

# REQUEST FOR TENDER

### **SAQA 0001/17 DFA**

Rendering of Cleaning Services for a period of three (3) years

Compulsory Information Session: 11 January 2017 at 10:00

Closing Date: 16 January 2017 at 11:00

TENDER NUMBER: SAQA 0001/17 DFA

**COMPULSORY INFORMATION** 

SESSION: <u>11 January 2017</u>

TIME: <u>10h00</u>

CLOSE DATE: <u>16 January 2017</u>

TIME:  $\underline{11h00}$ 

**DESCRIPTION:** Rendering of Cleaning Services for a

period of three (3) years

See Special Conditions of Tender and Contract

### **Documents in tender document pack**

Tenderers are to ensure that they have received all pages of this document, which consist of the following sub-documents:

- 1 Invitation to Tender
- 2 Special conditions of tender and contract
- 3 Evaluation criteria and process
- 4 Evaluation criteria
- 5 Bid Documentation
- 6 Period of Validity
- 7 Language
- 8 Compulsory Information Session
- 9 Submissions of Bids
- 10 Pricing
- 11 Additional Information
- 11.1 Opening of Bids
- 12 Terms of Reference
- 13 Conditions of Tender
- 14 Conditions under which proposals are to be submitted
- 15 Organisation and Methodology

#### 1. Invitation to Tender

YOU ARE HEREBY INVITED TO TENDER FOR A REQUIREMENT OF SAQA

TENDER NUMBER: SAQA 0001/17 DFA CLOSING DATE: 16 January 2017

CLOSING TIME: 11:00

DESCRIPTION: RENDERING OF CLEANING SERVICES FOR A PERIOD OF

THREE (3) YEARS

VALIDITY: Offer to be valid for 90 days from the closing date of the tender

The successful tenderer will be required to fill in and sign a written Contract Form

TENDER DOCUMENTS MAY BE: DEPOSITED IN THE TENDER BOX SITUATED

AT 1067 ARCADIA STREET

HATFIELD PRETORIA, GROUND FLOOR

RECEPTION AREA

#### No faxed or e-mailed tenders will be accepted

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Tenderers should ensure that tenders are delivered before the closing date and time to the correct address. If the tender is late, it will not be accepted for consideration.

Tenders can be delivered between 08:00 and 16:30, Monday to Friday prior to the closing date, and between 08:00 and 11:00 on the closing date.

All tenders must be submitted on the official forms (not to be re-typed).

This tender is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

Tenders submitted that do not comply with the following may not be considered for evaluation:

- A tender that is not in the format prescribed.
- A tender without some or all of the required documents.
- Pricing schedules not in the required format.
- Tenders without the required number of copies.

Any queries regarding tendering procedures and technical information may be directed to:

Tender Procedures
Name: Lenette Venter
Tel.: 012 431 5062
Technical Information
Andre van Bergen
Tel: 012 431 5081

All tenderers must furnish the following particulars and include it in their submission:

(Failure to do so may result in your tender being disqualified)

Name of tenderer:	$\tilde{0} \ \tilde{0} \ $				
Entity name:	$\tilde{0}\ \tilde{0}\ \tilde{0}$				
VAT registration number	$\tilde{0} \ \tilde{0} \ $				
Postal address:	$\tilde{0}\ \tilde{0}\ \tilde{0}$				
Street address:	$\tilde{0}\ \tilde{0}\ \tilde$				
Telephone number:	Code: õ õ õ õ o Number: õ õ õ õ õ õ õ õ õ õ õ				
Cellular number:	$\tilde{0}\ \tilde{0}\ \tilde$				
Facsimile number:	Code: õ õ õ õ o Number: õ õ õ õ õ õ õ õ õ õ õ õ				
E-Mail:	$\tilde{0}\ \tilde{0}\ \tilde{0}$				
Contact details of respon consortium/joint venture	sible person who will act on behalf of the entity/ for this tender				
Name and Surname:	$\tilde{0}\ \tilde{0}\ \tilde{0}$				
Telephone number:	Code: õ õ õ õ Number: õ õ õ õ õ õ õ õ õ õ õ				
Cellular number:	$\tilde{0}\ \tilde{0}\ \tilde{0}$				
Facsimile number:	Code: õ õ õ õ o Number: õ õ õ õ õ õ õ õ õ õ õ õ				
E-Mail:	$\tilde{0}\ \tilde{0}\ \tilde{0}$				
NB: THE NATIONAL TREASURY SCM INSTRUCTION NOTE NO. 4 OF 2016/17 STATE THAT BIDS MAY ONLY BE AWARDED TO SUPPLIERS AFTER VERIFYING THAT THEY ARE REGISTERED AS PROSPECTIVE SUPPLIERS ON THE CENTRAL SUPPLIER DATABASE (CSD). IN ORDER FOR SAQA TO VERIFY YOUR COMPANY'S REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD) PLEASE PROVIDE THE FOLLOWING INFORMATION:  CSD SUPPLIER NUMBER					
UNIQUE REGISTRATION REFERENCE NUMBER:					

PROOF BY MEANS OF YOUR COMPANY'S CSD REPORT TO INDICATE THAT YOUR COMPANY IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) <u>MUST</u> BE ATTACHED.

### 2. Special conditions of tender and contract

		Confirmation			
No.	Conditions	Yes	No	Noted	If no, indicate deviation
1 GIII	DELINE ON COMPLETION				
1.1	Tenderers must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant tender 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 tenderer 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 tender submission. Tenders not completed in this manner may be considered incomplete and rejected. Should tenderers fail to indicate agreement/ compliance or otherwise, SAQA will assume that the tenderer is not in compliance or agreement with the statement(s) as specified in this tender.				
1.2	Proper tenders for the services specified must be submitted.				
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2. GEI	NERAL CONDITIONS OF CONTRACT				
2.1	The General Conditions of Contract must be accepted.				
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3. AD	DITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the tenders, additional information may be requested in writing from tenderers. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your tender being disregarded.				
4. VE	NDOR INFORMATION				
4.1	All tenderers will be required to complete a vendor information form detailing the organisations complete profile.				
5. QU	ESTIONNAIRE: BROAD BASED BLACK ECONOMIC EMPOWE	ERMEN'	T		
5.1	All tenderers will be required to complete a Broad Based Black Economic Empowerment form detailing the organisations profile.				

		Confirmation				
No.	Conditions	Yes	No	Noted	If no, indicate deviation	
6. CO	NFIDENTIALITY					
6.1	The tender and all information in connection therewith shall be held in strict confidence by tenderers and usage of such information shall be limited to the preparation of the tender.					
6.2	All tenderers are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding SAQA or of its activities to any other organisation or individual. The tenderers may not disclose any information, documentation or products to other clients without written approval of SAQA.					
7. INT	ELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT					
7.1	Copyright of all documentation relating to this assignment belongs to SAQA. The successful tenderer may not disclose any information, documentation or products to other clients without the written approval of SAQA.					
7.2	In the event that 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.					
7.3	SAQA shall own all materials produced by the Company during the course of, or as part of the Services.					
7.4	This clause 7 shall survive termination of this Agreement.					
8. PA	AYMENTS					
8.1	SAQA will pay the Company the Fee as set out in the final contract. No additional amounts will be payable by SAQA to the contractor.					
8.2	The contractor shall from time to time during the duration of the contract, invoice SAQA for the services rendered. No payment will be made to the contractor unless an invoice has been submitted to SAQA.					
8.3	Payment shall be made into the tenderers bank account formally within 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this tender is awarded).					

		Confirmation			ition		
No.	Conditions	Yes	No	Noted	If no, indicate deviation		
8.4	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.						
9. NO	N-COMPLIANCE WITH DELIVERY TERMS						
9.1	As soon as it becomes known to the contractor that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/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 GCC.						
10. W	/ARRANTS						
10.1	The Company warrants that:  It is able to conclude this Agreement to the satisfaction of SAQA.						
10.2	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.						
44 D	ARTIES NOT AFFECTED BY WAIVER OF BREACHES						
11.1	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.						
11.2	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 Agreement.						
12. R	ETENTION						
12.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, etc., without the right of retention, to SAQA.						
12.2	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.						

		Confirmation			
No.	Conditions	Yes	No	Noted	If no, indicate deviation
12 CIII	BMITTING TENDERS				
13. 30	BMITTING TENDERS				
13.1	An original plus three copies of the tender, i.e. four documents in total and should be handed in/delivered to:				
13.2	Deputy Director: Supply Chain Management The South African Qualifications Authority (SAQA) 1067 Arcadia Street, Hatfield, Pretoria 0083  NB: Tenderers are to indicate on the cover of each document whether it is the original or a copy				
13.3	Tenders should be in a sealed envelope, marked with:  Tender number (SAQA 0001/17 DFA)  Closing date and time (16 January 2017 @ 11:00)  The name and address of the tenderer				
14. LA	TE TENDERS				
14.1	Late submissions may not be accepted. A submission will be considered late if it arrived only one second after 11:00 or any time thereafter. The tender (tender) box shall be locked at exactly 11:00 and tenders arriving late will not be accepted under any circumstances. Tenderers are therefore strongly advised to ensure that tenders be dispatched allowing enough time for any unforeseen events that may delay the delivery of the tender.				
15. BR	RIEFING SESSION AND CLARIFICATIONS				
15.1	COMPULSORY INFORMATION SESSION				
13.1	11 January 2017 10h00  SAQA House Building 1067 Arcadia Street Hatfield, Pretoria				
15.1.1	Any clarification required by a tenderer regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the tender, is to be requested in writing (letter, facsimile or e-mail) from Lenette Venter. The tender number should be mentioned in all correspondence.				
16. FO	RMAT OF TENDERS				
. 5. 1 0					
16.1	Tenderers must complete all the necessary tender documents and undertakings required in this tender document. Tenderers are advised that their proposal should be concise, written in plain English and simply presented.				

		Confirmation			
No.	Conditions	Yes	No	Noted	If no, indicate deviation
16.2	Tenderers are to set out their proposal in the following format:				
16.2.1	Part 1: Invitation to Tender				
16.2.2	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria				
16.2.3	Part 3.1: CSD Registration Report and SARS Tax Clearance Certificate(s) Part 3.2: B-BBEE Certificate				
16.2.4	Part 4: Declaration of interest				
16.2.5	Part 5: Declaration of tenderers past supply chain management practices				
16.2.6	Part 6: Technical approach (Methodology and approach)				
16.2.7	Part 7: Experience in this field				
16.2.8	Part 8: Pricing Schedule.				
17 DET	AIL OF PROPOSAL DOCUMENTS				
17.1	Part 1: Invitation to Tender  Tenderers must complete and submit the % vitation to Tender+document.				
17.2	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria Indicate compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
17.3	Part 3.1: Central Supplier Database (CSD) Registration and SARS Tax Clearance Certificate (Please refer to www.csd.gov.za)  A CSD Registration Report must be submitted with the proposal. The CSD Registration Report must clearly indicate that the prospective service provider has a compliant SARS Tax Clearance Certificate and the BBBEE status must be indicated. In case of a consortium/joint venture, or where subcontractors are utilised, a CSD report for each consortium/ joint venture member and/or subcontractor (individual) must be submitted.  Part 3.2: B-BBEE Certificate  An accredited B-BBEE Certificate must accompany the proposal. Complete and sign SBD6.1 Form.				

17.4	Part 4: Declaration of Interest			
	Tenderers must complete and submit the Declaration of			
	Interest.			
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No.	Conditions	Yes	No	Noted	If no, indicate deviation
17.5	Part 5: Declaration of tenderer's past supply chain management practices				
17.5.1	Tendereros must complete and submit all required documentation; SBD4; SBD 6.1; SBD 8 and SBD 9 Forms				
17.6	Part 6: Technical approach Tenderers must, at least:				
17.6.1	Provide an overview of the methodology that is followed by them e.g. approach that is required				
17.6.2	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.				
17.6.3	Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.				
17.6.4	Describe the tasks, duties or functions to be performed by staff in these positions.				
17.7	Part 7: Experience in this field				
17.7.1	Tenderers should provide at least the following information:  Details of contracts for similar work within the last 4 years.  Contact details of a minimum of 3 organisations for which work was done. Reference letters to be attached to the proposal				
17.8	Part 9: Pricing Schedule				
17.8.1	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed. The proposed totals for fees and reimbursables will be included in the contract as the maximum amount to be spent on these items.				
17.8.2	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				

		Confirm			ation		
No.	Conditions	Yes	No	Noted	If no, indicate deviation		
17.9	Fees						
17.9.1	Completed Vendor Information form & required source documents. Payment details and proof of bank account (cancelled cheque) will only be required from the successful tenderer.						
18. PR	ESENTATIONS						
18.1	SAQA reserves the right to invite tenderers for presentations before the award of the tender.						
19. NEO	GOTIATIONS						
19.1	SAQA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.						
19.2	SAQA shall not be obliged to accept the lowest of any quotation, offer or proposal.						
19.3	Despite preferential procurement regulations 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.						
19.4	All tenderers 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 signed by the designated responsible person of both parties.						
19.5	Documents submitted by tenderers will not be returned.						
20. DOI	MICILIUM						
20.1	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) 1067 Arcadia Street Hatfield Pretoria 0083						
	The Service Provider: õõõõõõõõõõõõõõõõõõõõõõõõõõõõõõõõõõõõ						

### 3. Evaluation criteria and process

		Confirmation			
No.	Conditions		No	Noted	If no, indicate deviation
1. EVA	LUATION PROCESS				
1.1 CC	MPLIANCE WITH MINIMUM REQUIREMENTS				
1.1.1	All hide duly ledged will be exemined to		l	1	I
1.1.1	All bids duly lodged will be examined to determine compliance with bidding requirements				
	and conditions. Bids with obvious deviations				
	from the requirements/conditions, will be				
	eliminated from further adjudication.				
1.2 PR	ICE, FUNCTIONALITY AND PREFERENCE POINT	ΓS			
4.5.			T	I	
1.2.1	All remaining bids will be evaluated as follows:				
1.2.2	90 Marks will be awarded for price and 10 marks				
	will be awarded for specific goals set out in the				
	preference points claim form(s).				
1.3 DE	TERMINATION OF PERCENTAGE FOR FUNCTIO	NALIT	Υ		
		ı		1	
1.3.1	The evaluation criteria and weights for functionality as indicated in the table in				
	paragraph 4, will apply.				
1.3.2	The percentage scored for functionality should				
	be calculated as follows:				
	Each panel member shall award values for each individual criterion on a score sheet. The value				
	scored for each criterion shall be multiplied with				
	the specified weighting for the relevant criterion				
	to obtain the marks scored for the various criteria. These marks should be added to obtain				
	the total score. The following formula should				
	then be used to convert the total score to a				
	percentage for functionality:  Ps = So x Ap				
	Ms				
	Where				
	Ps = percentage scored for functionality by bid/proposal under consideration				
	So = total score of bid/proposal under consideration				
	Ms = maximum possible score Ap = percentage allocated for functionality				
	The percentages of each panel member shall be				
	added together and divided by the number of				
	panel members to establish the average percentage obtained by each individual bidder				
	for functionality.				
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No.	Conditions	Yes	No	Noted	If no, indicate deviation
	After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score (80%) for functionality should be taken into consideration.				
1.4 EL	IMINATION OF PROPOSALS ON GROUNDS OF FUNCT	IONA	LITY		
1.4.1	Bids that score less than 80% of the marks available for functionality will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference.				
1.5 DE	ETERMINATION OF PERCENTAGE FOR PRICE				
1.5.1	The percentage scored for price shall be calculated as follows:				
	The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices (adjusted or not), will proportionately obtain lower percentages.				
1.6 C/	ALCULATION OF POINTS FOR PRICE				
1.0 07	ALGOL/ (TIGHT OF TIGHT OF TIGHT)				
1.6.1	The percentage scored for price shall be calculated as follows:  The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices (adjusted or not), will proportionately obtain lower percentages.				
4.0.0	T				
1.6.2	The points scored out of 90 shall be calculated according to the following formula.  The 90/10 preference point system (above R1 Million)				
	Ps = 90 (1 . <u>Hs . Rs</u> ) Rs				
	Where				
	Ps = points scored for price of the bid/proposal under consideration				
	Hs = price by bid/proposal under consideration Rs = lowest acceptable price				

		Confirmation				
No.	Conditions	Yes	No	Noted	If no, indicate	
					deviation	

1.7 AW	ARDING OF POINTS FOR PREFERENCES/GOALS			
1.7.1	Points for any specific preferences will be awarded according to the formula(e) indicated in the preference points claim form(s), refer to no. 1.8, Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001.			
1.8 CO	MBINING FUNCTIONALITY, PRICE AND PREFERENCE	POINT	'S	
30	MENTILE CONTINUE TO THE PROPERTY OF THE PROPER			
1.8.1	The preference points for each bid will now be added to the price mark for that bid.			
		1		
1.8.2	The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.8.1 or to a lower scoring bid on justifiable grounds.			
10 10	JUDICATION OF BID			
1.9 AD	SUDICATION OF BID			
1.9.1	The Evaluation Committee will evaluate and make recommendation to the Procurement Committee. Procurement Committee will consider and make recommendation to Finance Committee. The Finance Committee will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.			

#### 4. EVALUATION CRITERIA

The evaluation criteria are as follows:

CRITERIA	CRITERIA FOR CRITERIA APPLICATION	WEIGHT
	1. PHASE 1: FUNCTIONALITY	
Accreditation	Bidder must submit proof of valid accreditation certification with the following approved Authorities:	20%
	<ul> <li>Contract Cleaning Bargaining Council (5%)</li> <li>NCCA/BEECA (5%)</li> </ul>	
	<ul><li>SABS (5%)</li><li>Services SETA (5%)</li></ul>	
	No submission = 0%	
Relevant Experience and References	Bidder must submit a company profile showing the number of yearsqexperience in the Cleaning Services field, three written contactable References (on company letterheads) of companies that they have provided similar services to and the value of such contracts, per annum.	20%
	<ul> <li>Number of references submitted: (5%)</li> <li>5 = 3 Written references</li> </ul>	
	3 = 2 Written references	
	1 = 1 Written reference 0 = 0 Written reference	
	0 = 0 Willen reference	
	<ul> <li>Number of yearsqexperience in providing a similar service (5%)</li> </ul>	
	5 = 5 years of more	
	4 = 4 . 5 years 3 = 3 . 4 years	
	2 = 2 . 3 years	
	1 = 1 . 2 years	
	0 = 1 year or less	
	Contract values of similar work (per annum): 10%	
	10 = R1,300,001 or more	
	8 = R1,000,001 . R1,300,000	
	6 = R900,001 . R1,000,000 4 = R700,001 . R900,000	
	2 = R500,001 : R900,000 2 = R500,001 : R700,000	
	0 = R500,000 or less	
Capacity	Provide a list of team members that will be assigned	10%
	to this contract, showing their reporting lines, structure or organogram: (5%)	
	Provide CV and proof of training (copy of certificate) of Supervisor (5%)	
	5= CV and copy of certificate	
	3 = CV only or Certificate only	
	0 = No submission	

Methodology		
	Service Provider to submit a work methodology relevant to this contract and site: (20%)	20%
	0 = No Submission	
	5 = Poor (Listing only products, major milestones only,	
	no detail)	
	10 = Satisfactory (Listing product in line with spec and	
	sequence of milestones and major milestones with no	
	detail)	
	15 = Good (Listing product in line with spec and	
	sequence of milestones with detail, milestones with	
	detail)	
	20 = Very Good (Detailed and site specific method	
	statement . listing specified product and SHE	
	accommodation, expanded milestones with project	
	schedule taking into account occupation)	
Compliance	Service Provider to submit proof of COIDA Certificate (5%)	15%
	Service Provider to submit Material Safety	
	Data Sheets (MSDS) of all consumables to be	
	used (10%)	
Environmental	Green Cleaning Chemicals . Refer to Paragraph	8%
friendly Cleaning	12.4.7 of Terms of Reference	
Material	Indicate the cleaning materials to be utilised. Quality	
Material	of the detergents and cleaning material to be used -	
	approved products (8%)	
	Refer to Paragraph 12.4.7.1 . 12.4.7.4. Submit proof	7%
	of specific standards for each category of cleaning	
	materials to be used (7%)	
	TOTAL GOODE FOR FUNCTIONALITY	
	I I MI AL GUMBE EMBELIKUTIMKALITA	400
	TOTAL SCORE FOR FUNCTIONALITY	100
Ridders MII		
	ST score 80% for phase 1 to qualify for further ev	aluation
		aluation
Bidders that fail to s	ST score 80% for phase 1 to qualify for further ev score 80% will be disqualified for being technicall and will not be considered for Phase 2	aluation
Bidders that fail to s  2. PHASE 2: PRIC	ST score 80% for phase 1 to qualify for further ev score 80% will be disqualified for being technicall and will not be considered for Phase 2 E	aluation y non-compliant
Bidders that fail to s  2. PHASE 2: PRIC	ST score 80% for phase 1 to qualify for further ev score 80% will be disqualified for being technicall and will not be considered for Phase 2	aluation
Bidders that fail to s  2. PHASE 2: PRIC	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  Etiveness of proposed price	aluation y non-compliant
2. PHASE 2: PRIC 2.1 Relative competit  TOTAL SCORE FOR PR	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant 90 Points
2. PHASE 2: PRIC 2.1 Relative competit TOTAL SCORE FOR PRIC 3. PREFERENCE F	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant 90 Points
2. PHASE 2: PRIC 2.1 Relative competition TOTAL SCORE FOR PRICE FO	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant 90 Points 90 Points
2. PHASE 2: PRIC 2.1 Relative competing TOTAL SCORE FOR PRIC 3. PREFERENCE FEQUITY (10 Points) Level 1	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant 90 Points
2. PHASE 2: PRIC 2.1 Relative competition TOTAL SCORE FOR PRICE FO	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant  90 Points  90 Points
2. PHASE 2: PRIC 2.1 Relative competit TOTAL SCORE FOR PRICE S	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant  90 Points  90 Points  10 9 8
2. PHASE 2: PRIC 2.1 Relative competit TOTAL SCORE FOR PRIC 3. PREFERENCE FEQUITY (10 Points) Level 1 Level 2	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant  90 Points  90 Points  10 9
2. PHASE 2: PRIC 2.1 Relative competit  TOTAL SCORE FOR PRIC 3. PREFERENCE F EQUITY (10 Points) Level 1 Level 2 Level 3 Level 4	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant  90 Points  90 Points  10  9  8  5
2. PHASE 2: PRIC 2.1 Relative competit  TOTAL SCORE FOR PRIC 3. PREFERENCE F EQUITY (10 Points) Level 1 Level 2 Level 3 Level 4 Level 5	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant  90 Points  90 Points  10 9 8 5 4
2. PHASE 2: PRIC 2.1 Relative competit  TOTAL SCORE FOR PR  3. PREFERENCE F EQUITY (10 Points) Level 1 Level 2 Level 3 Level 4 Level 5 Level 6	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technicall and will not be considered for Phase 2  E  tiveness of proposed price  RICE	aluation y non-compliant  90 Points  10 9 8 5 4 3
2. PHASE 2: PRIC 2.1 Relative competit TOTAL SCORE FOR PRICE SCORE FOR PRICE SCORE S	ST score 80% for phase 1 to qualify for further everage 80% will be disqualified for being technically and will not be considered for Phase 2  E  tiveness of proposed price  RICE  POINTS	aluation y non-compliant  90 Points  90 Points  10  9  8  5  4  3  2

#### 5. BID DOCUMENTATION

It is very important that the standard bid documentation included in this bid document be completed and submitted as part of the proposal. Failure on the part of the bidder to complete the attached documentation may lead to disqualification.

Attached Documents	Reference
Invitation to Bid	SBD 1
Central Supplier Database Registration	www.csd.gov.za
Tax Clearance Requirements	SBD 2
Pricing Schedule . Firm Prices	SBD 3.3
Declaration of Interest	SBD 4
Preference points claim form in terms of the Preferential Procurement Regulations 2011	SBD 6.1
Declaration of Bidder pas Supply Chain Management Practices	SBD 8
Certificate of Independent Bid Determination	SBD 9
Organisation and methodology	Refer to par. 15

[To be drawn up by the bidder using the format as per paragraph 15 of this bid document]

#### 6. PERIOD OF VALIDITY

Bidders shall be bound by their proposals for a period of **90 days** from the deadline for the submission of bids.

#### 7. LANGUAGE

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**.

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

#### 8. COMPULSORY INFORMATION SESSION

Date: 11 January 2017

Time: 10h00

Place: SAQA House Building 1067 Arcadia Street Hatfield, Pretoria

#### 9. SUBMISSION OF BIDS

Proposals must be received before the deadline as indicated in the bid document. They must include the signed standard bid documentation and all other relevant documents required and submitted at the following address:

Physical Address
South African Qualifications Authority
SAQA House Building
1067 Arcadia Street
Hatfield, Pretoria, 0083

#### Bidders shall comply with the following conditions:

All bids to be submitted in one original marked "original", and 3 (three) copies signed in the same way as the original and marked "copy".

All bids must be received before 11.00 on Monday 16 January 2017.

All bids, including annexures and all supporting documents, to be submitted in a sealed envelope bearing only:

- (a) the above address
- (b) the reference code of this bid. Reference: SAQA 0001/17 DFA
- (c) the words "Not to be opened before the bid opening session" in the language of the bid document  **English**
- (d) The name of the bidder, telephone number and address

#### 10. PRICING

Bidders shall be deemed to have satisfied themselves, before submitting their proposal(s), as to its/their correctness and sufficiency, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

# 11. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS

Bidders may submit questions in writing to the following address, specifying:

Reference number: SAQA 0001/17 DFA

The contract title: Cleaning Service

Contact name: Lenette Venter

Deputy Director: Supply Chain Management

Postal address: SOUTH AFRICAN QUALIFICATIONS AUTHORITY.

Post Net Suite 248, Private Bag X06, WATERKLOOF, 0145

Physical address: SOUTH AFRICAN QUALIFICATIONS AUTHORITY,

SAQA House Building, 1067 Arcadia Street, Hatfield, Pretoria

0081

E-mail: lventer@saqa.co.za

Any prospective bidders seeking to arrange individual meetings with SAQA during the bid period may be excluded from the bid procedure.

#### 11.1 OPENING OF BIDS

The opening and examination of bids shall be for the purpose of checking whether the bids are complete, whether the documents have been properly signed and whether the bid proposals are generally in order.

In the interests of transparency and equal treatment and without being able to modify their proposals, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of bids, to obtain information on how the procedure is progressing or to influence SAQA in its decision concerning the award of the contract shall result in the immediate rejection of its bid.

All bids received after the deadline for submission specified in the procurement notice or these instructions will be kept by SAQA. No liability can be accepted for late delivery of bids. Late bids may be rejected and not be evaluated.

In no event shall SAQA be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit SAQA to implement the programme or project announced.

#### 12. TERMS OF REFERENCE

#### 12.1 Objective of Cleaning Services to be provided

#### 12.1.1 SAQA House Building

Number of floors: 7

a)	Basement	750 <sup>m2</sup>
b)	Ground	350 <sup>m2</sup>
c)	1 <sup>st</sup> Floor North	600 <sup>m2</sup>
ď)	1 <sup>st</sup> Floor South	600 <sup>m2</sup>
f)	2 <sup>nd</sup> Floor	600 <sup>m2</sup>
g)	3 <sup>rd</sup> Floor	<b>5</b> 00 <sup>m2</sup>
h)	4 <sup>th</sup> Floor	800 <sup>m2</sup>
i)	5 <sup>th</sup> Floor	800 <sup>m2</sup>
j)	6 <sup>th</sup> Floor	800 <sup>m2</sup>

- 12.1.2 Number of kitchens: 8
- 12.1.3 Number of bathrooms: 14
  - 6 x Male (1 toilet, 2 urinals, 2 hand wash basins)
  - 1 x Staff Toilet (2 toilets, 1 hand wash basin)
  - 6 x Ladies (3 toilets, 2 hand wash basins)
  - 1 x Disabled toilet (1 toilet, 1 hand wash basin)
- 12.1.4 Number of occupants: ± 230

#### 12.1.5 Dispensers

All dispensers to be supplied and maintained by the service provider.

The amount of dispensers may vary but currently are as follows:

-	Soap dispensers	11
-	Paper Towel dispensers	19
-	Toilet paper dispensers	26
-	Air Fresheners dispensers	18

#### 12.2 Minimum Compliance Criteria

DESCRIPTION	FREQUENCY
1. ENTRANCE OF LOWER LEVEL, GROUND FLOOR AND FLOORS 1 - 6	
<ul> <li>Wash glass doors and windows with water and window cleaner and dry.</li> </ul>	Daily
Wash/polish all aluminium frames.	Once a week
Clean seats in entrance and reception.	Once weekly Wash once every 6 months
<ul> <li>Clean flowerpots/floors from rubbish lying around.</li> </ul>	Daily
Sweep and mop floors	Once a day or as required
Machine scrub	When necessary
<ul> <li>Clean and dust art effects/artificial plants/flowers.</li> </ul>	Daily
<ul> <li>Floors should be washed, polished and rubbed up.</li> </ul>	Twice weekly
<ul> <li>Empty all rubbish bins/waste paper containers.</li> </ul>	Daily
Surfaces should be dusted.	Daily
Vacuum curtains/blinds.	Once weekly
<ul> <li>Exterior paved areas in front and back of building . sweep and scrub</li> </ul>	Sweep daily Scrub when necessary
<ul> <li>Balconies on 2<sup>nd</sup> floor and 4<sup>th</sup> floor .</li> <li>sweep and washed</li> </ul>	Daily sweep and weekly washed
Collect all refuse	Daily
Spray all offices, kitchens and the refuse room to control pests	Daily
Cleaning of the parking area	Daily

2.	TOILETS	3 x daily
•	Toilets are to be done as the first tasks of the day. In other words, early in the morning, as soon as cleaners start their work and be checked and freshen up.	3 x daily
•	Clean and sanitize all bowls, basins and urinals	Daily
•	Wash urinals with antiseptic soap and water	Daily
•	Wash toilets and toilet seats. Dry toilet seats. Use clean washcloths.	Every week
•	Every toilet must be equipped with an air freshener unit and it must be serviced.	Daily
•	Wash washbasins and dry.	Daily
•	Clean towel cabinets, soap dispenser, fresh dispenser and sanitary bins.	Daily
•	Clean all areas around the washbasins and urinals as well as the floors.	Daily
•	Ensure that tiles/walls and doors are always clean/hygienic.	Ongoing
•	Clean all mirrors.	Ongoing
•	Taps must be dried and rubbed until shining.	Ongoing
•	No loose bottles or cleaning material must be left/stored in the toilets.	Ongoing
•	Cleaners should check at least three (3) times daily whether toilet paper, hand towels are available and remove rubbish lying on the floor.	Every day
•	Check for leakages/blockages daily and report to official in charge.	Ongoing
•	Supply deo blocks to maintain a clean, hygienic smell throughout the day. P-Mats for men urinals.	Daily Ongoing

•	Responsible SAQA official will provide condoms. Each cleaner responsible for a particular ablution facility should check daily that there is a container in each facility, that there is no damage to the container and that the container is at least half full. If a container is not half full then the cleaner should request for additional supplies from relevant official. Relevant official to monitor supplies will keep registers of supplies. Each cleaner will be required to sign the register upon receipt of the supplies for a particular facility. If there is no container or it is damaged the cleaner should inform the relevant official immediately so that arrangements can be made to repair or install a new one.	
3.	OFFICES	
3.1	Offices with Carpets	Weekly
•	Vacuum weekly.	Every 6 months
•	Carpets to be washed and dried every six (6) months with an industrial carpet washer. SABS approved products must be used.	
3.2	Offices without carpets	
•	To be swept daily.	Daily
•	Wash floors if dirty and sticky.	Ongoing
•	Floors must be washed once a week	Weekly
3.3	Waste paper containers and rubbish bins in the building, offices and passages	
•	All rubbish bins in the building are to be emptied and cleaned daily and rubbish bins must be taken to the rubbish containers.	Ongoing
•	Shredded paper should also be removed from offices and passages and	Ongoing Page 24

	taken to the designated place.	
3.4	Furniture and Equipment	
•	Dust daily, the entire office and roof included.	Once a week
•	Polish once a week.	Once a week
3.5	Telephones	
•	Dust daily.	Daily
•	Sweep with damp cloth when dirty.	Ongoing
3.6	Waste Containers	
•	Clean waste containers and glasses and fill water bottles with fresh water daily in all board rooms	Daily
3.7	Statues, Models, Paintings and Tapestries	
•	Clean when need exists. Cleaners to liaise with their supervisor before cleaning valuable art pieces to ensure that no damage takes place.	Ongoing
3.8	Books and Book racks – Cupboards	
•	Dust weekly and wash bookracks, cupboards if required.	Weekly
3.9	Louvre Windows	
•	Dust daily.	Daily
•	Wash and dry every three months.	Every 3 months
3.10	Computer Rooms	
•	Clean daily in such a manner that dust does not move upwards in the air and collect on equipment.	Daily
•	Make arrangements with occupant before cleaning.	Ongoing
L		

3.11	Stairs and Passages	
•	Must be swept and handrails be wiped clean daily.	Daily
•	Must be washed if dirty and sticky.	Ongoing
•	Stairs must be washed and polished once a week.	Once a week
•	Passages must be vacuumed once a week and washed every six months.	Once a week Washed every 6 months
3.12	Windows	
•	Wash inside and outside surfaces of windows every six (6) months	Every 6 months
3.13	Conference Rooms (General)	
•	Clean, dust, polish and vacuum once a week.	Once a week
•	Carpets to be washed and dried every six (6) months with an industrial carpet washer.	Every 6 months
3.14	Kitchens	
•	Floors to be washed daily	Daily
•	Dedicated staff member for Executive Office Kitchen	Ongoing
•	Wash floors, walls if dirty and sticky.	Ongoing
•	Floors must be polished once weekly	Once weekly
3.15	Lift and Lift Foyers	
•	Clean interior daily.	Daily
•	Clean Indicator Boards.	Ongoing
•	Clean Lift door tracks.	Ongoing
•	Clean lift doors and entrance walls and mirrors	Ongoing

#### 3.16 Water Fountains

 Fill water fountains bottles with fresh water when empty and replenish disposable cups Ongoing

#### 12.3 Staff Compliment Required

1 x Supervisor: Mon-Friday (06h00 . 15h00) . 60 minutes for lunch included

8 x Cleaners: Mon-Friday (06h00 . 15h00) . 60 minutes for lunch included

#### 12.4 Consumables and cleaning equipment

12.4.1 The service provider shall supply all cleaning consumables and equipment required to render the daily cleaning services. The service provider shall be responsible for the maintenance of the equipment. The service provider shall ensure that defective equipment will either be replaced or repaired within 24 hours from the time that such defective equipment is reported by SAQA and/or the service providers staff.

#### 12.4.2 Equipment

Low noise . HAP standard, industrial vacuum cleaners

Mops

Buckets/Janitorial trolleys . single and double bucket

Ladders (1 Long and Short)

Industrial Cleaner

High pressure cleaner

Industrials scrubbing machine with buffing accessories

Cloths - microfiber (3 per cleaner)

Brooms (Hard and Soft)

**Electrical Extensions** 

Wet Floor/Caution Sign

Toilet brushers, spray bottle, dustpan sets etc

#### 12.4.3 Cleaning Consumables

Please refer to the Green Cleaning Products required below.

Product Name	Description	Area of use
General Purpose Cleaner	A universal neutral cleaning	Use clean washable
	concentrate for removing dirt and	surfaces including, floors
	from all washable surface	,ash trays
Toilet Bowl Cleaner	Liquid toilet bowl discolour and	For use in the environment
(Disinfectant)	sanitizers	
Heavy Duty Stripper	Floor stripper for extremely soiled	Stripping tiled areas
	floor surfaces	
Floor Sealer	Hard wearing high acrylic floor	Stealing tiled areas
	dressing	
Air freshener	A non-marking air accented air	All areas to sanitize the air
	freshener	
Carpet cleaner	Water based carpet spot remover	areas
Window cleaner	General window and Glass	Washing windows and
	cleaner	doors
Dishwasher	Clear general purpose cleaner	For use in the kitchen
Furniture	A liquid durable liquid furniture	For use on all wooden
	polish	furniture

12.4.4 <u>Cleaning Materials</u>
Please refer to the Green Cleaning Products required below.

DESCRIPTION
Liquid Hand Soap (per 5 litre)
Bleach (per 5 litre)
Bowl Cleaner (per 5 litre)
Window cleaner (per 5 litre)
Toilet seat wipes (per box)
She bins
Air freshener Dispenser
Air freshener refill tin
Paper Towel Dispenser
Furniture polish (per 5 litre)
Stainless steel cleaning solvent (per 1 litre)
Soap dispenser
Sanitizer Dispenser
Reflex hand towel 2 play (pack of 6)
Toilet paper
The specification for the toilet roll covers 500 numbers of sheets, Sheet size: 110mm x
100mm, Core diameter: 39mm, Basic weight: 20gsm (grams per square meter), Packaging:
48 rolls per bale (1ply)
Wall Bin for disposal of paper towels
Mutton cloth (per roll)
Dishwashing liquid (per 5 litre)
Soap dispenser liquid (per 5 litre)
Garage Roll
Tidy Towel (per box)
Refuse bag black (pack of 20)
Pine Gel 5kg (bucket)
Dust mask (per box of 10)
H-strip (per 5 litre)

12.4.5 The use of common cleaning chemicals poses a potentially potent threat to indoor air quality and the health and wellbeing of building occupants and cleaning and maintenance personnel. In addition, many common cleaning consumables, such as paper products, may use substantial amounts of virgin materials in their production.

12.4.6 Green cleaning products can make a contribution to both improving the indoor environment in the SAQA House Building and lowering the impact on air, water and ecosystems. Many cleaning chemicals are derived from non-renewable resources and often pose significant threats to human and environmental health. Using certification standards to vet and approve what constitutes green cleaning chemicals approved for use in buildings reduces the risk of green-washingqand ensures that chemicals are thoroughly tested. according to internationally established standards. for toxicity to aquatic life, bio-degradability, contribution to eutrophication, air quality degradation and other factors related to human and environmental health.

#### 12.4.7 Green Cleaning Chemicals

#### 12.4.7.1 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 Eco labelling Network	
Cleaning and degreasing compounds	Environmental Choice CCD- 110	OR Any Certification Scheme	
Hard-surface cleaners	Environmental Choice CCD- 146	classified as Level A, B or C under the BCSAc Assessment Framework for Certification Schemesq(see www.gbcsa.org.za)	
Carpet and upholstery care	Environmental Choice CCD- 148		
Industrial and institutional floor care products	Green Seal GS-40	OR	
Hard-floor care	Environmental Choice CCD- 147	EPA Design for Environment Programs Standard for Safer Cleaning Products	
		OR	
		Cleaning devices that use only ionized water or electrolysed water	

#### 12.4.7.2 Disinfectants, metal polish, or other products

Product category	Category specific standards	Alternative Applicable Standards	
Digestion additives for cleaning and odour control	Environmental Choice CCD- 112	Low VOC levels OR	
Drain or grease trap additives	Environmental Choice CCD- 113	EPA Design for the Environment Programs Standard for Safer	
Odour control additives	Environmental Choice CCD- 115	Cleaning Products OR	
Carpet and upholstery care	Environmental Choice CCD- 148	Cleaning devices that use only ionized water or electrolysed	
Specialty cleaning products	Green Seal GS-52/53	water and have third-party- verified performance data equivalent to the other standards mentioned in this table (if the device is marked for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims)	
		OR	
		Any type 1 eco-labeling program as defined by ISO 14024:1999 developed by a member of the Global Eco Labelling Network	
		OR	
		Any Certification Scheme classified as Level A, B or C under the GBCSAcs Assessment Framework for Certification Schemesq(see www.gbcsa.org.za)	

### 12.4.7.3 Disposable cleaning paper products and rubbish bags

Product category	Category specific standards	Alternative Applicable Standards	
Tissue paper, paper towels and napkins	Green Seal GS-01	Maintenance/cleaning paper products derived from rapidly renewable resources or made from tree-free fibres  OR  FSC certification, for fibre	
Toilet tissue	Environmental Choice CCD- 082		
Hand towels	Environmental Choice CCD- 086		
Carpet and upholstery care	Environmental Choice CCD- 148	procurement OR	
Specialty cleaning products	Green Seal GS-52/53	Paper products, such as bathroom tissue, facial tissues and paper towels have recovered and post-consumer recycled content recommendations	
		OR	
		Any Type 1 eco-labelling program as defined by ISO 14024:1999 developed by a member of the Global Eco Labelling Network	
		OR	
		Any Certification Scheme classified as Level A, B or C under the GBCSAcs Assessment Framework for Certification Schemesq(see www.gbcsa.org.za)	

# 12.4.7.3.1 Recommended recovered fibre content levels for maintenance/cleaning and hygiene paper products

Item	Recovered Fibre (%)		Post-consumer Fibre (%)
Toilet tissue	20-100		20-60
Paper towels	40-100		40-60
Facial tissue	10-100	of	10-15
Paper napkins	30-100	which	30-60
General purpose industrial wipes	40-100		40

#### 12.4.7.4 Hand Soaps

Hand soaps should not contain any anti-microbial agents (other than as a preservative) except where required by health and other regulations

Product category	Category specific standards	Alternative Applicable Standards
Industrial and institutional hand cleaners	Green Seal GS-41	Any Type 1 eco-labelling program as defined by ISO
Hand cleaners and hand soaps	Environmental Choice CCD- 104	14024:1999 developed by a member of the Global Eco Labelling Network
Hand sanitizers	Environmental Choice CCD- 170	OR Any Certification Scheme classified as Level A, B or C under the GBCSAc Assessment Framework for
		Certification Schemesq(see www.gbcsa.org.za)

#### 13. CONDITIONS OF TENDER

#### 13.1 Charter of Ethics and Values

13.1.1In terms of SAQAcs Charter of Ethics and Values (attached), Service Providers must provide basic employee benefits such as a pension/provident fund and medical aid cover to their employees. In this regard a breakdown of the remuneration package must be submitted. Failure to provide the above-mentioned benefits will result in disqualifications. It is of the utmost importance that service providers indicate clearly the breakdown of benefits provided. No indication of benefits will result in disqualification.

#### 13.2 Basic Conditions of employment Act

13.2.1 Service Providers **must** adhere to all the requirements of the <u>Basic conditions of Employment Act (BCEA)</u>. Evidence of compliance to this Act must be submitted with the proposal.

#### 13.2.2 Purpose of the BCEA Act

The purpose of the BCEA Act is to advance economic development and social justice by fulfilling the primary objects of this Act which are .

- (a) to give effect to and regulate the right to fair labour practices conferred by section 23(1) of the Constitution .
  - (i) by establishing and enforcing basic conditions of employment; and
  - (ii) by regulating the variation of basic conditions of employment;

#### 13.3 Contract Requirements

- 13.3.1 The total number of all the cleaners must be 8 and 1 supervisor.
- 13.3.2 One fulltime supervisor must be employed to supervise all cleaning services. This person should not be involved with daily cleaning, but will be responsible for inspecting, organising, supervising and only assists with cleaning when required.
- 13.3.3 The contractor should supply all cleaning agents, material, machines, etc. as well as other items necessary to strictly adhere to the set requirements.
- 13.3.4 Storage rooms for supplies, rest rooms for cleaners as well as an office for the supervisor must be arranged by the contractor with SAQA.

- 13.3.5 The appointed supervisor should always be reachable by cellphone etc. if needed.
- 13.3.6 Management of the Cleaning Company should inspect the whole building at least once per month and have a meeting with the Directorate Finance and Administration to discuss problems if any.
- 13.3.7 All cleaners and the supervisor should work from Monday to Friday.
- 13.3.8 In cases where a cleaner is absent from work he/she must be replaced from the time of absence with another cleaner.
- 13.3.9 All walls must be cleaned when necessary.
- 13.3.10 All cleaners and the supervisor should be in possession of an ID-card with photo to enable access control to identify him or her as an employee of the cleaning company.
- 13.3.11 Tenderers must be registered members of a recognized national cleaners association. A Certified copy of the current Registration Certificate must be attached with the tender documents.

#### 13.4 Green Cleaning Performance

13.4.1 The purpose of this contract is to encourage high performance cleaning practices, which reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemicals, biological and particulate contaminants that compromise indoor environmental quality, human health, building fabric and the natural environment.

# 14. CONDITIONS UNDER WHICH PROPOSALS ARE TO BE SUBMITTED

14.1 SAQA reserves the right to reject any tender that, in its opinion, is not suitable for the purpose of this project.

- 14.2 Contractors may be penalised for not meeting performance levels. Where such shortfalls exist, notification and warning(s) will precede any such penalty to correct the situation promptly.
- 14.3 SAQA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should it be decided not to proceed with the project. Should either party due to reasons not attributable to the contractor terminate the agreement between SAQA and the service provider, the service provider will be remunerated for the appropriate portion of work completed.
- 14.4 The professional persons proposed for use on the project shall remain in use on the project unless permission is granted by SAQA to change the staffing proposal. Such permission will only be granted in exceptional cases.
- 14.5 No material or information derived from the provision of the services under the contract may be used for any purposes other than those of SAQA, except where authorized in writing to do so by SAQA.
- 14.6 The bidder will be disqualified should any attempt be made by the service provider, either directly or indirectly, to canvass SAQA, or any of its employees in respect of a bid between the date of the tender and the date of award.
- 14.7 The copyright of all documents and electronic aids, software etc, prepared or developed in terms of this appointment shall be vested in SAQA.
- 14.8 SAQA reserves the right not to accept the lowest quotation, as the quality of the bid proposal and the potential to implement will play a major role when the bid proposals are evaluated. Similarly SAQA is not bound to select any of the service providers pitching for the bid.
- 14.8.1 SAQA reserves the right to award only part of the contract, if deems it necessary.

#### 15. ORGANISATION AND METHODOLOGY

#### To be completed by the Bidder

#### **RATIONALE**

- Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final contract.
- An opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

#### PROJECT/ACTION PLAN (METHODOLOGY)

- Project plan to be submitted
- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference.

SBD 6.1

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

- contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) "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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) "consortium or joint venture" 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;
- (h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- (i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (I) "non-firm prices" means all prices other than %irm+prices;
- (m) "person" includes a juristic person;
- (n) "QSE" means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties:
- (p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- (r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

#### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

#### 4.1 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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ 

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

#### 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution:  $= \tilde{o} \tilde{o} \tilde{o}$  (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

#### 8. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	
-----	----	--

- 8.1.1 If yes, indicate:

  - ii) The name of the sub-contractor  $\tilde{0}$   $\tilde{0}$

  - iv) Whether the sub-contractor is an EME.

(Tick a	pplic	cable be	ox)
YES		NO	

#### 9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.2 VAT registration number:  $\tilde{0}$   $\tilde{0}$
- 9.3 Company registration number:  $\tilde{0}$   $\tilde{0$
- 9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

 $\tilde{0} \ \tilde{0} \$ 

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 9.7 Total number of years the company/firm has been in business: õ õ õ õ õ õ õ õ õ õ õ
- 9.8 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
    - (a) disqualify the person from the bidding process;
    - recover costs, losses or damages it has incurred or suffered as a result of that persons conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

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 $\mathsf{DATE} \colon \qquad \tilde{\mathsf{o}} \; \tilde{$ 

## PRICING SCHEDULE – FIRM PRICES (SERVICES)

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

Name of bidder Closing Time 11:00 on 16		Bid number: SAQA 0001/17 DFA
OFFER TO BE VALID FOR 1	20 DAYS FROM THE CL	OSING DATE OF BID.
ITEM QUANTITY NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
ALL PRICING INCLUSIVE O	OF VAT SHOULD BE SU	JBMITTED USING THIS FORM OR CLEARLY MARKED
		E - PRICE FOR DAILY CLEANING SERVICES MUST LES AND EQUIPMENT BUT EXCLUDE PRICING FOR
Daily Cleaning Services	Year 1	Rõõõõõõõõõõõõõõõõõõõ
(payable monthly)	Year 2	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
	Year 3	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
Cleaning of Carpets	2 x in Year 1	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
	2 x in Year 2	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
	2 x in Year 3	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
Cleaning of Windows	2 x in Year 1	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
	2 x in Year 2	Rõõõõõõõõõõõõõõõõõõõõ
	2 x in Year 3	Rõ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ
TOTAL PRICE FOR PERIOD	OF 3 YEARS	R

# PRICES FOR CLEANING MATERIAL (THIS SHOULD BE QUOTED SEPERATELY AND <u>NOT</u> PART OF THE CLEANING SERVICES ABOVE NB: ALL CLEANING MATERIAL TO BE SABS APPROVED AND ENVIRONMENTAL GREEN FRIENDLY

DESCRIPTION	BRAND NAME	PRICE PER UNIT (INCL. VAT)
Linuid Hand Coop (one Filture)		
Liquid Hand Soap (per 5 litre)		
Bleach (per 5 litre)		
Bowl Cleaner (per 5 litre)		
Window cleaner (per 5 litre)		
Toilet seat wipes (per box)		
She bins		
Air freshener Dispenser		
Air freshener refill tin		
Paper Towel Dispenser		
Furniture polish (per 5 litre)		
Stainless steel cleaning solvent (per 1 litre)		
Soap dispenser		
Sanitizer Dispenser		
Reflex hand towel 2 play (pack of 6)		
Toilet paper		
The specification for the toilet roll covers 500 numbers		
of sheets, Sheet size: 110mm x 100mm, Core diameter:		
39mm, Basic weight: 20gsm (grams per square meter),		
Packaging: 48 rolls per bale (1ply)		
Wall Bin for disposal of paper towels		
Mutton cloth (per roll)		
Dishwashing liquid (per 5 litre)		
Soap dispenser liquid (per 5 litre)		
Garage Roll		
Tidy Towel (per box)		
Refuse bag black (pack of 20)		
Pine Gel 5kg (bucket)		
Dust mask (per box of 10)		
H-strip (per 5 litre)		

Percentage price escalation for year 2 and 3	%
- Does offer comply with terms of reference?	*YES/NO
- If not, indicate deviation(s)	$\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}\;\tilde{\mathtt{o}}}\;\tilde{\mathtt{o}}}\;\tilde{\mathtt{o}}$

<sup>\*</sup>Delete if not applicable



## **Charter of Ethics and Values**

Status:	Approved
Custodian:	Executive Office
Date approved:	2014-03-14
Implementation date:	2014-03-17
Decision number:	SAQA 03103/14 (Governance Manual)
Due for review:	2015-03-13
File Number:	

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SAQA Charter of Ethics and Values Status: Approved Date: 2014-03-14 File Reference:

#### **CHARTER OF ETHICS AND VALUES**

#### INTRODUCTION

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. Because we seek public confidence in SAQA's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievements in following this charter.

#### **PURPOSE**

SAQA has adopted this Charter of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in SAQA's business and operations in line with good corporate governance as espoused in King III.

The charter is intended to:

- Raise ethical awareness
- Act as a guide to members of the Board, Board Committees, and staff.
- Assist in assuring stakeholders of the integrity of SAQA.

As a practical matter, a written charter cannot ensure ethical conduct. Reference to the Charter should therefore not replace ethical values that form part of the human character – "do to others as you would have them do to you". Rather than seek to act solely according to the letter of the Charter, individuals should also be guided by their consciences as to what is right or wrong.

#### **SCOPE**

The Charter applies to:

- Members of the Board and Co-opted members to Board Committees
- Members of the permanent staff
- Temporary staff, volunteers and consultants engaged by SAQA to the extent that their activities come within its scope.

All Board and co-opted Committee members, employees, volunteers, and others who participate in SAQA's business and operations are required to subscribe to this Charter, understand how it applies to their specific responsibilities, and practice its eight core values in their work (See Appendix A).

#### **RESPONSIBILITIES**

Responsibilities of members of the Board and Board Committees

Members of the Board and Board Committees are required, by reason of their being in control of the affairs of SAQA, to:

- Be responsible for communicating the Charter to, and ensuring its understanding by, the members of the staff.
- Be responsible for observance of the ethical obligations by SAQA.
- Take the necessary steps to ensure compliance within SAQA with the provisions of the Charter.
- Set an example to the members of staff and stakeholders, in all matters pertaining to the Charter.
- Deal courteously with members of the staff, having regard to cultural diversity and individual dignity
- Never require a member of the staff to act in an immoral, unethical or unlawful way
- Ensure compliance with the statutory requirements and codes applicable to SAQA.

Members of the Board and Board Committees should ensure that policies and procedures are in place to ensure that:

- Due attention is given to the training and development of all members of the staff.
- Safe working conditions are provided, including appropriate equipment to perform the job, and competent supervision.
- In the appointment, treatment and promotion of members of the staff there is no discrimination on any ground, which is unlawful and affects the carrying out of the duties of the staff member.
- Opportunities are provided for individuals whose potential has been restricted by historical injustices, in terms of applicable legislation.
- Members of the staff's efforts are acknowledged by fair and adequate remuneration and other means.
- Members of the staff are protected against sexual, physical or emotional harassment from whatever source.
- There is compliance with laws governing labour relations and conditions of employment.
- There is effective communication with members of the staff, and that they are kept informed as appropriate to their jobs.
- There is commitment to honouring the agreed terms and conditions of employment.

Members of the Board and Board Committees are required to manage the affairs of SAQA with a view to achieving optimal savings and other benefits, and in particular should:

- Strive to minimize inefficiencies in SAQA, and establish standards of efficiency in consultation with members of the staff.
- Introduce and maintain in SAQA an awareness that the resources of SAQA, including time resources, are in limited supply.
- Keep the net costs at the lowest reasonable level.

Members of the Board and Board Committees are expected to act honestly and in good faith, and in particular should:

- Act within their powers, and in the interests and for the benefit of SAQA.
- Carry out their duties with the skill and care to be expected from a person of their knowledge and experience, and exercise their own judgement.
- Not permit wastage of the assets and resources of SAQA.
- Report accurately to the stakeholders on the performance and prospects of SAQA, and justify the confidence placed in them.
- Furnish the external auditors with all information and explanations, which they require for the performance of their functions.
- Not carry out the affairs of SAQA negligently or recklessly.
- Not misuse their position within the SAQA structures to acquire for their own benefit, any economic opportunity. Not divulge confidential information of SAQA or otherwise make improper use of such information.
- Not accept bribes or any other corrupt or unconscionable benefits.
- Not accepts any gifts or favours, without prior permission of the Board.
- Report to the other members of the Board and Board Committees any approach made by an employee, which may compromise them in the execution of their duties.

Responsibilities of the members of the staff

All members of the staff are required to perform their duties diligently and efficiently, and in particular shall:

- Support and assist members of the Board and Board Committees to fulfil its commercial and ethical obligations as set out in the Charter
- Comply with all the laws, rules, codes and standards applicable to SAQA
- Take all reasonable steps to ensure that the information upon which their decisions or actions are based is factually correct and ensure that they have the delegation to make the decision.
- Avoid any waste, damage and private usage of SAQA's resources, including time.

SAQA Charter of Ethics and Values Status: Approved Date2014-03-14 File Reference:

- Not divulge any confidential information or otherwise make improper use of such information.
- Assist fellow employees in meeting their obligations
- Use their capabilities and develop their potential as much as possible, particularly in return for training received.
- Act honestly at all times and report any harmful activity they may observe or come across at the workplace.
- Honour their agreed terms and conditions of employment
- Refuse any bribe, and report attempted bribery to the Chief Executive Officer or the Chairperson of the Board
- Not accept any gifts or favours, which are not commensurate with the normal courtesies of social life, without prior permission of the Board or the Chief Executive Officer.
- Report to the members of the Board or the Chief Executive Officer any approach made by a stakeholder, which may compromise them in the execution of their duties.
- Not award any service contracts (as opposed to employment contracts) to an immediate relative (being defined as a blood relative or relative by means of marriage) without the permission of the Board or Chief Executive Officer.
- Disclose any current service contracts with immediate relatives to the Chief.
   Executive Officer
- Be transparent in the giving and receiving of information in order that informed decisions can be made.
- Join management in a commitment to improve productivity.
- Not intimidate a fellow employee.
- Treat fellow staff members with dignity, respect and equality.
- Recognize fellow employee's rights to freedom of association.
- Abide by the laws of the country.
- Promote the services of SAQA accurately.
- Disclose all relevant information regarding the services, which stakeholders cannot reasonably learn for themselves.
- Remain proficient in carrying out their professional duties.
- Place the interest of stakeholders above their own in all business matters related to SAQA.
- Act professionally towards stakeholders.
- Respect the confidentiality of sensitive information.
- Refrain from expressing opinions or views, which may prejudice a stakeholder.
- Terminate dealings with any stakeholder who bribes or attempts to bribe members of the staff or the Board or Board Committees.
- Honour contracts entered into with other parties.

Responsibilities of members of the Board, Board Committees and staff to society at large

The members of the Board, Board Committees, and the staff are required to:

- Pay due regard to environmental and public health considerations.
- Before retrenching any staff, consider the effect such retrenchments may have on society at large.
- Participate, within its means, in uplifting the community in which it operates.
- Respect the law.
- Respect the rights, dignity and diversity of other persons.

#### **CORE VALUES**

• As a Representative of SAQA, I will always be ethical

#### In practice, this means:

- I am trustworthy, acting with the utmost integrity and moral courage.
- I am truthful, do what I say I will do, and am dependable.
- I make impartial decisions, free of bribes, unlawful gifts, narrow political interest, and financial and other personal interest that impair my independence of judgement or action.
- I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- I show respect for persons, confidences, and information designated as "confidential."
- I use my title(s) only when conducting official SAQA business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.
- As a Representative of SAQA, I will always be professional.

#### In practice, this means:

- I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- I approach my job and work-related relationship with a positive attitude.
- I keep my professional knowledge and skills current and growing.

#### As a Representative of SAQA, I will always be service-oriented.

#### In practice, this means:

- I provide friendly, receptive, courteous service to everyone.
- I am attuned to, and care about, the needs and issues of stakeholders.
- In my interactions with constituents, I am interested, attentive, and responsive.

#### As a Representative of SAQA, I will always be fiscally responsible

#### In practice, this means:

- I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of SAQA, especially its financial stability.
- I demonstrate concern for the proper use of SAQA assets (e.g. personnel, time, property, equipment, funds) and follow established procedures.
- I make good financial decisions that seek to preserve programmes and services for SAQA stakeholders.

#### As a Representative of SAQA, I will always be organized

#### In practice, this means:

- I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and longterm goals.
- I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- I am respectful of established SAQA policies, procedures, processes and guidelines.

#### • As a Representative of SAQA, I will always be communicative

#### In practice, this means:

- I convey the SAQA's care for and commitment to its stakeholders.
- I communicate in various ways that I am approachable, open-minded and willing to participate in dialogue.
- I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

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File Reference:

#### As a Representative of SAQA, I will always be collaborative

#### In practice, this means:

- I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- I work towards consensus building and gain value from diverse opinions.
- I accomplish the goals and responsibilities of my individual positions, while respecting my role as a member of a team.
- I consider the regional, provincial and country-wide implications of SAQA's decisions and issues.

#### • As a representative of SAQA, I will always be progressive

#### In practice, this means:

- I exhibit a proactive, innovative approach to setting goals and conducting the SAQA's business.
- I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
- I promote intelligent and thoughtful innovation in order to forward SAQA's policy agenda and services.

#### **UNDERTAKING WITH RESPECT TO** THE SAQA CHARTER OF ETHICS AND VALUES

Ihereby state that I have read and that I understand and subscribe to the SAQA Charter of Ethics and Values.
I hereby undertake to perform in line with the responsibilities expected of me in terms of the charter and I hereby bind myself to practice the eight core values adopted by SAQA.
Signed this day of
Signature:

File Reference: