACE FOR EWSETA HEAD OFFICE FOR A PERIOD OF 18 MONTHS	R	R
DEPOSIT	N/A	R
TENANT INSTALLATIONS	N/A	R
PARKING	R	R
ALL INCLUSIVE CONTRIBUTION TO OPERATING COSTS & EXPENSES	R	R
CANCELLATION FEE FOR EARLY TERMINATION	N/A	R
OTHER _ SPECIFY	R	R
Sub-total (excluding VAT)	R	R
VAT	R	R
Total Amount (inclusive of VAT)	R	R

The pricing schedule excludes all other variable costs not mentioned in the table above (e.g. water, electricity, etc.). The pricing schedule is compulsory and failure to complete same in prescribed manner as per the table above and without alterations may result in disqualification of the bid during the financial evaluation process.

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement

regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.

5. NOTES TO BIDDERS

Outlined below are basic requirements that each bid must comply with. Failure of any bid to meet any or all of these requirements may disqualify such a bid from the evaluation process:

- 5.1 A prospective bidders must ensure that that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after **11:00 o'clock** on/after the closing date.
- 5.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.5 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations, and price, or not to make any appointment at all.
- 5.6 EWSETA reserves the right not to appoint the Service Provider should it not be satisfied with the supporting documents submitted or the location of the office or any other factor which it deems relevant in deciding whether the property complies with the mandatory requirements.
- 5.7 EWSETA reserves the right not to award the bid to the bidder that scores the highest points.
- 5.8 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 5.9 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or her/his written authorised delegate.
- 5.10 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder and may have legal ramifications.
- 5.11 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.
- 5.12 Nothing, as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her authorised delegate.
- 5.13 Bidders are required to submit detailed evidence to demonstrate its ability to provide the products and services they will deliver on this tender.
- 5.14 Failure to comply in any of the minimum requirements and submission of the required supporting documentation will result in the proposal being disqualified without further consideration.
- 5.15 EWSETA reserves the right not to evaluate the proposed premises that are not at a suitable location for EWSETA's purposes/needs.
- 5.16 A site inspection will be conducted to corroborate the information submitted. Should it be found that the bidder submitted information that is false, the proposal will automatically be disqualified from further evaluation.

6. SUB-CONTRACTING

A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

7. SUBMISSION OF BIDS

Bidders are required to submit **ONE original plus two copies** of the bid document which should be hand delivered to the following address;

EWSETA, Building B, Ground Floor – reception
32 Princess of Wales Terrace, Sunnyside Office Park, Parktown, 2193

The following information must be endorsed on the envelope:

- Bid number
- Title of the bid
- Name of bidder

Bidders are required to submit their proposals in two (2) sealed envelopes in the following format:

Envelope 1: Technical Proposal

Marked with the name of the bidder, contact details, company address, closing date, and Titled: Technical Proposal for EWSETA Tender No: **EWSETA/RFP/16/2020**

Section 1 : Compliance Documents

Section 2 : Technical proposal

Envelope 2: Price and valid BEE Certificate Proposal:

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating tender number **EWSETA/RFP/16/2020**.

It must contain the price proposal and valid BEE certificate for EWSETA Tender No: **EWSETA/RFP/16/2020**.

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **MONDAY 28 SEPTEMBER 2020 not later than 11H00**. Please note that no late proposals will be considered.

9. TENDER VALIDITY

This RFP shall be valid for 90 days calculated from bid closing date.

10. NEGOTIATION

EWSETA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

EWSETA shall not be obliged to accept the lowest of any quotation, offer or proposal.

The successful bidder will be informed. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of EWSETA is the Chief Executive Officer or his/her written authorised delegate.

11. PAYMENTS

EWSETA will pay the Contractor the Fee as set out in the final contract. No additional amounts will be payable by EWSETA to the Contractor.

The Contractor shall, from time to time during the currency of the contract, invoice EWSETA for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT Act No 89 of 1991 has been submitted to EWSETA.

Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable valid invoice and all supporting documents.

The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.

12. FRAUD HOT-LINE

EWSETA subscribes to fair and just administrative processes. EWSETA, therefore, urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205

Email: ewseta@tip-offs.com

Or visit their website www.tip-offs.com

Annexure 1 - SBD1

PART A :

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ENERGY & WATER SECTOR EDUCATION AND TRAINING AUTHORITY					
BID NUMBER:	EWSETA/RFP/16/2020	CLOSING DATE:	28 SEPT 2020	CLOSING TIME:	11:00HOURS
DESCRIPTION	PROVISION FOR THE RENTAL OF OFFICE SPACE FOR EWSETA HEAD OFFICE FOR A PERIOD OF 18 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST

BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	EWSETA	CONTACT PERSON	MR. ATUL
CONTACT PERSON		TELEPHONE NUMBER	011 274 4700
TELEPHONE NUMBER	011 274 4700	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	scmadmin@ewseta.org.za
E-MAIL ADDRESS	scmadmin@ewseta.org.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

13. ANNEXURE 2: EWSETA GENERAL CONDITIONS OF PURCHASE

General

EWSETA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has the authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Supplier's correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered to the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order number and code number (if any).

Containers/packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSETA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

Warranty

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by EWSETA.

Indemnity

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement that arose out of the use by the Supplier of things provided by EWSETA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

Termination

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

14. ANNEXURE 3: SBD4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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, shareholder, etc):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

* "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.

2.7 Are you or any person connected with the bidder YES / NO
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person/director / shareholder/ member Name of a state
institution to which the person is connected The position occupied in
the state institution:

.....

Any other particulars:

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

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

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF EWSETA'S GENERAL
CONDITIONS OF TENDER AS STIPULATED IN THE RFP SHOULD THIS DECLARATION PROVE
TO BE FALSE.

.....

SIGNATURE

DATE

.....

POSITION NAME OF BIDDER

15. ANNEXURE 4: SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

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 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><i>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.</i></p>	Yes	No
4.1.1	If so, furnish particulars:		

4.2	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)? <i>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.</i>	Yes	No
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	No
4.3.1	If so, furnish particulars: <input type="checkbox"/> <input type="checkbox"/>		
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	No
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

16. ANNEXURE 5: SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) 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 a system.
 - b. cancel 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 SBD 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 (SBD 9) 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, in 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. the 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

.....
Position

.....
Name of Bidder