



## REQUEST FOR BID

**The South African Qualifications Authority (SAQA) invites all interested parties to submit bids for requirements stipulated below:**

<b>DOCUMENT NUMBER:</b>	<b>SAQA 0016/19DFA</b>
<b>RFB ISSUE DATE</b>	<b>29 November 2019</b>
<b>RFB CLOSING DATE AND TIME:</b>	<b>10 January 2020 @11H00</b>
<b>RFB VALIDITY PERIOD</b>	<b>120 Days (from RFB closing date)</b>
<b>DESCRIPTION</b>	<b>Provision of green cleaning, hygiene and pest control services to the South African Qualifications Authority</b>
<b>PERIOD</b>	<b>Three (3) years</b>
<b>BRIEFING SESSION</b>	<b>Compulsory briefing session includes a site visit to the SAQA House, 1067, Arcadia Street, Hatfield, Pretoria, 0083 on 02 December 2019 @ 10H30</b>
<b>RESPONSES/SUBMISSIONS</b>	<b>All responses/submissions should be hand-delivered to the following address:  Tender Box located at the Reception on the ground floor, SAQA House, 1067 Arcadia Street, Hatfield, Pretoria 0083</b>
<b>ENQUIRIES</b>	<b>Please direct all enquiries to:  Name: Mr Jeremy Thomas  Email address: <a href="mailto:tenders@saqa.co.za">tenders@saqa.co.za</a></b>

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## **SECTION 1: TERMS OF REFERENCE**

### **1. INTRODUCTION**

- 1.1. The National Qualifications Framework (NQF) Act, 67 of 2008 mandates SAQA to oversee the further development and implementation of the NQF, advance its objectives, and co-ordinate the three Sub-Frameworks.
- 1.2. The objectives of the NQF are designed to contribute to the full personal development of each learner and the social and economic development of the nation at large.
- 1.3. By implication, therefore, SAQA as the custodian of the NQF plays an influential role in the entire education and training sector.

### **2. PURPOSE**

- 2.1. The purpose of this Bid is to appoint a suitably qualified service provider to provide SAQA with a comprehensive environmentally-friendly (green) cleaning, hygiene, and pest control service for three (3) years.
- 2.2. This document intends to provide prospective service providers with adequate information to understand and respond to SAQA's requirements. It serves to ensure uniformity in responses and to provide a structured framework for the evaluation of proposals.

### **3. BACKGROUND**

- 3.1. The South African Qualifications Authority (SAQA) is a public entity listed in Schedule 3A of the Public Finance Management Act, 1 of 1999, and must meet its requirements.
- 3.2. SAQA subscribes to environmental sustainability principles and is a member of the Green Building Council of South Africa (GBCSA). SAQA is looking for a service provider who delivers stringent, environmentally-friendly cleaning practices and standards, which do not compromise on quality, human health, and the natural environment.

#### **4. SCOPE OF SERVICES REQUIRED**

The appointed cleaning, hygiene, and pest control service provider will be required to:

- 4.1. Provide full-time (180 hours per month), competent labour resources for the cleaning and upkeep of the SAQA building, including parking areas.
- 4.2. Provide high performance, green (environmentally friendly) cleaning material, and equipment that is compliant in terms of the GBCSA.
- 4.3. Provide an all-inclusive supply of cleaning consumables as per specification (Section **4.15.4 to 4.15.7**)
- 4.4. Provide, on a rental basis, fully maintained hygiene equipment as per agreed specification.
- 4.5. Support the Facilities Management unit through monthly reporting of defects within the space of operation.
- 4.6. Ensure that all meeting rooms are fully serviced before and after meetings by clearing, tidying up, and refilling refreshments.
- 4.7. Provide pest control services every quarter.
- 4.8. Provide within a two (2) month period, after being awarded the contract, a customer communication logbook situated at a mutually agreed location for effective two-way communication between SAQA staff and the service provider's staff. This logbook must accurately record every task individually.
- 4.9. Not assume ownership or control of the building infrastructure, all of which must exclusively remain the property of SAQA.
- 4.10. Comply with the Occupational Health and Safety (OHS) Act :
  - 4.10.1. Bidders need to take note of the requirements of the Occupational Health and Safety Act (Act 85 of 1993). The bidder is deemed to have read and fully understood the requirements of the above Act and its Regulations, and have allowed for all costs in compliance in addition to that.
  - 4.10.2. Maintain a safety file and a valid Compensation for Occupational Injuries and Diseases Act (COIDA) certificate or letter of good standing for the duration of the contract.

4.11. SAQA House consists of the following functional spaces:

4.11.1. Number of floors: Seven ( 7)

Description	Extent in (m <sup>2</sup> )
Ground floor	350
1 <sup>st</sup> floor	1200
2 <sup>nd</sup> floor	900
3 <sup>rd</sup> floor	900
4 <sup>th</sup> floor	800
5 <sup>th</sup> floor	800
6 <sup>th</sup> floor	916
Total office space	5866
Total parking, roof, and basement	2835
<b>Overall space</b>	<b>8701</b>

4.11.2. Number of kitchens: Eight (8)

4.11.3. Number of bathrooms: Fourteen (14)

Gender	Number of rooms	Toilet (Water closet pans)	Urinals	Basins
Male	6	6	12	12
Female	6	18	0	12
Paraplegic	1	1	0	1
Additional	1	2	0	1
<b>Total</b>	<b>14</b>	<b>27</b>	<b>12</b>	<b>26</b>

4.11.4. Hygiene Equipment – (Refer to the pricing schedule in Section 3)

All hygiene equipment will be supplied and maintained by the service provider in line with the pricing.

#### 4.12. Service Specifications

##### **Frequency: Daily**

- Empty workstation bins into a centralized waste-holding area in line with SAQA solid waste management procedures at least twice a day.
- Clear and service boardrooms in between meetings.
- Clean toilets at least twice a day.
- Clean the main building area and passageways, including the entrance and exit areas.
- Clean the kitchens and kitchen appliances.

##### **Frequency: Weekly**

- Vacuum all carpeted areas
- Carpet spot cleaning
- Clean window blinds
- Clean telephone handsets
- Clean and polish furniture
- Dust all workstations including computer equipment

##### **Frequency: Monthly**

- Clean and wipe all doors
- Clean internal glass partitions
- Clean easily reachable windows
- Toilet Deep cleaning

##### **Frequency: Quarterly**

- Carpet Deep Cleaning
- External and internal High Window and façade cleaning
- Pest Control Services

##### **Frequency: Annually**

- Roof, gutter, and stormwater drainage high-pressure cleaning
- Upholstery cleaning

SAQA will make its cleaning standard operating procedure available to the successful bidder.

4.13. A minimum staff complement of 1 Supervisor and eight (8) cleaners for a total of 180 hours per month is required.

- 4.14. The cleaning service operating hours are Monday to Friday, from 06h00 to 15h00, should cleaning services be required outside of these hours, specific arrangements will be made between SAQA and the service provider.
- 4.15. Ensure that all staff are remunerated in terms of the Basic Conditions of Employment Act, No 75 of 1997, as amended.
- 4.16. The cleaning staff will report to SAQA's Deputy Director: Facilities Management
- 4.17. All consumables, cleaning equipment, administrative, and other costs shall be borne by the service provider and cost in line with the pricing schedule in **Section 3**. The service provider shall be responsible for the maintenance of the equipment and ensure that defective equipment is replaced within 24hrs from the time reported.
- 4.18. **Cleaning equipment and consumables**

4.18.1. The following cleaning equipment is required, but not limited to:

- Low noise – standard, industrial vacuum cleaners
- Buckets/janitorial trolleys - single and double buckets
- Ladders - long and short
- High-pressure cleaner
- Industrial scrubbing machine with buffing accessories
- Hard and soft brooms
- Mops
- Electrical extensions
- Industrial cleaner
- Wet floor/caution signs
- Microfiber cloth (3 per cleaner)
- Toilet brushes, spray bottle, e.t.c.

**4.18.2. Cleaning Consumables**

Product Name	Description	Area of use
General Purpose Cleaner A universal neutral cleaning	A universal neutral cleaning concentrate on removing dirt and from all washable surface	Use clean washable surfaces including floors
Toilet Bowl Cleaner	Liquid toilet bowl discolor and sanitizers	For use in the environment
Heavy-duty stripper	Heavy Duty Stripper Floor stripper for extremely soiled	Stripping tiled areas

Floor Sealer	Floor Sealer Hard-wearing high acrylic floor	Floor Sealer Hard-wearing high acrylic floor Sealing tiled areas
Air freshener	Air freshener A non-marking air accented air	All areas to sanitize the air
Carpet cleaner	Carpet cleaner Water-based carpet spot remover areas	Carpet areas

#### 4.18.3. Green cleaning materials

- Air freshener Dispenser
- Air freshener refill tin
- Bleach (per 5 liters)
- Bowl Cleaner (per 5 liters)
- Dust mask (per box of 10)
- Furniture polish (per 5 liters)
- Garage Roll
- Liquid Hand Soap (per 5 liters)
- Mutton cloth (per roll)
- Paper Towel Dispenser
- Pine Gel 5kg (bucket)
- Reflex hand towel two (2) play (pack of 6)
- Refuse bag black (pack of 20)
- Sanitizer Dispenser
- Soap dispenser liquid (per 5 liters)
- Stainless steel cleaning solvent (per 1 liter)
- Tidy Towel (per box)
- Toilet paper
- Toilet seat wipes (per box)
- Wall Bin for disposal of paper towels
- Window cleaner (per 5 liters)

4.19. To minimize any adverse impact on the environment and human health, SAQA recommends that the following GBCSA guidelines be used to select cleaning products (**see table 4.15.4 to 4.15.7**):

##### 4.19.1. Cleaning products

Product Category	Category Specific Standards	Alternative Applicable Standards
General-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes	Green Seal GS-37	Any Type 1 eco-labeling program as defined by ISO 14024: 1999 developed by a member of the Global Ecolabelling Network OR Any Certification Scheme classified as Level A, B or C under the BCSA's
Cleaning and degreasing compounds	Environmental Choice CCD-110	
Hard-surface cleaners	Environmental Choice	



	CCD-146	‘Assessment Framework for Certification Schemes’ (see <a href="http://www.gbcsa.org.za">www.gbcsa.org.za</a> ) OR EPA Design for Environment Program’s Standard for Safer Cleaning Products OR Cleaning devices that use only ionized water or electrolyzed water
Carpet and upholstery care	Environmental Choice CCD-148	
Industrial and institutional floor care products	Green Seal GS-40	
Hard-floor care	Environmental Choice CCD-147	

4.19.2. Disinfectants, metal polish or other products

Product Category	Category Specific Standards	Alternative Applicable Standards
Digestion additives for cleaning and odor control	Environmental Choice CCD-112	Low VOC levels OR EPA Design for the Environment Program’s Standard for Safer Cleaning Products OR Cleaning devices that use only ionized water or electrolyzed water and have third-party verified performance data equivalent to the other standards mentioned in this table OR Any type 1 eco-labeling program as defined by ISO 14024:1999 developed by a member of the Global Eco Labelling Network
Drain or grease trap additives	Environmental Choice CCD-113	
Odour control additives	Environmental Choice CCD-115	
Carpet and upholstery care	Environmental Choice CCD-148	
Specialty cleaning products	Green Seal GS-52/53	
PEST CONTROL PRODUCTS?		

#### 4.19.3. Disposable cleaning paper products and rubbish bags

<b>Product Category</b>	<b>Category Specific Standards</b>	<b>Alternative Applicable Standards</b>
Tissue paper, paper towels, and napkins	Green Seal GS-01	Any Certification Scheme classified as Level A, B or C under the GBCSA's 'Assessment Framework for Certification Schemes' (see <a href="http://www.gbcsa.org.za">www.gbcsa.org.za</a> )
Toilet tissue	Environmental Choice CCD-082	
Hand towels	Environmental Choice CCD-086	
Carpet and upholstery care	Environmental Choice CCD-148	
Specialty cleaning products	Green Seal GS-52/53	

#### 4.19.4. Hand Soaps

<b>Product Category</b>	<b>Category Specific Standards</b>	<b>Alternative Applicable Standards</b>
Industrial and institutional hand cleaners	Green Seal GS-41	Any Certification Scheme classified as Level A, B or C under the GBCSA's 'Assessment Framework for Certification Schemes' (see <a href="http://www.gbcsa.org.za">www.gbcsa.org.za</a> )
Hand cleaners and hand soaps	Environmental Choice CCD-104	
Hand sanitizers	Environmental Choice CCD-170	

## 5. SERVICES LEVELS AND APPLICABLE PENALTIES

SAQA's five service levels, also referred to as **levels of cleanliness** are:

Level 1 – Orderly spotlessness

Level 2 – Ordinary tidiness

Level 3 – Casual inattention

Level 4 – Moderate dinginess

Level 5 – Unkempt neglect

**The description of the levels of cleanliness are as follows:**

### 5.1. Level 1 – Orderly Spotlessness

- Floors and power skirting shine, and are bright and clean, and colors are fresh. There is no soil build up in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance with no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work, and fixtures are clean.
- Bathrooms fixtures and tile shine, and are odor-free. Supplies are adequate.
- Trash containers hold only daily waste, are clean and odor-free.

### 5.2. Level 2 – Ordinary Tidiness

- Floors and power skirting shine and are bright and clean. There is no build-up of soil in corners or along walls, but there can be up to two days' worth of dust, dirt, stains or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, and fingerprints are noticeable upon close observation. Lights all work, and fixtures are clean.
- Bathrooms fixtures and tile shine, and are odor-free. Supplies are adequate.
- Trash containers hold only daily waste, are clean and odor-free.

### 5.3. Level 3 – Casual Inattention

- Floors are swept or vacuumed clean, but upon close observation, there can be stains. A build-up of dirt and floor finish in corners and along walls can be seen.
- There are dull spots on carpets in the walking areas. There are splashes or dust on power skirting and mouldings.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work, and fixtures are clean.
- Trash containers hold only daily waste, are clean and odour free.

#### 5.4. Level 4 – Moderate Dinginess

- Floors are swept or vacuumed clean but are dull, dingy, and stained. A noticeable build-up of dirt or floor finish in corners and along walls can be seen.
- There is a dull path on carpets in the walking areas. Power skirting is dull and dingy with splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, fingerprints, and marks. Lamp fixtures are dirty, and some bulb lamps (up to five percent) are burned out.
- Trash containers old trash and shavings. They are stained and marked. Trash containers smell sour.

#### 5.5. Level 5 – Unkempt Neglect

- The floor and carpets are dull, dirt, and dingy. There is a conspicuous build-up of old dirt and floor finish in corners and along walls. Power Skirting's are dirty and stained. Gum, stains, dirt, dust balls, and trash are common.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.

- Trash containers overflow. They are stained and marked. Trash containers smell sour.

5.6. The following criteria will be used to manage service performance:

Minimum Service Level	Target	Penalties
Minimum service quality expected	Average of level 2 achieved in four inspections per month	<b>15%</b> of the labour fee invoiced per incident
Availability and quality of sufficient cleaning resources	100% availability of quality resources	<b>10%</b> of the cleaning related cost fees invoiced per incident
Availability and quality of sufficient hygiene resources	100% availability of quality resources	<b>10%</b> of the hygiene-related cost fees invoiced per incident

5.6.1. The maximum penalties for poor performance and other non-compliance to the contract will be limited to 20% of the total monthly invoice fees.

Furthermore, should the 20% limit be reached four (4) times during the contract period, SAQA reserves the right to immediately enter into a service dispute, that may result in the termination of the contract.

5.6.2. Notwithstanding those mentioned above, and without prejudice to any other rights that SAQA has, SAQA reserves the right to enter into service disputes at any point in time with the view of contract cancellation. During a service dispute, the service provider must continue to render services in terms of and per service levels.

5.6.3. The enforcement of a penalty does not exempt the bidder from resolving a problem, nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty must be enforced for subsequent periods of non-performance until resolved. Only penalties will apply, and no service credits will accrue.

## SECTION 2: EVALUATION CRITERIA

### 1. The bid will be evaluated on four (4) stages:

**Stage 1:** Administrative compliance checks

**Stage 2:** Mandatory Requirements

**Stage 3:** Functionality evaluation

**Stage 4:** Price and B-BBEE

#### 1.1. STAGE 1: ADMINISTRATIVE COMPLIANCE CHECKS

Bidders must ensure that all standard bid documents are signed, and the Central Supplier Database (CSD) report or Unique Number or Supplier number from the CSD is attached to the proposal.

#### 1.2. STAGE 2: MANDATORY REQUIREMENTS

Bidders who do not meet all the requirements below will be immediately disqualified from the bidding process:

- 1.2.1. Certified copy of a letter of good standing from the Department of Labour in respect of Compensation for Occupational Injuries and Disease Act (COIDA). The bidder must have and provide the registration certificate for the company.
- 1.2.2. Bidders **must** provide basic employee benefits such as a pension/provident fund and medical aid cover to their employees. In terms of the sectoral allowances and Basic Conditions of Employment Act. In this regard, a breakdown of the remuneration packages must be submitted.
- 1.2.3. Proof of public liability of not less than **R 1 000 000, 00** with a registered and recognized institution or letter of intent.

### 1.3. STAGE 3: FUNCTIONALITY EVALUATION

The functionality will be scored against the following criteria. Please note that a bidder will be disqualified where the minimum score of **80 points** is not achieved.

<b>FUNCTIONALITY: PHASE 1</b>		
<b>Criteria</b>	<b>Sub-criteria</b>	<b>Points</b>
<b>Adherence to good cleaning practices</b>	<p>Bidder must submit proof of association from at least <b>one</b> of the following approved institutions to qualify for full points:</p> <ul style="list-style-type: none"> <li>• Contract Cleaning Bargaining Council</li> <li>• National Contract Cleaners Association</li> <li>• South African Bureau of Standards</li> <li>• Services SETA</li> </ul> <p>No submission = 0 points</p>	<b>20</b>
<b>Relevant experience of the supervisor in cleaning, hygiene and pest control services</b>	<p>Bidder must submit a Curriculum Vitae (CV) of the supervisor showing the number of years' experience in the cleaning, hygiene, and pest control services field.</p> <ul style="list-style-type: none"> <li>• Supervisor without relevant experience in similar projects = <b>0 points</b></li> <li>• Supervisor with one year of relevant experience in similar projects = <b>2 points</b></li> <li>• Supervisor with two years of relevant experience in similar projects = <b>4 points</b></li> <li>• Supervisor with three years of relevant experience in = <b>6 points</b></li> <li>• Supervisor with four years of relevant experience in similar projects = <b>8 points</b></li> <li>• Supervisor with five years of relevant experience in similar projects = <b>10 points</b></li> </ul>	<b>10</b>
<b>Bidder's relevant experience for the assignment:</b>	<p>Bidder must submit written, contactable reference letters (on company letterheads) from clients where they have provided relevant similar services.</p>	<b>30</b>

<b>FUNCTIONALITY: PHASE 1</b>		
<b>Criteria</b>	<b>Sub-criteria</b>	<b>Points</b>
(The bidder must attach duly signed relevant reference letter(s) to qualify for the indicated points)	<b>Number of contactable reference letters 30 points:</b> <ul style="list-style-type: none"> <li>• No reference letter provided = 0 <b>points</b></li> <li>• 1 Reference letter = 6 <b>points</b></li> <li>• 2 Reference letters provided = 12 <b>points</b></li> <li>• 3 Reference letters provided = 18 <b>points</b></li> <li>• Reference letters provided = 24 <b>points</b></li> <li>• 5 Reference letters or more provided = 30 <b>points</b></li> </ul>	
<b>The value of relevant similar contracts undertaken:</b> (The bidder must attach duly signed relevant appointment letter(s) to qualify for the indicated points)	Bidder must submit appointment letters with the value of relevant similar contracts undertaken: R 200 000 or less = 0 <b>points</b> R 200 001 - R 500 000 = 5 <b>points</b> R 500 001 – R 700 000 = 10 <b>points</b> R 700 001 – R 900 000 = 15 <b>points</b> R 900 001 – R 1 000 000 = 20 <b>points</b> R 1 000 0001 – R 1 300 000 = 25 <b>points</b>	<b>40</b>
<b>TOTAL POINTS</b>		<b>100</b>

## 2. MINIMUM SCORING

A bidder must have obtained a minimum of **80 points** out of the total points for functionality to qualify to be evaluated on prices and B-BBEE. After the functionality evaluation, the qualifying bids will be evaluated per the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulation 2017.

## 3. Points awarded for B-BBEE status level of contributor

- (a) 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 per the table below:



<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**SECTION 3: PRICING SCHEDULES SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(SERVICES)**

**NOTE: ONLY FIRM PRICES PER YEAR WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder.....

**Bid Number: SAQA 0016/19 DFA**

**Closing Time 11:00 on 10 January 2020**

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

**PROVISION OF GREEN CLEANING AND HYGIENE SERVICES TO THE SOUTH AFRICAN QUALIFICATIONS AUTHORITY FOR THREE (3) YEARS.**

Item Description	Hours/Shifts	QTY	Rate/Staff member	Total/Shift	Monthly Rate
<b>Labour Costs</b>					
Staff	9	8	R	R	R
Supervisor	9	1	R	R	R
<b>Subtotal (1)</b>					R
<b>Item Description</b>					
<b>Cleaning Related Costs</b>					<b>Monthly Rate</b>
Cleaning detergents					R
Cleaning Equipment					R
Administration & Management					R
Uniform					R
Additional Costs & Contingencies					R
<b>Subtotal (2)</b>					R
<b>Item Description</b>					
<b>Hygiene Related Costs (Rental)</b>			<b>QTY</b>	<b>Rate</b>	<b>Monthly Rate</b>
SHE Bin Pedal and Liners			19	R	R
Toilet roll holders 3 tier			27	R	R
Airfreshner Dispenser and Aerosol			14	R	R
Foam Hand Soap Dispenser			14	R	R

Seat Sanitiser Dispenser	27	R	R
Automatic Paper Towel Dispenser	22	R	R
Wall Mounted Bin	14	R	R
Auto Flush Dispenser and Battery for Urinals	12	R	R
Auto Sanitiser Dispenser and Battery for Toilet and Urinals	12	R	R
<b>Subtotal (3)</b>			R
<b>Hygiene Consumables</b>			
<b>Item Description</b>	<b>QTY</b>	<b>Rate</b>	<b>Monthly Rate</b>
1 Ply Toilet paper (48 rolls per bag) Monthly	20	R	R
Foam Soap (800ml) Refill Monthly	14	R	R
Surface Sanitiser (400ml) Refill Monthly	30	R	R
Hand Paper Towel single-ply Refill Monthly (6 Rolls)	20	R	R
<b>Subtotal (4)</b>			R
<b>Deep Cleaning</b>			
<b>Item Description</b>	<b>QTY</b>	<b>Rate</b>	<b>Monthly Rate</b>
Ablution Facilities	14	R	R
Quarterly Pest Control (8700m <sup>2</sup> structured parking included)	0.3	R	R
<b>Subtotal (5)</b>			R
<b>Total Monthly Cost of Service(Subtotal(1)+(2)+(3)+(4)+(5))</b>			R
<b>Annual Cost Year 1</b>			R
<b>Escalation Year 2 @ %</b>			R
<b>Escalation Year 3 @ %</b>			R
<b>Total contract amount for three (3) years</b>			R

## SECTION 4: INVITATION TO BID AND BIDDER'S PARTICULARS

### INVITATION TO BID (SBD 1)

#### PART A INVITATION TO BID

YOU ARE WITH THIS INVITED TO BID FOR THE REQUIREMENTS OF THE SOUTH AFRICAN QUALIFICATIONS AUTHORITY

BID NUMBER:	<b>SAQA 0016/19 DFA</b>	CLOSING DATE:	<b>10 January 2019</b>	CLOSING TIME:	<b>11:00</b>
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DESCRIPTION

**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:

<b>SOUTH AFRICAN QUALIFICATIONS AUTHORITY</b>	
<b>SAQA HOUSE BUILDING,1067, ARCADIA STREET,</b>	
<b>HATFIELD, PRETORIA,</b>	
<b>0083</b>	
<b>SUPPLIER INFORMATION</b>	
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:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g., resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>SOUTH AFRICAN QUALIFICATIONS AUTHORITY (SAQA)</p>	<p>CONTACT PERSON</p>	<p>Mr Mpho Legoete</p>
<p>CONTACT PERSON</p>	<p>Mr Jeremy Thomas</p>	<p>TELEPHONE NUMBER</p>	<p>(012) 431 5226</p>
<p>TELEPHONE NUMBER</p>	<p>(012) 431 5062</p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p><a href="mailto:tenders@saga.co.za">tenders@saga.co.za</a></p>
<p>E-MAIL ADDRESS</p>	<p><a href="mailto:tenders@saga.co.za">tenders@saga.co.za</a></p>		

## 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. 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)?

YES  NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

YES

NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  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.**



## BIDDING STRUCTURE

### 1.1 Bidding Entity Type:

Indicate the type of Bidding structure by marking with an 'X':		
1	Individual <i>Bidder</i>	
2	<i>Joint Venture</i>	
3	<i>Consortiums</i>	

### 1.2 Individual Bidders:

If individual bidder, indicate the following:		
1	Name of <i>Bidder</i>	
2	Registration Number	
3	Vat Registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

**1.3 Joint Ventures:**

If Joint Venture or Consortium, indicate the following for the PRIME BIDDER		
1	Name of <i>Prime Bidder</i> organization	
2	Registration Number	
3	Vat Registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

If Joint Venture or Consortium, complete for each PARTNER involved in the bid		
Partner 1		
1	Name of Partners	
2	Registration Number	
3	Vat Registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

Partner 2		
1	Name of Partners	
2	Registration Number	
3	Vat Registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

Partner 3		
1	Name of Partners	
2	Registration Number	
3	Vat Registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

Partner 4		
1	Name of Partners	
2	Registration Number	
3	Vat Registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	

## DECLARATION OF INTEREST (SBD 4)

*“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” 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.*

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and
  - 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. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

a) Full Name of bidder or his or her representative:	
b) Identity number	
c) Position occupied in the Company (director, trustee, shareholder <sup>2</sup> , member):	
d) Registration number of company, enterprise, close corporation, partnership agreement or trust:	

e) Tax Reference Number:	
f) VAT Registration Number	

3. The names of all directors/trustees/shareholders/members, their identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

4. Are you or any person connected with the bidder presently employed by the state? If so, furnish the following particulars:

YES	NO
-----	----

a) Name of person / director / trustee / shareholder/ member:

b) Name of state institution at which you or the person connected to the bidder is employed :

c) Position occupied in the state institution:

d) Any other particulars

5. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO
-----	----

6. If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid. If no, furnish reasons for non-submission of such proof.

YES	NO
-----	----

7. Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months? If so, furnish particulars:

YES	NO
-----	----

8. 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? If so, furnish particulars.

<b>YES</b>	<b>NO</b>
------------	-----------

9. Are you, or any person connected with the bidder, 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? If so, furnish particulars.

<b>YES</b>	<b>NO</b>
------------	-----------

10. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars:

<b>YES</b>	<b>NO</b>
------------	-----------

**11. Full details of directors / trustees / members / shareholders**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Perusal Number

**12 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of bidder**



## PREFERENCE POINTS CLAIM IN TERMS OF PPR 2017 (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.**

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#### 4. GENERAL CONDITIONS

4.1. The following preference point systems apply to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

4.2.

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

4.3. Points for this bid must be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

4.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

4.5. 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 the B-

BBEE status level of contribution are not claimed.

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

## 5. 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 following specifications as set out in the Bid documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 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;

## 6. POINTS AWARDED FOR PRICE

### 6.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

## 7. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 7.1. 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 following the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 8. BID DECLARATION

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

- 8.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 8.1.2. B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be following the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**9. SUB-CONTRACTING**

9.1. Will any portion of the contract be sub-contracted?

**(Applicable Tick box)**

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

9.1.1. If yes, indicate:

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
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		
<b>OR</b>		
Any EME		

Any QSE		
---------	--	--

10. **DECLARATION CONCERNING COMPANY/FIRM**

10.1. Name of company/firm:.....

10.2. VAT registration number:.....

10.3. Company registration number.....

10.4. TYPE OF COMPANY/ FIRM

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

[APPLICABLE TICK BOX]

10.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

10.6. COMPANY CLASSIFICATION

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

[APPLICABLE TICK BOX]

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

10.8. 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 following 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 the 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 favorable 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 .....

.....

## DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

- 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 with such system; or
  - c. failed to perform on any previous contract.
- 4 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><b>(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 restricted after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.**

**I ACCEPT THAT, AND 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**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 with 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 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids, and proposals.**

**<sup>2</sup> 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 services for purchasers who wish to acquire goods and 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 with this makes 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 this Certificate and the accompanying bid, I understand that the word "competitor" must 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 is in the same line of business as the bidder.

**SBD 9**

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 consortium<sup>3</sup> 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. Also, 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, before the date and time of the official bid opening or the awarding of the contract.

<sup>3</sup> **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

## GENERAL CONDITIONS OF CONTRACT (GCC)

### GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

#### NOTES

The purpose of this document is to:

- Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC must prevail.

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## General Conditions of Contract

### 1. **Definitions** 1. The following terms must be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices to that and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of

components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser” means the organization purchasing the goods.
- 1.22. “Republic” means the Republic of South Africa.
- 1.23. “SCC” means the Special Conditions of Contract.
- 1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts, and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract conflict with these general conditions, the special conditions must apply.

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## **4. Standards**

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights.**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of the contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - a. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b. A cashier's or certified cheque

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests, and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SAQA or an organization acting on behalf of the SAQA.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be per the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may, on or after delivery be inspected, tested, or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the

contract. Failing such removal, the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size, and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1. Delivery of the goods shall be made by the supplier per the terms specified in the contract. The details of shipping or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or

acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly or commissioning of the supplied goods;
- b) Furnishing of tools required for assembly or maintenance of the supplied goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information about spare parts manufactured or distributed by the supplier:

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
  - i. Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure needed requirements; and

- ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial actions as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in the SCC.

## **17. Prices**

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier per the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the

Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.



## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such a supplier from doing business with the public sector for a period not exceeding ten (10) years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person, the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- a. The name and address of the supplier and / or person restricted by the purchaser;
  - b. The date of commencement of the restriction
  - c. The period of restriction; and
  - d. The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment of anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required, or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1. The purchaser may at any time terminate the Contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue after that to the purchaser.

## **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation or court proceedings herein,

- a. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b. The purchaser shall pay the Supplier any monies due the supplier.

## **28. Limitation of liability**

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- a. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1. The contract shall be interpreted under South African laws, unless otherwise specified in the SCC.

## **31. Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by

him in writing and such posting shall be deemed to be proper service of such notice.

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Before the award of a bid the Department must have a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall apply to all contracts that are subject to the NIP obligation

### **34. Prohibition of Restrictive practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3. If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **SECTION 5: BID REQUIREMENTS AND SPECIAL BID CONDITIONS**

### **BID REQUIREMENTS**

#### **1. DEFINITIONS**

- 1.1. *“and/or” - means the bidder must offer both, but SAQA may select one or both of the options.*
- 1.2. *“SAQA” – means the South Africa Qualifications Authority.*
- 1.3. *“SSA” – means the State Security Agency*
- 1.4. *“PPFA” – means Preferential Procurement Policy Framework Act*
- 1.5. *“RFB” – means Request For Bid*
- 1.6. *“Validity Period” – means 120 days commencing from the RFB closing date. This date could be extended by agreement between SAQA and the Bidders.*

## **2. CONFIDENTIAL INFORMATION DISCLOSURE NOTICE**

- 2.1. This document may contain confidential information that is the property of the South Africa Qualifications Authority (SAQA).
- 2.2. No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the SAQA.  
All copyright and Intellectual Property herein vests with SAQA.
- 2.3. The information contained in this document is confidential and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 2.4. For purposes of this process, the term “Confidential Information” will include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.

- 2.5. The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SAQA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.6. The receiving party shall take all such steps as may be reasonably necessary to prevent SAQA's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, SAQA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its confidential information.
- 2.7. Any documentation or records relating to confidential information of SAQA, which comes into the possession of the receiving party during the period of validity of this process or at any time after that or which has so come into its possession before the period of validity of this process:
  - 2.7.1. shall be deemed to form part of the confidential information of SAQA;
  - 2.7.2. shall be deemed to be the property of SAQA;
  - 2.7.3. shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 2.7.4. shall be surrendered to SAQA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

### **3. NEWS AND PRESS RELEASES**

- 3.1. Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with SAQA.



#### 4. PRECEDENCE OF DOCUMENTS

- 4.1. This RFB consists of several sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations, or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
- 4.2. Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a marked recommendation that SAQA may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAQA.
- 4.3. It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It, however, remains the exclusive domain and election of SAQA as to which of these stipulations are applicable and to what extent. Bidders are a result of this acknowledging that the decision of SAQA in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its inquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

#### 5. QUERIES

- 5.1. Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below.

<b>BIDDING PROCEDURE ENQUIRIES</b>		
Contact Person	Telephone	E-mail address
<b>Mr Jeremy Thomas</b>	<b>(012) 431 5062</b>	<a href="mailto:tenders@saqa.co.za"><u>tenders@saqa.co.za</u></a>
<b>TECHNICAL INFORMATION</b>		

Contact Person	Telephone	E-mail address
Mr Mpho Legoete	(012) 431 5226	<a href="mailto:tenders@sqa.co.za">tenders@sqa.co.za</a>

5.2. Under no circumstances may any other employee within SAQA, other than the contact person provided above, be approached for any information. Any such action may result in a disqualification of a response submitted in competition to the RFB.

5.3. SAQA reserves the right to place a received query and its corresponding response thereto, on its website, or a website that it has officially selected for such correspondence.

## 6. BRIEFING SESSION:

6.1. A compulsory briefing session, including a site visit to the SAQA House, 1067, Arcadia Street, Hatfield, Pretoria, 0083 will be held on **02 December 2019 @ 10h30**.

## 7. CUT-OFF DATE FOR QUERIES:

7.1. Bidders are allowed a window period for direct written queries up to the **09 December 2019**. No questions shall be answered beyond this window period, unless considered necessary by SAQA.

7.2. Any answer provided to any query shall be made available to all prospective bidders on the SAQA website by or before the **13 December 2019**.

## 8. LANGUAGE

8.1. The proposals, all correspondence and documents related to the bid document exchanged by the bidder and SAQA must be written in the language of the procedure – English.

8.2. Supporting documents and printed literature furnished by the bidder may be in another language, provided they are accompanied by an accurate translation into the

language of the procedure. For interpretation of the bid, the language of the procedure will prevail.

## 9. GENDER

9.1. Any word implying any gender shall be interpreted to imply all other genders.

## 10. HEADINGS

10.1. Headings are incorporated into this bid document and submitted in response to that, for ease of reference only and shall not form part thereof for any purpose of interpretation or any other purpose.

## SPECIAL CONDITIONS OF TENDER / BID AND CONTRACT

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
<b>1. GUIDELINE ON COMPLETION</b>					
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and noncompliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in this manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/ compliance/Yes or otherwise, SAQA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.				
1.2	Proper bids for the services specified must be submitted as per the requirement of the bid document.				
<b>2. CONTRACT LEGAL FRAMEWORK</b>					

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
2.1	The General Conditions of the Contract must be accepted.				
2.2	The laws of the Republic of South Africa shall govern this RFB, and the bidders with this accept that the courts of the Republic of South Africa shall have the jurisdiction.				
2.3	This RFB, all the appended documentation and the proposal in response to it read together, will form the basis for a formal contract to be negotiated and finalized between the SAQA and the enterprise(s) to whom SAQA awards the bid, in whole or in part.				
2.4	Should the bidder change any wording or phrase in this document, the bid shall be disqualified.				
2.5	This bid shall be awarded to the primary bidder. No separate agreements shall be concluded with the subcontractors of the primary bidder. The primary bidder shall solely be responsible, accountable, and liable for the fulfillment of the responsibilities and obligations of the contract. Subcontracting must be subjected to SAQA's approval.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
2.6	In the case of Consortiums, Joint Ventures, or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split, Rand value, and all mandatory documents as per section 1 of the bid document.				
2.7	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to qualify to claim B-BBEE status level points.				
<b>3. ADDITIONAL INFORMATION REQUIREMENTS</b>					
3.1	During the evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted within 5 (five) working days or as otherwise indicated. Failure to comply may lead to your bid being disregarded.				
<b>4. VENDOR INFORMATION</b>					
4.1	Winning bidder will be required to complete a vendor information form detailing the organization's complete profile. Bidder's				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	information will be uploaded on SAQA's Enterprise Resource Planning System (ERP), Accpac.				
<b>5. CONFIDENTIALITY</b>					
5.1	The bid and all information in connection, in addition to that, shall be held in strict confidence by bidders, and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentiality agreement preventing the unauthorized disclosure of any information regarding SAQA or its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of SAQA.				
<b>6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
6.1	Copyright of all documentation relating to this assignment belongs to SAQA. The successful bidder may not disclose any information, documentation, or products to other clients without the written approval of SAQA.				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
6.2	If the Company would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SAQA.				
6.3	Bidders must comply with copyright requirements and other applicable laws.				
6.4	SAQA shall own all materials produced by the Company during the course of, or as part of the Services.				
6.5	This clause (Clause 6) shall survive the termination of this Agreement or contract.				
<b>7. PAYMENTS</b>					
7.1	SAQA will pay the contractor as set out in the final contract. No additional amounts will be payable by SAQA to the contractor.				
7.2	No payment will be made to the contractor unless a monthly invoice has been submitted to SAQA. The invoice must be submitted in advance as determined by SAQA to ensure payment to the				



No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	Services Provider within 30 days.				
7.3	Payment shall be made into the bidder's bank account formally within 30 days after receipt of an acceptable, valid tax invoice.				
7.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT, or other moneys required to be paid in terms of applicable law.				
<b>8. NON-COMPLIANCE WITH SERVICES DELIVERY TERMS</b>					
8.1	As soon as it becomes known to the contractor that he will not be able to deliver the services within the services delivery terms and period or against the quoted price or as specified, SAQA must be given immediate written notice to this effect. SAQA reserves the right to implement remedies as provided for in the General Condition of Contract (GCC).				
<b>9. WARRANTS</b>					
9.1	The Service Provider warrants that: It/they are/can conclude this Agreement to the				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	satisfaction of SAQA for the full duration of the contract.				
9.2	Although the contractor will be entitled to provide services to persons other than SAQA, the contractor shall not without the prior written consent of SAQA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
<b>10. PARTIES NOT AFFECTED BY WAIVER OF BREACHES</b>					
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	Agreement.				
<b>11. RETENTION</b>					
11.1	On termination of this agreement, the contractor shall on-demand hand over all SAQA's documentation, information, software, etc., without the right of retention, to SAQA.				
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing shall also be in writing.				
<b>12. SUBMITTING BID/TENDER</b>					
12.1	An original plus one copy of the bid, i.e., two documents in total should be handed in/delivered/deposited to during office hours				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	7:30 – 16:30 South African time:				
12.2	The South African Qualifications Authority (SAQA Bid Box, located at the reception, ground floor of the (SAQA House)  1067 Arcadia Street  Hatfield  Pretoria, 0083				
	<b>NB:</b> Bidders are to indicate on the cover of each document, whether it is the original or a copy.				
12.3	Bids should be in a sealed envelope, marked with:  ▫ Bid Number: (SAQA 0016/19 DFA)  ▫ Closing date and time: (10 January 2020, 11h00)  ▫ The name and address of the Bidder				
<b>13. LATE BIDS / TENDERS</b>					
13.1	Late submissions will not be accepted. A submission would be considered late if it				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	arrived only one second after 11:00 or any time after that. The Tender/Bid box shall be locked at exactly 11:00, and Bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched, allowing enough time for any unforeseen events that may delay the delivery of the bid.				
<b>14. BRIEFING SESSION AND CLARIFICATION</b>					
14.1	Compulsory briefing session includes a site visit to the SAQA House, 1067, Arcadia Street, Hatfield, Pretoria, 0083, on 02 December 2019 @10H30				
14.2	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail). The bid number should be mentioned in all correspondence. Queries must be directed to the following e-mail address: <a href="mailto:tenders@saqa.co.za">tenders@saqa.co.za</a>				
<b>15. FORMAT OF BIDS/TENDERS</b>					

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
15.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
15.2	Bidders are to set out their proposal in the following format:				
15.2.1	<b>Section 1:</b> Terms of reference				
15.2.2	<b>Section 2:</b> Evaluation criteria				
15.2.3	<b>Section 3:</b> Pricing Schedule and B-BBEE (SBD 3.1 and SBD 6.1)				
15.2.4	<b>Section 4:</b> Invitation to bid & bidders particulars (Including Bidding/Tender Structure, SBD 1, SBD 4, SBD 8, SBD 9 and GCC)				
15.2.5	<b>Section 5:</b> Bid requirements and special bid conditions				
<b>16. DETAIL OF PROPOSAL DOCUMENTS (SUBMISSION FORMAT)</b>					

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
16.1	<p><b>Part 1: Bid document including SBDs</b></p> <p>Bidders must complete and submit the “Invitation to Bid” document.</p> <p>Indicate compliance/non-compliance or noted. In case of non-compliance, details, and references to the specific paragraph is required.</p> <p>Bidders must complete and submit all required Standard Bid Documents: SBD1, SBD 3.1, SBD 4, SBD 6.1, SBD 8 and SBD 9.</p>				
16.2	<p><b>Part 2: SARS Tax Compliance Requirement</b></p> <p>Bidders must state their National Treasury (CS Central Supplier Database’s Supplier Number Unique number and Tax Pin in their bids to enable SAQA to confirm suppliers’ tax status. <b>(RECEIVED CSD REPORT MUST BE ATTACHED)</b></p>				
16.3	<p><b>Part 3: B-BBEE Certificate</b></p> <p>Bidders are required to submit the original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations to substantiate their B-BBEE rating claims. However, bidders who qualify as EMEs and QSEs may submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.</p> <p><b>NB: Bidders will not be awarded preference points if they Fail to submit the original or a</b></p>				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	<b>certified copy of the B-BBEE certificate or an original affidavit.</b>				
16.4	<b>Part 4: Mandatory requirements</b>				
16.5	<b>Part 5: Functionality criteria</b>				
16.6	<b>Part 6: Pricing/BBBEE</b>				
<b>17. NEGOTIATIONS</b>					
17.1	SAQA reserve the right to enter into negotiation with a prospective contractor regarding any terms and conditions, Including price(s) of a proposed contract.				
17.2	SAQA must not be obliged to accept the lowest or any bid-offer or proposal.				
17.3	Despite preferential procurement regulations 2017 that state that subject to sub-regulation (9) and regulation 11, the contract must be awarded to the Bidder scoring the highest points, a contract may, on reasonable and justifiable grounds, be awarded to a proponent				



No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	that did not score the highest number of points.				
17.4	All Bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form SBD 7.2 signed by the designated delegated person of both parties.				
17.5	Documents submitted by Bidders will not be returned.				
<b>18. DOMICILIUM</b>					
18.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows:				
	The South African Qualifications Authority (SAQA House)  1067 Arcadia Street  Hatfield  Pretoria  0083				

No.	Conditions	Agreement /compliance			
		Yes	No	Noted	If no, indicate deviation
	<b>The Service Provider:</b> ..... ..... .....				