

REQUEST FOR PROPOSAL (“RFP”)

PROVISION OF DOCUMENT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS



Bid Number	EWSETA/RFP/24/2020
Bid Scope	PROVISION OF DOCUMENT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS
Issue Date	FRIDAY 15 JANUARY 2021
Non-compulsory Briefing Session	WEDNESDAY 27 JANUARY 2021 @ 13:30 HRS ONLINE BRIEFING SESSION VIA MICROSOFT TEAMS BIDDERS ARE REQUESTED TO SUBMIT THEIR EMAIL ADDRESS TO maphutim@ewseta.org.za by 26 January 2021 IN ORDER TO BE INVITED TO THE BRIEFING SESSION
Closing Date for submission of bids	TUESDAY 09 FEBRUARY 2021 @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 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 records (files, documents, etc.) are currently stored at a large commercial facility. The newly appointed successful bidder will be required to have a safe, secure, and adequate file storage facility readily available, which is in accordance to the minimum National Archive and Records Service (NARS) requirement for the storage of records, to be inspected as part of the bid evaluation.

2. PURPOSE

EWSETA hereby invite qualifying and experienced service providers to submit a price proposal for document management services for a period of three (3) years.

The appointed service provider will be responsible for storage, filing, scanning, dispatch (in hard copy and/or electronic data format), disposal and collection, as well as delivery of EWSETA documents.

3. SCOPE OF WORK

On being awarded the contract, the successful bidder will be required to:

- 3.1 Collect all EWSETA records from the current commercial storage facility (if required) and EWSETA Head Offices located at 32 Princess of Wales Terrace, Parktown Johannesburg.
- 3.2 Verify the records received and compile an inventory and electronic database thereof.
- 3.3 Secure the records in storage facility and whilst in transit to storage facility, and/or the EWSETA offices for the duration of the contract.
- 3.4 Develop and maintain a record management system capable of the management and tracking of files, and an electronic request programme, including generating statistical reports.
- 3.5 Physically deliver and collect EWSETA files, documents, etc. to the EWSETA offices as and when requested and within the specified time frames.
- 3.6 Retrieve files, documents, etc. from the storage facility and scan into an agreed image format and dispatch electronically to EWSETA via a secured and encrypted network or placed on a secured data base to which EWSETA has access to retrieve such electronic image(s).

4. SERVICES TO BE RENDERED

4.1 Collection:

The successful bidder shall be required to relocate and store over ten (10) years' worth of documentation which includes the following types of EWSETA files, documents, records, data, etc. from the large commercial facility:

- 4.1.1 Human Resources document
- 4.1.2 Financial Management
- 4.1.3 Information Technology and Facilities
- 4.1.4 Legal Services
- 4.1.5 Learner Agreements
- 4.1.6 Provincial Operations
- 4.1.7 Project Management
- 4.1.8 Quality Assurance
- 4.1.9 Supply Chain Management
- 4.1.10 Research documents and primary data

4.2 Document Tracking and Management

- 4.2.1 All documents taken on by the successful bidder need to be verified and stored onto a "Document Management" system and a report of such provided to the EWSETA representative.
- 4.2.2 The Document Management system must include a "tracking" function in which EWSETA records can immediately be tracked whether in the storage facility, in transit or with an EWSETA official.
- 4.2.3 The nominated EWSETA representatives must be provided access to the management system for management purposes.
- 4.2.4 The management system must cater for various "exceptional reports", per type, unit, individual, per day, week, month, etc. i.e. number of files;
 - 4.2.4.1 In storage facility
 - 4.2.4.2 In transit
 - 4.2.4.3 At EWSETA
 - 4.2.4.4 New taken on
 - 4.2.4.5 Scanned, etc.
- 4.2.5 The successful bidder shall be required to provide a weekly statistical report on activities as agreed within the contract negotiations.

4.3 Storage

- 4.3.1 The documents collected for storage need to be sorted and filed in accordance to the NARS approved EWSETA file plan and placed within boxes, within filing racks on shelves in such a manner that it will be easily retrieved when required.
- 4.3.2 The files/documents etc. always need to be well-preserved and carefully handled to ensure no damage or destruction of such information. All files and boxes that have noticeable damage as a result of regular handling need to be replaced to prevent any further damage.

4.4 Scanning

- 4.4.1 All files and documents requested by EWSETA in which the physical file is not required, need to be scanned into an EWSETA approved image file format of which the image quality is not less than the set standard of 300dpi.

- 4.4.2 All files are to be prepared for scanning ensuring that all staples, etc. which could damage the scanning equipment or documents during the scanning process are removed.
- 4.4.3 The preparation phase prior to scanning is deemed to be the most important phase as the documents within the files need to be sorted into the specific approved format (sequence) and a separator page placed between the different types of pages to ensure that this is correctly positioned in the electronic file/folder before being secured onto the data repository.
- 4.4.4 All documents which are damaged or of which the paper is brittle need to be handled with special care to prevent any further damage to such. Documents of which the ink has faded, and written information is not clearly visible need to be handled with care and the scanning process adjusted to ensure that the best possible image is obtained during the scanning process.
- 4.4.5 All scanned images and files need to be subjected to a quality control process in which all information is assessed to ensure acceptable quality of all images, as well as sequence of documents as per the file plan.

The physical documents need to be reassembled in the approved sequence and the file stored in the area designated into an “archive” section where scanned files are preserved and stored.

4.5 Scanning Image Format

- 4.5.1 The documents need to be scanned into a secure file format in which information could not be altered or amended in any manner to ensure the integrity of such information. Later changes to company information should be in the same format and any new additions/transactions are to be located in the correct and designated electronic files/folders.
- 4.5.2 The format must consist of the following capabilities to interface with EWSETA system applications: PDF.

4.6 Electronic Repository

- 4.6.1 The scanned image files need to be secured within an encrypted repository from where the electronic documents shall be retrieved as request and dispatched to EWSETA. Access to the Electronic Repository needs to be restricted to authorised officials only, and passwords need to be regularly changed every 30 days to secure the repository.
- 4.6.2 A regular back-up is to be made of all information within the repository to minimise the loss of information in the event of a disaster within the premises.
- 4.6.3 Access to records and journals must be provided as and when required.

4.7 Dispatch

- 4.7.1 The files requested by EWSETA shall need to be dispatched in two methods, namely the physical files which need to be transported to EWSETA by road and the electronic image files to be electronically sent to EWSETA.
- 4.7.2 The physical files to be transported, as the only record which EWSETA has, need to be transported in an enclosed vehicle of which the compartment is always locked whilst in transit.
- 4.7.3 The loss of any such information is to immediately be reported to the South African Police Services as well as the EWSETA representative, to whom the official SAPS case number i.e. Project Management CAS 1/7/2020 is to be submitted with a written

report and a sworn/affirmed affidavit pertaining to the circumstances surrounding the loss.

- 4.7.4 The Document Management System must display records of all files dispatched with audit trail for future reference when required.
- 4.7.5 The delivery of physical files shall be in two categories, namely the “urgent” and “normal” requests in which the respective files are to be delivered within (2) two hours minimum and (6) six hours maximum.
- 4.7.6 The delivery of physical files requested as “urgent” shall be on an ad hoc basis as and when required and the “normal” requests at least a delivery once per day.
- 4.7.7 The electronic image files requested need to be sent via the secure encrypted network or deposited within the electronic repository within (48) hours of the request in cases where the files have not yet been scanned and within (4) four hours where the files have been scanned.
- 4.7.8 The electronic data shall only be dispatched via a secured and encrypted network to prevent any security breach or the integrity of the information from being compromised.

4.8 Electronic Data Disclosures

- 4.8.1 This system should be able to give different user access levels (such as admin roles and user roles) to EWSETA scanned documents and data available for EWSETA officials and EWSETA customers to view the data.

4.9 Disposal of Documentation

- 4.9.1 EWSETA has obtained formal permission from the National Archivist to dispose some of its information that it is no longer required to keep record of. We therefore would require that bidders have the necessary facilities to ensure that information is disposed of in an orderly and environmentally friendly way, as required by law.

4.10 Storage Facility

4.10.1 Location

- 4.10.1.1 The document storage facility must not be further than 1 hour driving distance from the EWSETA Offices, currently located in Parktown, Johannesburg. This, however, could possibly change during the contract period.

4.10.2 Storage Area

- 4.10.2.1 The storage facility must be large enough to cater for the current EWSETA files, documents, records, etc. within the large commercial facility, as well as EWSETA offices and expansion of 5% per annum over the contract period.

4.10.3 National Archive and Records Standards

- 4.10.3.1 The prescripts of the National Archives and Record Service of South Africa Act, 1996 (Act 43 of 1996) need to be complied with in respect of all aspects.
- 4.10.3.2 The physical building structure, doors, windows, ceiling, roof, floor, air-conditioning, water pipes, electrical installations, etc. of the facility must follow NARS standards in respect of being constructed of non-flammable materials and minimise possible electrical faults.
- 4.10.3.3 The positioning and location of racks, shelves, cabinets, etc. in/on which records are to be stored, must be constructed of non-flammable materials and placed in

areas where the risks of fire, water, humidity, electrical and normal light exposure, as well as dust and pest damage is minimised.

4.10.4 Security

- 4.10.4.1 Adequate physical security measures need to be in place from the outer perimeter, secured windows and doors, access control, CCTV monitoring, intrusion and fire detection to comply with the MISS (Minimum Information Security Standards Policy) as approved in cabinet on 6 December 1996.
- 4.10.4.2 The premises also need to be secured by means of a fire suppression system which will not damage any of EWSETA records, data, etc. The premises need to be safeguarded by a 24-hours security guarding service controlling access in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).

4.10.5 Safety

- 4.10.5.1 The premises must be in compliance with the prescripts of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

4.10.6 Emergency Power

- 4.10.6.1 The premises must be equipped with an emergency back-up power supply, uninterrupted power supply to ensure continuity of business in the event of a power failure, load shedding, etc. to cater for a period of at least (4) four hours.

4.10.7

4.10.8 Security Competency

- 4.10.8.1 The company, directors and all staff directly involved with the contract will be subjected to security screening and vetting by the State Security Agency.
- 4.10.8.2 Staff directly involved need to be security competent and thus any person found not to be security competent will be required to immediately be replaced by a security competent person.

4.10.9 Oath of Secrecy

- 4.10.9.1 All staff directly involved will be required to sign an "Oath of Secrecy" and be bound to the Protection of Information Act, 1982 (Act 84 of 1982).

4.11 Other

4.11.1 Operating Hours

- 4.11.1.1 The required operating hours for the storage facility are to be weekdays from Mondays to Fridays between the hours 08:00 and 16:30 hours.

4.11.2 Insurance

- 4.11.2.1 The service provider shall be required to have insurance, including public liability for the assets, information being under their control whilst in storage, transit, etc. Proof of such adequate insurance must be provided to EWSETA at signing the SLA and be in place for the duration of the contract.

4.11.3 Copyright

- 4.11.3.1 Copyright of all documentation, electronic data, programme, manuals, and documents produced or prepared for EWSETA in respect of this bid (including training materials) by, or on behalf of, the bidder, or emanating from this contract, shall vest in EWSETA. EWSETA shall have the right to adopt such for other projects.

- 4.11.3.2 Any base systems, programmes, technical manuals, or adaptations developed by the bidder, or its supplier, prior to this contract will be excluded from 4.11.3.1, above.
- 4.11.3.3 The bidder shall not, without written consent of a duly authorised EWSETA official, use, copy, or communicate to any person such documents or information, except when strictly necessary for the purposes of the contract.
- 4.11.3.4 In addition, and without limiting the foregoing, the bidder shall deliver such documentation to EWSETA immediately upon expiry or termination of the contract.

5. EVALUATION CRITERIA

5.1 Stage 1: Pre-Qualification Criteria

5.1.1 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.

- 5.1.1.1 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.
- 5.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 5.1.1.3 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.
- 5.1.1.4 Proof of compliance with the Occupational Health and Safety Act for the storage facilities.
- 5.1.1.5 The service provider shall be required to have insurance, including public liability for the assets, information being under their control whilst in storage, transit, etc. Proof of such adequate insurance must be submitted.

5.1.2 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.

- 5.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin
- 5.1.2.2 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.

5.2 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. Site visit to the premises will be conducted.

5.2.1. 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
Methodology Proposed methodology must indicate an understanding of document management functions in line with the scope of work.	The methodology is innovative and tailored to EWSETA needs = 20 – 40 points The methodology is generic and will not meet projects requirements. = 1 – 19 points No submission = 0 points	40
Project Plan The bidder must provide a detailed project plan on the implementation and installation, including resources and timelines.	A project plan is tailored to the project implementation requirements = 10 - 20 points Project plan is partially tailored to the project implementation requirements = 1 – 9 points No submission = 0 points	20
Reference Letters Reference letters from different clients as evidence of related work previously conducted. NB: The Reference Letter(s) must not be older than 3 months, must be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the related work conducted, year(s) conducted and completed, contactable reference name and contact details, and be signed by the appropriate delegate. The	3 letters attached = 30 points 2 letters attached = 20 points 1 letter attached = 10 points No or unsatisfactory reference letter(s) attached = 0 points	30

Reference Letter should indicate the quality of the service rendered.		
Company Profile The qualifying Service Provider must have a minimum of five (5) years' experience in document management services. Please note that demonstrated experience must be documented clearly in the bidder's company profile.	5 years' experience or more = 10 points 3 - 4 years' experience = 5 points Less than 3 years' experience = 0 points	10
TOTAL		100

5.2.2. SITE INSPECTION

Only bidders who have met the minimum qualifying points threshold (75 points) will qualify for the site-inspection phase of the evaluation. On-site inspection with the bidder to be done at the proposed storage facility. The aim is to validate the compliance requirements and information provided by the bidder.

5.3 Stage 3: Pricing and Preference Points Stage

5.3.1. 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 point 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 bidder.

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.

5.3.2 Financial Proposal

Financial proposals will be compared based on their total amount over three (3) years 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.

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

	Description	Year 1 (incl VAT)	Year 2 (incl VAT)	Year 3 (incl VAT)
1	Document Management Solution (100 users)	R	R	R
2	Initial transport and moving costs	R	N/A	N/A
3	Support and maintenance	R	R	R
4	On-site training - to include all costs	R	R	R
5	Any other cost - please specify	R	R	R
6	TOTAL	R	R	R

The rates MUST be all-inclusive. This means all direct and indirect related costs must be included. Note that failure to propose the rates will render the entire bid as non-responsive and will result in the bidder scoring zero out of 80 points achievable on the price criteria.

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

6. NOTES TO BIDDERS

Outlined below are basic requirements that each bid must comply with throughout the project lifespan.

- 6.1** A prospective bidder 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.
- 6.2** The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 6.3** 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.
- 6.4** EWSETA does not bind itself into making an appointment from proposals and offers received.
- 6.5** 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.
- 6.6** EWSETA will not make upfront payments.
- 6.7** Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be conclude.
- 6.8** 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 her/his written authorized delegate.
- 6.9** A probation period of 30 days will apply to the agreement and a penalty regime system in the maintenance addressing recourse by the supplier or EWSETA will be implemented.
- 6.10** 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.
- 6.11** 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.
- 6.12** 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 authorized delegate
- 6.13** All records, whether in hard copy or electronic document format, shall be and remain the property of EWSETA. The successful Bidder shall not be permitted to disclose any such information, in any form whatsoever, to any third party.
- 6.14** All files scanned shall remain the property of EWSETA and the bidder shall under no circumstances provide any information to unauthorised persons, third parties or any person or institution without prior written authorisation from the CEO or his/her representative.

7. 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.

8. SUBMISSION OF BIDS

Bidders are required to submit their bids to the following address;

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

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/24/2020**

Envelope 2: Price and valid BEE Certificate Proposal:

Marked with name of bidder, contact details, company address closing date, and titled
Price Proposal and Valid BEE Certificate for Tender No: **EWSETA/RFP/24/2020**

9. 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 authorized delegate.

10. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **TUESDAY 09 FEBRUARY 2021 not later than 11H00**. Please note that no late proposals will be considered.

11. TENDER VALIDITY

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

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

13. 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/24/2020	CLOSING DATE:	09 FEB 2021	CLOSING TIME:	11:00HOURS
DESCRIPTION	PROVISION OF DOCUMENT MANAGEMENT SERVICES FOR A PERIOD OF THREE YEARS				
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. Atulkumar Patel
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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

14. 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.

15. 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

16. 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:

2.2.1 **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.

2.4 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.

3. 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;

4. 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

5.1 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 4.1 AND 5.1

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:

- What percentage of the contract will be subcontracted.....? %
- The name of the sub-contractor contractor.....
- The B-BBEE status level of sub-contractor
- 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 least 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

.....

17. 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

18. 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 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