


REQUEST FOR QUOTATION

FOR THE

PROVISION OF CLEANING SERVICES AT EWSETA FALSEBAY

OFFICE IN CAPE TOWN

FOR A PERIOD OF 12 MONTHS



Bid Number	EWSETA/RFQ/67/2020
Bid Scope	PROVISION OF CLEANING SERVICES AT EWSETA FALSEBAY OFFIE IN CAPE TOWN FOR A PERIOD OF 12 MONTHS
Issue Date	THURSDAY 26 NOVEMBER 2020
Non-compulsory Briefing Session	N/A
Closing Date for submission of bids	RE-ADVERT TUESDAY 22 DECEMBER 2020 @ 13:00HRS
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 sectors 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. As guided by its mandate, the EWSETA is an agent of transformation by promoting employment equity and broad-based black economic empowerment (B-BBEE) through skills development. In this context, the EWSETA is keen to form sustainable partnerships and/or collaborations that will further promote its support for transformation.

EWSETA has a provincial office at Falsebay College in Cape Town and there is a need to appoint a service provider to render cleaning services for a period of 12 months.

2. OBJECTIVE

The objective of this bid is to appoint a suitably qualified and experienced service provider to provide the Provision of Cleaning Services **of 1 x Cleaner for the period of 12 Months with 1 month termination period.**

3. SCOPE OF WORK

EWSETA is looking for a service provider to render cleaning services at the Cape Town Provincial office situated at False Bay College. The office area measures at **200sqm** which comprises of the following:

- Big board room
- Executive office
- Coordinator office
- Administrator office
- Reception area
- Kitchen and
- Lobby
- Bathroom
- Garage

3.1 The service provider is to ensure that the EWSETA offices are kept clean and hygienic at all times and it is therefore necessary for the following:

- 3.1.1 Daily cleaning of the EWSETA building paying particular attention to general public areas (reception, entrance ways, bathrooms, elevators, stairs etc), staff offices and workstations, meeting rooms and recreation and dining areas. The Kitchen and all bathrooms on every floor will require more frequent attention.

- 3.1.2 The service provider is to ensure that once a quarter deep cleaning services are provided (this may include fumigation if necessary).
- 3.1.3 The service provider is to ensure that the washing of carpets and furniture upholstery are provided every 6 months at a minimum and upon request when necessary.
- 3.1.4 Service provider to replenish equipment and consumables as required and maintain all installed facilities equipment.

3.2 Normal Working Hours

- 3.2.1 Working Days (Excluding Public Holidays) Monday to Friday 06h30 to 16h00.
- 3.2.2 It must be further noted; that the EWSETA has employees of about 70 staff members, and any extended operating hours will be negotiated with the service provider should such a requirement be deemed necessary during our busy periods. This might include services to be provided over weekends where necessary.

3.3 Staffing Required

- 3.3.1 Bidder to provide staff complement required and most optimal work shift configuration
- 3.3.2 An all-inclusive monthly cost rate per cleaner to be included as part of the bid response. (this rate is to be inclusive of direct salary/wages, benefits, overheads and other ancillary costs).

3.4 Equipment

- 3.4.1 All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment which meets any relevant regulative prescripts and laws within the Republic of `South Africa. Sufficient and separate gloves for each area should be provided for the cleaning of the Bathrooms, kitchens and general areas. These gloves should be replaced monthly.
- 3.4.2 We require proper cleaning cloths for various areas and preferably colour coded, for example:
 - (i) Red for bathroom purposes;
 - (ii) Yellow for the workstations and equipment (i.e. printers, telephones, cabinets, computers etc.)
 - (iii) Blue for the kitchens
 - (iv) Green for glass, windows and mirrors
- 3.4.3 EWSETA will inspect the condition of the following cleaning equipment that is needed (before the contract starts and quarterly):
 - (i) Vacuum Cleaners
 - (ii) Brooms
 - (iii) Mops
 - (iv) Window wipers
 - (v) Dusters (long and short) / cloths
 - (vi) Buckets
 - (vii) Ladder (Long)
 - (viii) Ladder (short)
 - (ix) Industrial carpet washer
 - (x) High pressure water washers
 - (xi) Industrial strength steam cleaner (similar or equal to the Gemini)

- (xii) Cleaning in progress signage / cones
- 3.4.4 It is the responsibility of the bidder to ensure that all details as requested are completed, accurate and comprehensive as this will determine whether the service provider has the capacity available during evaluation.
- 3.4.5 The service provider shall be responsible for the maintenance of all equipment
- 3.4.6 The service provider must ensure that defective equipment will either be replaced or repaired within 12 hours from the time that such defective equipment is reported by EWSETA and/or the Service Providers staff.

3.5 Tasks and Activities

#	Tasks and Activities
3.5.1	<p>DUSTING</p> <p>Unless otherwise stated, the under-mentioned should be dusted and cleaned every day with a soft cloth or a duster, which is recommended specifically for this purpose:</p> <ul style="list-style-type: none"> a) Bathrooms and Kitchen b) Contents of each staff member’s office / work station c) Meeting rooms that are booked for the day d) Training rooms that are booked e) Staff dining and leisure areas f) All surfaces and partitions g) All furniture and surfaces in general public areas h) Wooden panels and partitions i) Stock items in storerooms should be dusted on request, or at least once a month.
3.5.2	<p>BLINDS</p> <ul style="list-style-type: none"> a) Dust blinds – weekly. b) Damp Clean blinds – monthly
3.5.3	<p>DOORS</p> <ul style="list-style-type: none"> a) Remove all dirty spots on wooden and aluminum doors – daily. b) Polish door knobs with an approved metal polish where applicable – weekly. c) Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required – weekly or on request
3.5.4	<p>GLASS PARTITIONING</p> <ul style="list-style-type: none"> a) Wash all full height and low-level glass partitioning – weekly.
3.5.5	<p>ELEVATORS</p> <ul style="list-style-type: none"> a) Clean all elevators inside and outside with degreasing agent using a cloth that will not scratch the surface, as required – daily

3.5.6	<p>FURNITURE</p> <ul style="list-style-type: none"> a) Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished – weekly. b) Do not polish any laminated furniture. c) Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way – daily d) Damp-Wash those parts of furniture covered in leather or imitation leather – daily. e) Treat upholstered or leather covered parts of furniture with an approved agent – monthly. f) Vacuum those parts of furniture covered with fabric – weekly. g) Wipe telephones with a damp cloth using a suitable diluted disinfectant – daily.
3.5.7	<p>INSIDE WALLS</p> <ul style="list-style-type: none"> a) Remove all spots such as fingerprints on walls, paintwork, and electric switches – daily.
3.5.8	<p>STAIRS</p>
3.5.9	<ul style="list-style-type: none"> a) Wipe banisters with a damp cloth – daily. b) Use polish on wooden banisters that will not scratch the surface, as required – monthly c) Clean all visible pipes - daily. d) Mop steps with a non-slip floor cleaner e) Metal work should be polished when required
3.5.10	<p>FLOORS</p> <ul style="list-style-type: none"> a) Clean all floors with a non-slip floor cleaner in order to maintain a high gloss – daily. b) Should entry to offices or high traffic make it difficult to treat floors, it should be done early morning or after office hours. c) Wash floors with an appropriate disinfectant – daily
3.5.11	<p>VINYL:VINYL-ASBESTOS TILES, LINOLEUM, ASPHALT, RUBBER AND SIMILAR COATINGS</p> <ul style="list-style-type: none"> a) The relevant surface should be properly cleaned and where necessary old polish should be removed with an appropriate agent. If a polish-remover is used, the floor should be rinsed with clean water and dried properly
3.5.12	<p>WOODEN FLOORS AND BLOCK-FLOORS</p> <ul style="list-style-type: none"> a) Sweep and remove all dirty marks – daily b) Polishing, with an approved non-slip polish, should be done after the floor has been wiped with a damp mop. c) Various areas: d) High Traffic (Like passages) – apply polishing agent and polish – weekly e) weekly f) Offices - apply polishing agent and polish – weekly g) As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied. This must be negotiated first.

<p>3.5.13</p>	<p>CARPETS (wall-to-wall and loose)</p> <ul style="list-style-type: none"> a) Vacuum all carpets - weekly b) Thorough vacuuming as follows: High Traffic like passages – daily c) Offices and Conference Facilities – daily d) Clean spots or stains immediately on a daily basis. There should be guarded against the use of cleaning agents that could damage or discolor the carpets. e) The carpets should then be washed with an appropriate carpet washing machine. When carpets are washed, dirty marks or stains f) Should be removed after which the carpet should be thoroughly vacuumed. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible. Washing of carpets will be done regularly or when requested, after hours.
<p>3.5.14</p>	<p>OUTDOORS CONCRETE SURFACES AND PAVING (<i>marble, ceramics, terrace, tiles etc,</i>)</p> <ul style="list-style-type: none"> a) Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – daily. b) Pick up all rubbish on paving – daily. c) Sweep paving with a hard broom – daily. d) Walkways should be washed and scrubbed with non-slip soap and water – weekly
<p>3.5.15</p>	<p>RUBBISH REMOVAL</p> <ul style="list-style-type: none"> a) Empty all waste bins in office, kitchen, bathrooms and general areas – b) daily. c) All rubbish bins should be washed with an approved disinfectant. d) Sufficient rubbish bags need to be provided daily to outline the bins in the kitchens, bathrooms or where necessary. e) All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags daily. f) <ul style="list-style-type: none"> a) Empty and wash all large bins outside conference rooms – three times a day. b) The contents of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose c) Rubbish bags may not be dragged across floors or carpet tiles as the bags may be damaged. d) The contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated – daily. e) Leaves, paper and other debris falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the contractor, and put in an appropriate place on the premises.

3.5.16	KITCHENS a) Kitchen floors to be washed with non-slip and degreasing floor cleaner- daily b) Counters tops to be washed - daily c) Cupboards to be cleaned and washed inside weekly to avoid infestation d) Fridges (In kitchen and Executive offices) to be washed internally - weekly
3.5.17	BATHROOMS a) Bathroom floors to be washed - daily b) Counters tops to be washed - daily c) Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant – twice a day d) An approved agent should be put in toilet pans to prevent deposits forming – weekly e) Bathrooms should be disinfected with an approved disinfectant – daily f) All mirrors should be cleaned and polished – daily g) Approved agents should be put in basins and urinals to prevent clogging – weekly h) Glazed and enamel surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used
3.5.18	BRASS ITEMS a) Should be cleaned - daily. b) Should be polished with appropriate agent using an equipment that will not scratch the surface, as required – weekly or on request.
3.5.19	WINDOWS a) Windows must be washed inside and outside at least once a month or when necessary. Service Provider must provide own safety harness when cleaning windows

3.6 CONSUMABLES

- 3.6.1 All required Cleaning consumables and chemicals will be supplied by the bidder/service provider. This include the equipment. Service providers are to provide their own equipment as indicated above.
- 3.6.2 **EWSETA will provide tissues and the bidder/service provider will be responsible for replenishing.**
- 3.6.3 The service provider is expected EWSETA in the management of consumables to ensure that enough back-up Cleaning consumables, material and equipment specifically essential items are kept on site in case of sudden shortage (methods are to be included within the contingency section of the Work plan to be provided).

3.7 ADIMINISTRATIVE ARRANGEMENTS

It must be noted that EWSETA will provide service provider with the following:

- 3.7.1 A lock-up facility. This will be made available for the safekeeping of the stock and equipment
- 3.7.2 Instructions for all predetermined requirements including special arrangements

- 3.7.3 Required times for all meetings, reports and arrangements etc.
- 3.7.4 All of these arrangements will be provided to the service provider either telephonically, email or in person. The Best method of communication is to be discussed and finalized upon appointment of successful bidder.
- 3.7.5 The successful bidder shall not be entitled to store or leave goods or objects on the floors and offices, for example at the entrances, corridors, passages, hallways or the steps other than in the lock up facility.
- 3.7.6 The service provider and staff may use the facilities on the property e.g. toilets, rest rooms, electrical plugs,
- 3.7.7 Lighting and water for the purpose of this contract subject to the rules and policy of the EWSETA as applicable.
- 3.7.8 EWSETA will not be held responsible in any way for any damages, losses, theft of equipment or any valuables of
- 3.7.9 The service provider or injury of his/her employees while on site or in the execution of their duties.
- 3.7.10 The service provider will be held responsible for damages of items caused by them at the EWSETA Offices.

3.8 SECURITY IDENTIFICATION

- 3.8.1 The contractor must supply each employee with a photo identification card. The card must have the following information:
 - The name of the firm (contractor)
 - Name of the employee
 - Identity number of the employee
 - Signature of the employee
- 3.8.2 The card must be worn so as to be visible at all times whilst on the premises. The contractor must have sufficient control over the permits to prevent any unauthorized use thereof. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand.

3.9 FIRE EXTINGUISHERS

- 3.9.1 The contractor and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the services unless in exceptional cases.

3.10 WARNING SIGNS

- 3.10.1 Clearly readable warning notices or signs shall be exhibited where needed, where the rendering of the cleaning services may cause injuries to any person(s).

3.11 INFLAMMABLE AND POISONOUS SUBSTANCES

- 3.11.1 The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the EWSETA for the rendering of the services or any other purposes.



3.12 DAMAGE COMPENSATION

- 3.12.1 The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the EWSETA against the contractor.

3.13 COMPLIANCE WITH ACTS AND REGULATIONS

- 3.13.1 The contractor must comply with all the acts and regulations applicable to cleaning services.

3.14 TRAINING

- 3.14.1 Cleaning staff needs to be trained in every aspect relating to the handling of all equipment that they use with regards to this contract. The service provider will be held responsible for any damages or injuries arising from any misuse or negligent use of such equipment by one of their “on site” staff members.

3.15 ABSENTEEISM

- 3.15.1 Should a staff member not be present at work a replacement is required by 10H00 of that day or earlier.

3.16 Code of Conduct

- 3.16.1 All contracted staff members should always conduct business in a courteous and professional manner.

3.17 Uniform

- 3.17.1 All contracted staff members should always be in uniform at all times with visible name tags.

4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

Prospective service providers 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 service providers are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. 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 of compliance with Compensation for Occupational Injuries Disease Act, 1993 (COIDA). Bidders are required to submit a certificate **or** proof of registration **or** a letter of good standing from Department of Labour.

4.1.2 Non-compulsory documents

Prospective service providers 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 Compliance to latest sectorial determination wage labour rates as per the Department of Labour’s regulations.
- 4.1.2.2 Tax Clearance Certificate or Tax Pin
- 4.1.2.3 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.

4.2 Stage 2: Technical/Functionality Stage

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 and proceed to Stage 3 of the evaluation process.

CRITERIA

The service provider is to meet the below criteria which is applicable to the bid to be submitted to the EWSETA.

Criteria	Scoring	Weighted score
Reference letters from different clients as evidence of <u>related</u> services previously conducted	3 Reference Letters attached = 30 points 2 Reference Letters attached = 20 points 1 Reference Letters attached = 10 points No/unsatisfactory/incomplete Reference Letters attached = 0 points	30
<i>NB: The Reference Letter(s) must not be older than 3 years must be on the letterhead of the previously serviced client and should reflect at least name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered.</i>		

<p>Bidders are required to provide a detailed project methodology, which include the following</p> <ul style="list-style-type: none"> • company’s COVID19 responsiveness / preparedness that covers the proposed scope of work including <ul style="list-style-type: none"> ○ task descriptions and how such tasks will be performed on daily basis; ○ proposed work schedule / work plan ○ equipment to be utilized. ○ Resources to be utilised ○ contingency plan 	<p>Proposed methodology is effective for service delivery and includes all the required elements including;</p> <ul style="list-style-type: none"> • task descriptions and how such tasks will be performed on daily basis – 10 points • proposed work schedule / work plan - 10 points • equipment to be utilized 10 points • Resources to be utilized 5 points • contingency plan = 5 points • Covid-19 responsiveness = 5 points <p>No methodology = 0 points</p>	40
<p>Resources (Attach CV of resources that will be utilised in this project)</p>	<p>Capability and experience of the 1 staff member to be used.</p> <p>Team Member’s CV 3 years or more years’ experience = 5 points</p> <p>Any CV that does not meet the required minimum years of experience will be disqualified.</p>	20
<p>Company Profile</p>	<p>Company profile detailing the services rendered by the company, geographical location.</p>	10
<p>TOTAL</p>		100

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

Pt = 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 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 on a company letterhead.

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the Annexure B and without alterations may result in disqualification of the bid during the financial evaluation process.

Description	Resources required	Monthly cost per resource (excl. of vat)	Total cost for 12 months
Provision of Cleaning Services for a period of 12 months	1	R	R
Vat			R
Total Amount inclusive of VAT			R

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:

- A prospective service provider must ensure 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.
- The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after **13:00** o'clock on/after the closing date.
- EWSETA does not bind itself into making an appointment from proposals and offers received.
- 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.
- EWSETA will not make upfront payments.
- Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded;
- 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 authorized). The designated responsible person of the EWSETA is the Chief Executive Officer or his written authorized delegate.

- The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 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.
- 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.

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. 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.

8. SUBMISSION OF BIDS

Bidders are required to submit their bids to the following address:
EWSETA, SUNNYSIDE OFFICE PARK, BUILDING B, 2ND FLOOR
32 PRINCESS OF WALES TERRACE
PARKTOWN

Alternatively, bids can be emailed to:
scmadmin@ewseta.org.za

no later than **Tuesday 22 December 2020** at 13:00hrs
Please note that no late proposals will be considered.

9. TENDER VALIDITY

This RFQ shall be valid for 30 days calculated from Bid closing date.

10. 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

11. 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/RFQ/67/2020	CLOSING DATE:	22 December 2020	CLOSING TIME:	13:00HOURS
DESCRIPTION	PROVISION OF CLEANING SERVICES FOR THE EWSETA CAPE TOWN PROVINCIAL OFFICE				
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	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	Mr. Daniel Naidoo
CONTACT PERSON	MPHO MAPHUTI	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.

12. ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

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 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 Suppliers 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 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 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 which 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.

**13. ANNEXURE 3 - SBD4
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.



“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 **YES / NO**
presently employed by the state?

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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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

(Note: Failure to submit proof of such authority, where
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 / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?



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, **YES/NO** 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?

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 / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE 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 of bidder

14. ANNEXURE 4 - SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

2.3 GENERAL CONDITIONS

- a. The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

2.

2.3 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

2.3 The maximum points for this bid are allocated as follows:

1.2.1 **Price - 80**

2.2.2 **B-BBEE Status Level of Contributor- 20**

2.2.3 **Total points for Price and B-BBEE - 100**

2.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic

- Empowerment Act, 2003 (Act No. 53 of 2003);
- e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - f) “functionality” means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender/ RFQ documents.
 - g) “prices” includes all applicable taxes less all unconditional discounts;
 - h) “proof of B-BBEE status level of contributor” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

4.1 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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

2.3 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)

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

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS

7.1 B-BBEE Status Level of Contributor:=(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted.....%
- ii. The name of the sub-contractor contractor.....
- iii. The B-BBEE status level of sub-contractor
- iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]



9.6 Total number of years the company/firm has been in business.....

9.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a. disqualify the person from the bidding process;
 - b. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - c. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation
 - d. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - e. forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

15. ANNEXURE 5 - 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 6 - 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 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. 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