

REQUEST FOR BID:

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) HEAD OFFICE FOR A PERIOD OF FIVE (5) YEARS

Contract Number HWSETA0013/2021

Closing Date 06 November 2020

Closing Time 11H00

Location 17 Bradford Road, Bedfordview, 2047

Briefing session There is no compulsory briefing session. Kindly contact the

uploaded on the HWSETA website by the 23 October 2020.

DOCUMENTS IN THIS BID DOCUMENT PACK

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

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ANNEXURE F

ANNEXURE G

Certificate of independent bid determination

ABBREVIATIONS	MEANING
GCC	General conditions of contract
SANAS	South African National Accreditation System
IRBA	The Independent Regulatory Board of Auditors
CIPC	Companies and Intellectual Property Commission
(IP)	Intellectual Property
CIPRO	Companies and Intellectual property Registration office
EME	Exempted Micro Enterprises
IIA	Institute of Independent Auditors
CAE	Chief Audit Executive
DTI	Department of Trade and Industry
B-BBEE	Broad Based Black Economic Empowerment
PPPFA	Preferential Procurement Policy Framework Act

INVITATION TO BID

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) HEAD OFFICE FOR A PERIOD OF FIVE (5) YEARS

	NUMBER: HWSETA0013/2021 ce Space Head office	Closing time and date:06 November 2020
DES	SCRIPTION	Office Space Head Office
VAI	LIDITY	Offer to be valid for 90 days from the closing date of the bid.
The	successful bidder will be required to fill in and sign a	written Contract.
BID	DOCUMENTS MAY BE:	
	ther be posted to OR placed in the tender box OR couried the below address on or before the closing date and time	
HW	SETA Head Office 17 Bradford Road, Bedfordview, 204	77
HW	documents will only be considered if received by SETA before the closing date and time, regardless of the thod used to send or deliver such documents to the HWSE	TA
No	faxed or e-mailed bids will be accepted	
	dders should ensure that bids are delivered before the he bid is late, it will not be accepted for consideration a to the bidder(and where practicable, be returned unopened
	Bids can be delivered between 08:30 and 16:00, Monbetween 08:30 and 11:00 on the closing date.	days to Fridays, prior to the closing date, and
	All bids must be submitted on the official forms (not to be	re-typed)
	All bids must be sealed	
	This bid is subject to the General Conditions of Contract (Conditions of Contract. This bid is subject to the Preferential Procurement Policy Procurement Regulations, 2017, General Conditions of Contract.	Framework Act and the Preferential

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

- A bid that is not in the format prescribed
- A bid that is not sealed
- A bid without some or all the required documents.

number

Entity name

- Pricing schedules not in the required format.
- Bids without the required number of copies.

A presentation by shortlisted bidders will be held at – HWSETA Head Office 17 Bradford Road, Bedfordview, 2047

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

Name:	Ntombizodwa Motlour	ng	
e-Mail <u>r</u>	ntombizodwam@hwse	eta.org.za	
All bi		the following particulars an o so will result in your bid b	d include it in their submission being disregarded)
Name of bidder:			
Entity name			
VAT registration num	ber		
Tax Clearance Certifi and expiry date:			
Postal address:			
Street address:			
Telephone number:	Code	Numbe	r
Cellular number:			
Facsimile number:	Code	Numbe	r
e-Mail address:			
In case of a consort	ium/joint venture, fu	II details on consortium/joi	nt venture members:
Entity name		VAT registration number	Tax Clearance Certificate No. and expiry date:
		VAT registration	Tax Clearance

Certificate No and

		Domicilium		
e-Ividii duuless.				
e-Mail address:				
Facsimile number:	Coo	de	Number	
Cellular number:				
Telephone number:	Cod		Number	
Name and Surname				
Contact details of alterna he/she not be available	ative responsible pers	son who will act on beha	alf of the person above should	
e-Mail address:				
Facsimile number:	Code	Number		
Cellular number:				
Telephone number:	Code	Number		
Name and Surname				
Contact details of respor	nsible person who wi	ll act on behalf of the en	ntity/consortium/joint venture fo	or
Street address:				
Postal address:				
Entity name:				
Name of contracting enti	ty in case of a conso	rtium/joint venture		
Entity name	nur	nber	expiry date:	
	 VA	Tregistration	Tax Clearance Certificate No and	
			expiry date:	

HWSETA chooses the following as its domicilia citandi et executandi for all purposes of and in connection with the final contract:

HWSETA HWSETA Head Office 17 Bradford Road, Bedfordview, 2047

The bidder must indicate its domicilia citandi et executandi for all purposes of and in connection with the final contract.

Confirmation		
Are you an accredited representative in South Africa for the services offered by you (please provide YES/NO)	YES / NO	

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

The certificate must be issued by one of the following bodies:

A Verification Agency accredited by the South African National Accreditation System (SANAS) Registered Auditors approved by IRBA (until the expiration of the period prescribed by the DTI) Affidavit signed by the EME representative and attested by a Commissioner of Oaths

A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but –

May only score 80 for price, and scores 0 points out of 20 for B-BBEE.

Declaration

Signature of bidder:

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date

Name and title:	
Date:	
Are you duly authorised to commit the bidder:	YES / NO
Capacity under which this bid is signed	

SPECIAL CONDITIONS OF BID

1. SPECIAL CONDITION OF CONTRACT

- 1.1 Proper bids for the services specified must be submitted.
- 1.2 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other relevant Act
- 1.3 HWSETA reserves the right:
 - 1.3.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the PPPFA (Act 5 of 2000)
 - 1.3.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
 - 1.3.3 To accept part of a tender rather than the whole tender.
 - 1.3.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after Adjudication of the Bid.
 - 1.3.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
 - 1.3.6 To cancel and /or terminate the tender process at any stage, including after the closing date and/ or after presentations have been made, and or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
 - 1.3.7 Award to multiple bidders based either on size or geographic considerations.
 - 1.3.8 To award the tender to the second highest point scorer should the highest point scorer fail to deliver or turn down the offer.
- 1.4 The HWSETA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and request for additional information

2. GENERAL CONDITIONS OF CONTRACT

- 2.1 The General Conditions of Contract must be accepted.
 - 2.2 Any award made to a bidder(s) under this bid is conditional, amongst others, upon-
 - 2.2.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which HWSETA is prepared to enter into a contract with the successful Bidder.

2.2.2 The bidder submitting the General conditions of Contract to the HWSETA together with its bid, duly signed by an authorised representative of the bidder.

3. ADDITIONAL INFORMATION REQUIREMENTS

3.1 During 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.

4. CONFIDENTIALITY

- 4.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 4.2 All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding the HWSETA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the HWSETA.

5. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

- 5.1 Copyright of all customised/developed documentation relating to this contract belongs to the HWSETA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the HWSETA.
- 5.2 All the intellectual property rights arising from the execution of this Agreement relating to any customisation/development for the HWSETA, shall vest in HWSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training and the Service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.
- 5.3 In the event that the service provider would like to use information or data generated by the service, prior written permission must be obtained from HWSETA.
- 5.4 HWSETA shall own all materials produced by the Service provider during the course of, or as part of the service including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts and other information whether capable of being copyrighted or not ("IP") which IP HWSETA shall be entitled to freely cede and assign to the Department of Higher Education and Training.
- 5.5 The Service provider assigns all IP rights in respect of all materials referred to in clause 5.4 to HWSETA or the Department of Higher Education and Training, as HWSETA directs. No other document needs to be executed to give effect to this cession, assignment or transfer.
- 5.6 The Service provider hereby irrevocably cedes, assigns and transfers to HWSETA or the Department of Higher Education and Training, as HWSETA directs, all rights, title and interest in and to all IP (which includes, but is not limited to methodologies and products) connected with or applicable to the Services.
- 5.7 The Service provider acknowledges and agrees that:

- 5.7.1 Each provision of this clause is separate, and separately enforceable from any other provisions of this agreement.
- 5.7.2 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement; and
- 5.7.3 This contract contains various *stipulatio alteri* in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this Agreement, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.
- 5.8 Clause 5.7.3 shall survive termination of this agreement.

6. PAYMENTS

- 6.1 HWSETA will pay the Service provider the Fee as set out in the final contract. No additional amounts will be payable by HWSETA to the Service provider. The Service provider shall from time to time during the currency of the contract invoice HWSETA for services. No payment will be made to the Service provider unless an invoice complying with section 20 VAT Act No 89 of 1991 has been submitted to the HWSETA.
- 6.2 Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).
- 6.3 The Service provider 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.

7. NON-COMPLIANCE WITH DELIVERY TERMS

- 7.1 As soon as it becomes known to the Service Provider that he will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, the HWSETA must be given immediate written notice to this effect. The HWSETA reserves the right to cancel the contract immediately.
- 7.2 The HWSETA reserves the right to cancel the contract on non-performance of the service provider.
- 7.3 The HWSETA reserves the right to cancel the contract should the service provider have in any form misrepresented themselves in the bid, whether fraudulently or otherwise.

8. WARRANTS

- 8.1 The Service Provider warrants that it can conclude this Agreement to the satisfaction of the HWSETA.
- 8.2 The Service Provider warrants that it has the necessary skill and capacity to deliver in terms of the TOR and the deliverables as envisaged in this document.

9. PARTIES NOT AFFECTED BY WAIVER OR BREACHES

- 9.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract 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.
- 9.2 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 contract 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.

10. RETENTION

No agreement to amend or vary a contract, an order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary has been reduced to writing and signed by the contracting parties.

11. SUBMITTING BIDS

11.1 An original plus six copies of the bid, i.e. seven documents in total should be placed in the tender box in the reception area of the HWSETA. Note that all pages must be clearly numbered in sequential order. It is the responsibility of the bidder to ensure that all pages are included in all copies delivered to the HWSETA.

HWSETA

Head Office 17 Bradford Road, Bedfordview, 2047

NB: Bidders are to indicate on the cover of each document whether it is the original or a copy

- 11.2 Bids should be submitted in a sealed envelope, marked with:
 - ☐ Bid number: HWSETA0013/2021
 - ☐ Closing date and time :06 November 2020 @ 11h00
- 11.3 Documents submitted on time by bidders shall not be returned.
- 11.4 Unsealed tender documents shall not be returned.

12. LATE BIDS

12.1 Late Bids will not be considered under any circumstance.

Once the box has been officially sealed at 11H00 on the closing date, any subsequent bids are considered late.

13. CLARIFICATIONS

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 (facsimile or e-mail) to Ntombizodwa Motloung by 16 October 2020. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted.

14. COUNTER CONDITIONS

Bidders attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders or qualifying any bid conditions will result in the invalidation of such bids

15. FORMAT OF BIDS

15.1 Bidders must complete the necessary bid document. The bid document comprises of the following:

Bidders are advised that their proposal should be concise, written in plain English and simply presented.

- Part 1: Invitation to Bid (must be completed and signed)
- Part 2: SARS Tax Clearance Certificate(s) (a valid and original must be submitted)
- Part 3: Declaration of interest (completed fully and signed, shareholders certified ID copies be submitted)
- Part 4: Declaration of bidder's past Supply Chain Management practices (completed and signed)
- Part: 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017(completed and signed)
- Part 6: Pricing schedule (be detailed)
- Part 7: Certificate of independent bid determination (completed and signed)
- Part 8 Proof of registration as a Service Provider on the National Treasury Central Supplier Database. Please supply your Service Provider number. (submitted)
- Part 9 Proof of CIPC registration (submitted)

15.2 Part 1: Invitation to Bid

Bidders must complete and submit the "Invitation to Bid" document and sign it where specified.

15.3 Part 2: SARS Tax Clearance Certificate (to be obtained from SARS)

An <u>original</u> valid SARS Tax Clearance Certificate must accompany Service Provider's proposal. In case of a consortium/ joint venture, or where sub-Service providers are utilised, an <u>original</u> valid SARS Tax Clearance Certificate for each consortium/ joint venture member <u>and/or sub-contractor</u> (individual) <u>must</u> be submitted. No tender shall be awarded to a bidder who is not tax compliant. HWSETA reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

15.4 Part 3: Declaration of Interest (Annexure C)

15.4.1 Each party to the bid must complete and submit the Declaration of Interest and sign it.

The bidder must submit copies of identity documents of directors or shareholders of the company who will be responsible for the project with the bid documents at the closing date and time of the bid, and failure to do so will result in your bid not been considered.

The HWSETA prohibits an award to the following persons:

- 1. Persons who are in the service of the State.
- To a natural person, of which any Director, Manager, Principal stakeholder or stakeholder is a person in the service of the State or who is an advisor or consultant contracted with the HWSETA
- 15.4.2 Bidders providing false or fraudulent information of documentation shall subject themselves to immediate disqualification

15.5 Part 4: Declaration of bidder's past Supply Chain Management practices (Annexure D)

Each party to the bid must complete and submit the Declaration of Interest and sign it.

15.6 Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases) (Annexure E)

- 15.6.1 Bidders must complete and submit the Preference Points Claim Form (Purchases).
- 15.6.2 for a consortium or joint venture:
 - ☐ Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Purchases).
 - ☐ In the case of a consortium/joint venture/sub-contractor, item 9.9 of the Claim Form should only be completed once for the whole consortium/joint venture.

15.7 Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Promotion of Small Businesses) (Annexure F)

- 15.7.1 Bidders must complete and submit the Preference Points Claim Form (Promotion of Small Businesses) and sign it.
- 15.7.2 For a consortium or joint venture:
- ☐ Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Promotion of Small Businesses).

15.8 VAT

☐ Value Added Tax must be included and shown separately.

The pricing schedule included in the bid document must be completed in full. The bidder may attach any other document to further compliment the pricing schedule.

16. PRESENTATIONS

HWSETA reserves the right to invite bidders to make presentations before the award of the bid.

17. NEGOTIATION

- 16.1 HWSETA has the right to enter into negotiations with a prospective Service provider regarding any terms and conditions, including price(s), of a proposed contract.
- 16.2 HWSETA shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 16.3 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 signed by the designated responsible person of both parties. The designated person of HWSETA is Ms E Brass (or her written authorised delegate) who is duly authorised to represent the HWSETA.

18. REASONS FOR REJECTION

HWSETA shall reject a proposal for the award of a contract if the following circumstances exist:

- 18.1 If that bidder, or any of its directors:
 - 18.1.1 Have abused the Supply Chain Management system of HWSETA or any other organisation at any time.
 - 18.1.2 Have committed proven fraud or any other improper conduct in relation to such system.
 - 18.1.3 Have failed to perform on any previous contract and the proof exists.
 - 18.1.4 Have in any form misrepresented themselves in the bid, whether fraudulently or otherwise.

Such actions shall be communicated to the National Treasury.

- 18.2 If the bid documentation is not signed by the bidder.
- 18.3 If the required information in the forms supplied in this document is not complete.
- 18.4 If the bidder has not produced an original valid tax clearance certificate.

- 18.5 If the bidder fails to provide detailed costing as required in the pricing schedule.
- 18.6 If the bidder is prohibited from being awarded a tender in terms of paragraph 14.4.1
- 18.7 If the bidder is not registered on the National Treasury Central Supplier Database.

Note that the list above is not exhaustive, and the HWSETA reserves the right to reject bids for other reasons. HWSETA reserves the right not to adjudicate a bid.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) HEAD OFFICE FOR A PERIOD OF FIVE (5) YEARS

SECTION 1: INTRODUCTION AND BACKGROUND

The HWSETA is a statutory entity established in March 2000. The HWSETA is responsible
for the education, training and skills development requirements of the health, social
development and veterinary sectors.

The HWSETA exists to achieve the following within the sector:

- a) Develop and implement the Sector Skills Plan.
- b) Skills development planning, programmes and initiatives.
- c) Monitoring of education and training.
- d) Identification of workplaces for practical work experience.
- e) Support and facilitate the development of the National Skills Development Strategy.
- f) Disbursement of levies collected.
- g) Forge links with all stakeholders and relevant bodies.
- h) Account for the effective and efficient use of public monies in line with the provisions of the Public Finance Management Act.
- i) Promotion of the employment of disabled persons.
- The HWSETA invites suitably qualified bidders to provide office space for the HWSETA Head Office.
- 3. The office space should be available for beneficial occupation from 01 April 2021 up until 31 March 2026.

4. The office space must be located in a safe and secure, premier business environment in, or, in close proximity to the Bedfordview, Bruma or Greenstone area.

SECTION 2: EVALUATION CRITERIA

Bid responses will be evaluated in accordance with the following criteria:

Phase 1: Technical and Functional Requirements

Bid responses that do not achieve the minimum score of 80 points out of 100 under Technical and Functional Requirements will not be considered for further evaluation in Phase 2: Site Evaluation/Inspection.

Phase 2: Site Evaluation/Inspection

In Phase 2: Site Evaluation/Inspection, bidders are required to achieve the minimum score of 80 points out of 100 to qualify for evaluation in Phase 3: Price and Broad-Based Black Economic Empowerment (B-BBEE).

Phase 3: Price and B-BBEE

All proposals submitted will be evaluated in accordance with the 90/10 principle, in line with the Preferential Procurement Policy Framework Act (PPPFA) Regulations of 2017.

SECTION 3: PHASE 1 - TECHNICAL AND FUNCTIONAL REQUIREMENTS

DURATION OF AGREEMENT (LEASE PERIOD) 01 April 2021 up until 31 March 2026. **LOCATION** The office space must be located in a safe and secure, premier business environment in, or, in close proximity to the Bedfordview, Bruma or Greenstone area. 3. **BUILDING REQUIREMENTS** a) Office space between 3300m² and 3500m² Gross Lettable Area (GLA). b) P or A grade office building. The South African Property Owners Association (SAPOA) description of the different office grades are: "P-Grade (Prime Grade): Top quality, modern space. Features includes a high level of security that is both manned and electronic. The latest generation of building services, ample parking, and a prestigious lobby finish. Should be a minimum four-star Green Certified building." "A-Grade: High quality buildings that are not older than 15 years, professionally managed, well located and providing good access. Features include high quality modern finishes, air conditioning and adequate on-site parking." "B-Grade: Generally, older buildings. Accommodation and finishes are close to modern standards due to refurbishments and occasional renovation. It is air-conditioned and has on-site dedicated parking bays." c) The proposed office space must be in an existing building (complete built structure). d) The office space must be on consecutive floors from ground floor up (if the office space spans more than one floor).

- e) No other tenants within or in-between the proposed floor space.
- f) Tenants in building:
- The current tenants of the proposed building will be evaluated by determining if the nature of their business is conducive to the HWSETA operations and shall be deemed acceptable by the HWSETA in its sole and absolute discretion. To support this evaluation, the bidder is required to submit the names of the current tenants together with a detailed description of the nature of the respective tenants' business/es.
- g) Minimum one fully fitted kitchen on each floor (if rental space spans more than one floor). Each kitchen to include built in cabinets, a kitchen sink with hot and cold-water supply, a microwave, an oven, dishwasher, fridge and freezer.
- h) Toilet facilities that cater for:
- Separate Male (minimum quantity of 5), Female (minimum quantity of 5) and a
 disability friendly toilet (minimum quantity of 1) on each floor (if rental space spans
 more than one floor).
- i) Document storage/Archive facility of approximately 300m² (a unit of the total floor space) that is located on the ground floor, suitable for the safekeeping of paper documents, with an early smoke detection and fire alarm system. The storage room to include an appropriately sized air conditioner, and, have its own light switch.
- i) Server Room:
 - Not less than 3.5m x 5m.
 - Brick walled.
 - Fireproof door.
 - Server room "specific air conditioner" and a backup air conditioner, where both air conditioners are connected to an alternate energy source / or generator.
 - Has an early smoke detection and fire suppression system.
 - Electrical and alternate energy source / or generator calibration.
 - Distribution board (DB) installation.
 - Relevant cabling in the server room.

- Alternate energy source or Generator connected to the Uninterruptible Power Supply (UPS) and then to the server room.
- Fire extinguisher mounted outside the server room door.
- Server room evacuation plan is part of the building evacuation plan.
- Red plugs linked to the generator and white plugs for other electrical equipment.
- Routing and core drilling for cables were applicable.
- Written permission to install Microwave Links (Dish) on rooftops, optical Fibre installations and Wireless Links.
- An approved electrical layout and floor plans.
- k) A functional elevator to cater for the movement of goods, persons and disabled persons between floors (in a multi-storey building).
- A designated smoking area for tenants, which complies with the Tobacco Products Control Act No. 83 of 1993 as amended.

4. PARKING REQUIREMENTS

- a) Minimum eighty-five (85) on-site dedicated parking bays available as either basement or undercover parking. These must be available in accordance with municipal by-laws with the bidder providing clearly demarcated parking bays for physically disabled persons.
- b) The parking area must meet the following criteria:
 - Access controlled parking area.
 - Digital camera surveillance and recording over the allocated parking area.

5. SECURITY

- a) 24-hour physical security and digital camera surveillance and recording system at entry and exit points onto the property and into the building.
- b) Access Control system at building entry and exit points.
- c) The building must be a weapon-free zone.

6. BUSINESS CONTINUITY PLAN

ELECTRICITY OUTAGE

- a) An alternate energy source/or generator is required for electrical/power disruption.
- b) The bidder to provide a comprehensive Business Continuity Plan (BCP), including but not limited to natural disasters and electrical/power disruption. The BCP must include information on:
 - Connectivity of the alternate energy source/or generator to key indoor and outdoor lighting and emergency lighting, IT infrastructure and office equipment to allow for business continuity.
 - The layout and quantity of red plugs linked to the alternate energy source/or generator and white plugs for other electrical equipment.
 - The ability of the alternate energy source/or generator to service the electrical infrastructure.
 - Safety and security aspects.
 - Testing and maintenance schedule.
 - The quantity and safe location of flammable materials.
 - The plan to mitigate long-term impacts on tenant operations during extended outages.
 - Occupational Health and Safety considerations for the elevators, walkways and exit routes.

7. MAINTENANCE (The property owner/bidder is responsible for all maintenance costs)

Air-conditioning - The property owner is responsible for the installation, maintenance and servicing of the Heating, Ventilation and Air Conditioning (HVAC) system.

NOTE: The air conditioning system must be fully decentralised on completion of the fit out.

Alternate energy source/or generator - The property owner is responsible for the alternate energy source/or generator repairs, maintenance and operating costs.

Kitchen Area - The property owner is responsible for repairs and maintenance to the kitchen fixtures and fittings.

Security and access control systems and measures – The property owner is responsible for

the maintenance of all security and access control systems and measures.

8. DOCUMENTS / INFORMATION

The bidder is required to provide the following documents / information when submitting their bid. This documents / information will form the basis of a first level check:

- a) Electrical Compliance Certificate.
- b) Professional engineer's structural stability certificate.
- c) Proof of Elevator Maintenance Contract.
- d) Proof of Air Conditioner Maintenance Contract.
- e) The HWSETA requires that the property owner appoint at his/her cost a professional team to render the internal fit out of the premises. Details of the appointed professional team for the project must be provided as part of the technical information required in this bid document. The said professional team will be responsible for, among others:
 - Layout designs and detailed spatial planning.
 - Core drilling for network cables where required.
 - Installation of HVAC systems.
 - Securing the necessary municipal approvals.
 - Ensuring that the fit-out of the premises is compliant with all South African Statutory Regulations and Acts.
 - Ensuring that the specific fit-out requirements is to the satisfaction of the HWSETA.
 - Provide a complete turnkey solution.
- f) A copy of the title deed to prove ownership of the property by the bidder as per the bidder's registered name.
- g) If the bidder is an agent, a formal Power of Attorney or Letter of Authority, signed by the property owner, must be submitted.

8. PRICING SCHEDULE

The bidder must provide detailed costing as guided by Annexure A: Pricing Schedule.

SECTION 4: PHASE 1 - TECHNICAL AND FUNCTIONAL EVALUATION CHECKLIST

Evaluation criteria: Bid responses that do not achieve the minimum score of 80 points out of 100 under Technical and Functional Requirements will not be considered for further evaluation in Phase 2: Site Evaluation/Inspection.

Technical and Functional Requirements	Compliance	Comments by bidder	Indicate Page in the bid
1. Duration of Agreement (Lease Period)			
01 April 2021 up until 31 March 2026.	Non-compliance =		
	Bid will not be		
	considered.		
2. Location			
The office space must be located in a safe and	Non-compliance =		
secure, premier business environment in, or, in	Bid will not be		
close proximity to the Bedfordview, Bruma or	considered.		
Greenstone area.			
3. Building Requirements			
Office space between 3300m² and 3500m² (GLA)	Non-compliance =		
	Bid will not be		
	considered.		
The proposed office space is in an existing	Non-compliance =		
building that is a complete built structure.	Bid will not be		
	considered.		
Tenants in building:	Non-compliance		
The current tenants of the proposed building will	of current tenants		
be evaluated by determining if the nature of their	= Bid will not be		
business is conducive to the HWSETA	considered.		
operations and shall be deemed acceptable by			

the HWSETA in its sole and absolute discretion.		
The bidder has submitted the names of the		
current tenants together with a detailed		
description of the nature of the respective		
tenants' business/es.		
Minimum one fully fitted kitchen on each floor (if	Non-compliance =	
rental space spans more than one floor). Each	Bid will not be	
kitchen to include built in cabinets, a kitchen sink	considered.	
with hot and cold-water supply, a microwave, an		
oven, dishwasher, fridge and freezer.		
Toilet facilities that cater for:	Non-compliance =	
• Separate Male (minimum quantity of 5),	Bid will not be	
Female (minimum quantity of 5) and a	considered.	
disability friendly toilet (minimum quantity of		
1) on each floor (if rental space spans more		
than one floor).		
A functional elevator to cater for the movement of	Non-compliance =	
goods, persons and disabled persons between	Bid will not be	
floors (in a multi-storey building).	considered.	
, , ,		
Office space is on consecutive floors from ground	Non-compliance =	
floor up (if the office space spans more than one	Bid will not be	
floor).	considered.	
P grade office building (proof from a qualified		
organisation is submitted) = 20 points		
A grade office building (proof from a qualified		
organisation is submitted) = 18 points		
a Decument storage/Archive facility of		
Document storage/Archive facility of approximately 200m² (a unit of the total floor).		
approximately 300m² (a unit of the total floor		

	space) that is located on the ground floor,	
	suitable for the safekeeping of paper	
	documents with an early smoke detection	
	and fire alarm system. The storage room	
	includes an appropriately sized air	
	conditioner and has its own light switch = 10	
	points	
•	Document storage/Archive facility of	
	approximately 300m² (a unit of the total floor	
	space) that is located on the ground floor,	
	suitable for the safekeeping of paper	
	documents with an appropriately sized air	
	conditioner and its own light switch. There is	
	NO early smoke detection and fire alarm	
	system, however, the bidder has provided a	
	written commitment to install an early smoke	
	detection and fire alarm system = 8 points	
Se	rver Room:	
0	Not less than 3.5m x 5m.	
0	Brick walled.	
0	Fireproof door.	
0	Server room "specific air conditioner" and a	
	backup air conditioner, where both air	
	conditioners are connected to an alternate	
	energy source / or generator.	
	Has an early smoke detection and fire	
0	suppression system.	
	συμρι σοσιστι συσιστι.	

generator calibration. Distribution board (DB) installation. Relevant cabling in the server room. Alternate energy source or Generator connected to the Uninterruptible Power Supply (UPS) and then to the server room. Fire extinguisher mounted outside the server room door. Server room evacuation plan is part of the building evacuation plan. Red plugs linked to the generator and white plugs for other electrical equipment. Routing and core drilling for cables were applicable. Written permission to install Microwave Links (Dish) on rooftops, optical Fibre installations and Wireless Links. An approved electrical layout and floor plans. Compliance with all of the above = 16 points If there is no existing server room facility or if the existing server room does not meet with the above minimum requirements, however, there is a written "commitment" by the bidder to construct the server room as specified

Electrical and alternate energy source / or

above = 10 points		
A designated smoking area for tenants, which		
complies with the Tobacco Products Control		
Act No. 83 of 1993 as amended = 6 points		
NO designated smoking area for tenants,		
however, the bidder has provided a written		
commitment to designate a smoking area		
that is compliant with the Tobacco Products		
Control Act No. 83 of 1993 as amended = 4		
points		
4. Parking		
Minimum eighty-five (85) on-site dedicated	Non-compliance =	
parking bays available as either basement or	Bid will not be	
undercover parking. These must be available in	considered.	
accordance with municipal by-laws with the		
bidder providing clearly demarcated parking bays		
for physically disabled persons.		
Access controlled parking area available.	Non-compliance =	
	Bid will not be	
	considered.	
Digital camera surveillance and recording		
over the allocated parking area = 10 points		
NO digital camera surveillance and recording		
over the allocated parking area, however, the		
bidder has provided a written commitment to		
install a digital camera surveillance and		

	recording system over the allocated parking		
	<u>area</u> = 8 points		
5.	Security		
•	24-hour physical security and digital camera		
	surveillance and recording system at entry		
	and exit points onto the property and into the		
	building = 10 points		
	NO 24-hour physical security and NO digital		
	camera surveillance and recording system at		
	entry and exit points onto the property and		
	into the building, however, the bidder has		
	provided a written commitment to install as a		
	minimum a digital camera surveillance and		
	recording system at entry and exit points onto		
	the property and into the building = 8 points		
•	Access Control system at building entry and		
	exit points = 10 points		
•	NO Access Control system at building entry		
	and exit points, however, the bidder has		
	provided a written commitment to install an		
	Access Control system at building entry and		
	exit points = 8 points		
6.	Business Continuity Plan (BCP)		
Ele	ectricity Outage		
•	An alternate energy source/or generator is in		
	place with the necessary infrastructure and		
	capacity to support business continuity for		

the proposed office space, and, a comprehensive BCP plan has been submitted = 18 points		
NO alternate energy source/or generator in place, however, the bidder has provided a written commitment to supply and install an alternate energy source/or generator. The bidder has also submitted a comprehensive BCP plan that meets the approval of the HWSETA = 16 points		
NO alternate energy source/or generator in place, and NO comprehensive BCP plan submitted = 0		
7. MAINTENANCE (The property owner/bidder is responsible for all maintenance costs)		
Air-conditioning - The bidder has provided a written commitment to install, maintain and service the fully decentralised HVAC system.	Non-compliance = Bid will not be considered.	
Alternate energy source/or generator - The bidder has provided a written commitment to bear responsibility for the alternate energy source/or generator repairs, maintenance and operating costs.		
Kitchen Area - The bidder has provided a written commitment to repair and maintain the kitchen fixtures and fittings. Security and access control systems and		
measures - The bidder has provided a written		

CO	mmitment to maintain all security and access		
control systems and measures.			
8. DOCUMENTS / INFORMATION			
Th	e bidder has provided the following documents	Non-compliance =	
/ ir	formation:	Bid will not be	
a)	Electrical Compliance Certificate.	considered.	
b)	Professional engineer's structural stability		
	certificate.		
c)	Proof of Elevator Maintenance Contract.		
d)	Proof of Air Conditioner Maintenance		
	Contract.		
e)	The bidder has submitted a written		
	agreement to appoint at his/her cost a		
	professional team to render the internal fit out		
	of the premises. (The cost forms part of the		
	Tenant Installation Allowance). Details of the		
appointed professional team for the project			
	has been provided.		
Th	e professional team is responsible for:		
0	Layout designs and detailed spatial planning.		
0	Core drilling for network cables where		
	required.		
0	Installation of HVAC systems.		
0	Securing the necessary municipal approvals.		
0	Ensuring that the fit-out of the premises is		
	compliant with all South African Statutory		
Regulations and Acts.			
0	Ensuring that the specific fit-out requirements		
	is to the satisfaction of the HWSETA.		
0	Providing a complete turnkey solution.		

_			
f) g)	A copy of the title deed to prove ownership of the property by the bidder as per the bidder's registered name. If the bidder is an agent, a formal Power of Attorney or Letter of Authority, signed by the property owner, has been submitted.		
9.	Pricing Schedule		
Annexure A submitted.		Non-compliance =	
		Bid will not be	
		considered.	
Po	oints required to qualify for evaluation in	80	
Pł	nase 2: Site Evaluation/Inspection.		
	tal points for Technical and Functional aluation.	100	

SECTION 5: PHASE 2 - SITE EVALUATION / INSPECTION

Evaluation criteria: Bidders are required to achieve the minimum score of 80 points out of 100 to qualify for evaluation in Phase 3: Price and Broad-Based Black Economic Empowerment (B-BBEE).

The proposed building, its current tenants, its surrounding environment and locality must be conducive for the HWSETA operations and shall be deemed acceptable by the HWSETA in its sole and absolute discretion, guided by the below criteria:

1. BUILDING AND	•	Prestigious exterior finishes = 7 points	Maximum = 25 points
FINISHES	•	Prestigious interior finishes in:	
		Main lobby = 6 points	

	•	Surrounding properties are of a professional	Maximum = 20
		image = 8 points	points
	•	There is minimal environmental noise = 12	
		points	
4. HEALTH AND SAFETY	•	Accommodation for disabled persons:	Maximum = 25 points
4. REALIN AND SAFETT	•	 Disability friendly parking bay/s clearly demarcated and available = 4 points Disability friendly toilet/s clearly demarcated and available = 4 points Adequate disability signage = 4 points Plenty natural light available without much aid needed from artificial lighting = 7 points No visible defects on roofs, ceilings, walls and flooring = 6 points Accommodation for disabled persons: Disability friendly parking bay/s available = 4 points Disability friendly toilet/s available = 4 points Additional disability signage required = 2 points 	Maximum = 20 points
	•	There is a good balance between natural light and artificial lighting = 5 points	
		Minor visible defects on either the roof,	
		ceiling, wall or flooring = 5 points	
Points required to qualify for evaluation in Phase 3: Price and B-BBEE.		80	
Total points for Site Evalua			100

SECTION 6: PHASE 3: PRICE AND B-BBEE EVALUATION

All proposals will be evaluated in accordance with the 90/10 principle, in line with the Preferential Procurement Policy Framework Act (PPPFA) Regulations of 2017, where 90 points is allocated for Price and 10 for preferential procurement B-BBBEE level of contribution.

Points allocated for price	90
Points allocated for B-BBEE	10
Total for Price and B-BBEE	100

17. GENERAL REQUIREMENT

17.1 Company Profile

The following information is required to follow the preferential procurement practices of the HWSETA.

Profile of the Bidder

Include in the bid:

- B-BBEE status (documented proof)
- Company registration
- Corporate profile
- References
- CIPRO certificate of ownership
- Registration on the National Treasury Central Supplier Database

17.2 Tax Clearance

A valid tax clearance certificate from the South African Revenue Service is required. Failure to present a valid tax clearance certificate/s with the bid will invalidate the bid.

Failure to provide detailed costing may result in your bid being invalidated.

17.3 Contact Person and Delivery Address for Bids

Having duly read the specification invalidated for consideration:	ns and noting the requirements which can lead to my/our bid being
I/We meeting all the requirements specif having the full authority to do so by	declare that we can provide a fully comprehensive service, ied by the Health and Welfare Sector Education and Training Authority the titleholder.
Signed:	
Name:	Designation:
Data	

1. EVALUATION PROCESS

1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS

- 1.1.1 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.
- 1.1.2 The evaluators will evaluate the bids received against the evaluation criteria stipulated in the tender document
- 1.1.3 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion.
- 1.1.4 The scores will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 80% for functionality will be evaluated and scored in terms of pricing and B-BBEE
- 1.1.5 Any proposal not meeting a minimum score of 80% will be disqualified.

1.2 PRICE AND PREFERENCE POINTS

In terms of Regulation 5 of the Preferential Regulations pertaining to the Preferential Procurement Policy Framework Act 2000 (Act 5 of 2000) Preferential Procurement Regulations, 2017 responsive bids will be adjudicated by the state on the 80/20 preference point for Broad Based Black Economic Empowerment.

All remaining bids, after evaluation on functionality, will be evaluated as follows:

- 1.2.1 80 Points will be awarded for price, and 20 Points will be awarded for BBBEE.
- 1.2.2 The bids will be evaluated on functionality separately first. Bids scoring less than 80% on functionality will not be considered further in the evaluation and will be disqualified. The remaining successful bidders will be evaluated on the 80/20 preference points system.

1.3 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY

- 1.3 1 the evaluation criteria and weights for functionality as indicated in the table in the Evaluation criteria table will apply.
- 1.3.2 The percentage scored for functionality should be calculated as follows:
- 1.3.3 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 Points scored for the various criteria. These Points should be added to obtain the score for functionality. Paragraph 1.2.3 above will then apply. The following formula should then be used to convert the total score to a percentage for functionality:

$$Ps = \frac{So}{Ms} X Ap$$

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.

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

Bids that score less than 80% for functionality will be eliminated from further consideration.

1.5 DETERMINATION OF PERCENTAGE FOR PRICE

- 1.5.1 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.
- 1.5.2 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 based on the following formula:

$$Ps = \frac{P\min}{Pt} X Ap$$

Where

Ps = percentage scored for price by bid/proposal under consideration

Pmin = lowest acceptable bid/proposal

Pt = price of bid/proposal under consideration

AP = percentage allocated for price

1.6 CALCULATION OF POINTS FOR PRICE

1.6.1 The points scored out of 80 shall be calculated according to the following formula

1.6.2 The 80/20 preference point system

$$Ps = 80(1 - \frac{Hs - Rs}{Rs})$$

Where

Ps = points scored for price of the bid/proposal under consideration

Hs = highest percentage scored by any acceptable bidder for functionality and price

Rs = percentage scored for price by bid/proposal under consideration.

1.7 AWARDING OF POINTS FOR PREFERENCES/GOALS

In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution. Points claimed in respect of B-BBEE Status Level of contribution must be in accordance with the table reflected in paragraph below 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 any other body authorized by the Minister to undertake accreditation of verification agencies. Points for any specific goals will be awarded according to the formula (e) indicated in the preference points claim form(s).

LEVEL	POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or Registered Auditor approved by IRBA or any other body authorized by the Minister to undertake accreditation of verification agencies do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issued EMEs with B-BBEE status Level Certificate.

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 submit 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.

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.

Bids will not be disqualified from bidding process if the bidder did not submit a certification substantiating the B-BBEE status level of contribution.

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non- compliant service provider.

Bidders are requested to complete the preference claim form in order to claim preference points

Only bidders who has completed and signed the declaration part of the preference claim will be considered for B-BBEE status

1.8 COMBINING PRICE AND PREFERENCE POINTS

- 1.8.1 The points scored by a bidder in respect of the points indicated above will be added to the point scored for price The Preference Points for each bid will now be added to the price mark for that bid (see 1.6.2).
 In the event that two or more bids have scored equal total points, the contract will be awarded to the highest number of points for BBBEE status.
 Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- 1.8.2 The Bid 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.

1.9 ADJUDICATION OF BID

The Board will consider the recommendations of the Tender Committee/Adjudication Committee 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.

2. EVALUATION CRITERIA

1.1 All bids will first be evaluated on the functionality criterion in Section 2 Phase 1 and Phase 2 of the terms of reference:

Bids scoring less than 80% on functionality will not be considered further in the evaluation and will be disregarded. The remaining successful bidders will be evaluated on the 80/20 preference points system.

ANNEXURE A: PRICING SCHEDULE

The bidder is required to price on the following, in Rand	value were applicable, (as per the proposed Lease Agreement):
TOTAL RENTAL SPACE (GLA):	_ m² (square metre)
ESCALATION PER ANNUM:	_ % (percentage)
COST PER PARKING BAY:	_ (including VAT)
TENANT INSTALLATION ALLOWANCE:	
ESTIMATED OPERATING COST FOR: ELECTRICITY	
WATER	
SEWAGE	
REFUSE	

YEAR 1	NET COST	VAT@15%	TOTAL COST
FLOOR RENTAL			
PARKING RENTAL			
OPERATING COST			
RATES AND TAXES			
OTHER COST			

YEAR 2	NET COST	VAT@15%	TOTAL COST
FLOOR RENTAL			
PARKING RENTAL			
OPERATING COST			
RATES AND TAXES			
OTHER COST			

YEAR 3	NET COST	VAT@15%	TOTAL COST
FLOOR RENTAL			
PARKING RENTAL			
OPERATING COST			
RATES AND TAXES			
OTHER COST			

YEAR 4	NET COST	VAT@15%	TOTAL COST
FLOOR RENTAL			
PARKING RENTAL			
OPERATING COST			
RATES AND TAXES			

OTHER COST		

YEAR 5	NET COST	VAT@15%	TOTAL COST
FLOOR RENTAL			
PARKING RENTAL			
OPERATING COST			
RATES AND TAXES			
OTHER COST			

TOTAL NET COST	VAT@15%	TOTAL COST (5 YEARS)