

REQUEST FOR BID – PART A

SUPPLIER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE FOR A PERIOD OF FIVE (5) YEARS.

CONTRACT NUMBER	HWSETA004/2025	
CLOSING DATE	28 October 2024	
CLOSING TIME	11h00 AM	
LOCATION	HWSETA OFFICES	
COMPULSORY BRIEFING SESSION	MS OFFICE TEAMS	
DATE	18 October 2024	
TIME	10h00 AM	

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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SBD 1	Refer to pages 6 & 7 of this RFB	

ABBREVIATIONS - ACRONYM

ABBREVIATIONS	MEANING
B-BBEE	Broad Based Black Economic Empowerment
CAE	Chief Audit Executive
CIPC	Companies and Intellectual Property Commission
CIPRO	Companies and Intellectual property Registration office
CSD	Central Supplier Database
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprises
GCC	General conditions of contract
IATA	International Air Transport Association
IIA	Institute of Independent Auditors
IP	Intellectual Property
PPPFA	Preferential Procurement Policy Framework Act
QSE	Qualifying Small Enterprise
RSA	Republic of South Africa
SANAS	South African National Accreditation System
SARS	South African Revenue Services
TSC	Tax Status Compliance
TVET	Technical, Vocational, Education and Training

INVITATION TO BID

SUPPLIER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE FOR A PERIOD OF FIVE (5) YEARS.

BID NUMBER: HWSETA004/2025

CLOSING DATE AND TIME: 28 October 2024 @ 11h00

DESCRIPTION: Supplier to provide office space for the health and Welfare Sector Education and Training Authority (HWSETA) Gauteng Provincial office for a period of five (5) years.

VALIDITY: Offer To Be Valid For 180 Days From The Closing date of the bid.

The successful bidder will be required to fill in and sign a written contract.

BID DOCUMENT may either be placed in the tender box OR couriered to the below address on or before the closing date.

**HWSETA Gauteng Provincial Office,
676 Gallagher, The link, building
A Halfway House
Midrand
1685**

Bid documents will only be considered if received by the **HWSETA** before the closing date and time, regardless of the method used to send or deliver such documents to the **HWSETA**.

No faxed or e-mailed bids will be accepted

Bidders should ensure that bids are delivered before the closing date and time to the correct address. If the bid is late, it will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

<input type="checkbox"/>	Bids can be delivered between 09:00 and 15:00, Mondays to Fridays, prior to the closing date, and between 09:00 and 11:00 on the closing date.	
<input type="checkbox"/>	All bids must be submitted on the official forms (not to be re-typed)	
<input type="checkbox"/>	All bids must be sealed.	
<input type="checkbox"/>	This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.	
<input type="checkbox"/>	This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.	
<input type="checkbox"/>	Bids submitted that do not comply with the following may not be considered for evaluation: <ul style="list-style-type: none"> <input type="checkbox"/> A bid that is not in the format prescribed <input type="checkbox"/> A bid that is not sealed <input type="checkbox"/> A bid without all mandatory required documents. <input type="checkbox"/> Pricing schedules not in the required format. 	
<input type="checkbox"/>	Shortlisted bidders might be invited to make a presentation to the HWSETA Audit & Risk Committee before a final decision is made to award. The presentation will either be virtual via TEAMS or physically at the HWSETA Head Office situated at 17 Bradford Road, Bedfordview.	

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

Name & Surname	Ntombizodwa Motloun	
Or Email Address	<u>tenders@hwseta.org.za</u>	

PART A INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HWSETA004-2025	CLOSING DATE:		CLOSING TIME:	11H00
DESCRIPTION	SUPPLIER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE FOR THE PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
HWSETA GAUTENG PROVINCIAL OFFICE, 676 GALLAGHER, THE LINK, BUILDING, A HALFWAY HOUSE, MIDRAND, 1685					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NTOMBIZODWA MOTLOUNG		CONTACT PERSON	SHALENDRA BALLASUR	
TELEPHONE NUMBER	(011) 607 6907		TELEPHONE NUMBER	(011) 607 6900	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	TENDERS@HWSETA.ORG.ZA		E-MAIL ADDRESS	SHALENDRAB@HWSETA.ORG.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013
("POPIA")**

For the Health and Welfare Sector Education and Training Authority ("HWSETA") to consider

- ☐ the bidder's response to the tender advertisement to become a service provider of the HWSETA, it will be necessary for the HWSETA to process certain personal information which the service provider may share with the HWSETA for the purpose of the bid, including personal information.

The HWSETA will process the Service Provider's Personal Information in accordance with its Privacy Policy. Access to your Personal Information and purpose specification: Personal Information will be processed by the HWSETA for purposes of assessing the service provider's submission in relation to the advertised tender and the purposes of assessing current services required by the HWSETA. We may also share the service provider's Personal Information with third parties within the Republic of South Africa, including to carry out verification and background checks. In this regard, the service provider acknowledges that the HWSETA's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent: By [ticking] "Yes" and signing below, you agree and voluntarily consent to the HWSETA's processing of your Personal Information for the purposes of evaluating your bid, including to confirm and verify any information provided in the submission and service provider gives HWSETA permission to do so. The service provider understands that it is free to withdraw its consent on written notice to HWSETA and the service provider agrees that the Personal Information may be disclosed by the HWSETA to third parties. Please note that if you withdraw your consent at any stage, we may be unable to process your bid submission.

Select your response	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Supplier Name			
Date	D	MM	YYYY
Signature			

SPECIAL CONDITIONS OF CONTRACT

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.

GENERAL CONDITIONS OF CONTRACT

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.
 - 2.2.3 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.

3. ADDITIONAL INFORMATION REQUIREMENTS

- 3.1 During evaluation of the bids, additional information may be requested in writing from bidders non mandatory Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, will 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.

5.7.3 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

5.7.4 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.

**676 GALLAGHER, THE LINK, BUILDING
A HALFWAY HOUSE
MIDRAND
1685**

NB: The bid document must clarify if a document is an original. If there is a discrepancy, the original will be regarded as the legally binding proposal.

11.2 Bids should be submitted in a sealed envelope, marked with:

- ☐ Bid number: HWSETA004/2025
- ☐ Closing date and time 28 October 2024 at 11h00

11.3 Documents submitted on time by bidders shall not be returned.

11.4 Unsealed tender documents shall not be accepted.

12. LATE BIDS

12.1 Late Bids will not be considered under any circumstance. Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

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 via e-mail to **Ntombizodwa Motloun** on the following address -tenders@hwseta.org.za until 21 October 2024

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.

FORMAT OF BID

15. FORMAT OF BIDS

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

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

- Part 1: HWSETA Invitation to Bid SBD 1(must be completed and signed)
- Part 2: SARS Tax Compliance Status PIN
- Part 3: Declaration of interest SBD4 (completed fully and signed)
- Part 4: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022(completed and signed)
- Part 5: Pricing schedule (be detailed)
- Part 6 Proof of registration as a Service Provider on the National Treasury Central Supplier Database (CSD).
(Supply a copy of a detailed CSD report with MAAA number)
- Part 7 Required evaluation criteria submission documents
- Part 8 General Condition of Contract to be submitted with the bid document

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 Pin (to be obtained from SARS)**

15.3.1 A valid SARS Tax status pin must accompany Service Provider's proposal. In case of a consortium/ joint venture, or where sub-Service providers are utilised, a valid SARS Tax status pin for each consortium/ joint venture member **and/or sub-contractor** (individual) **must** 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 in the event that 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.

Note: The HWSETA prohibits an award to the following persons:

1. Persons who are in the service of the State.
2. 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: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (Annexure D)**

15.5.1 Bidders must complete and submit the Preference Points Claim Form (Purchases).

15.5.2 for a consortium or joint venture:

- ☐ A consolidated B-BBEE certificate must be submitted

15.6 **PART 5: PRICING SCHEDULE**

- ☐ Value Added Tax must be included and shown separately.
- ☐ All bid prices must be inclusive of 15% value-Added Tax where applicable

The pricing schedule included in the bid document must be completed in full and submitted in Part 5. The bidder may attach any other document to further compliment the pricing schedule.

15.7 **PART 6: PROOF OF CSD REGISTRATION**

A detailed copy of the CSD report together with the MAAA number must be submitted in Part 6.

15.8 **PART 7: EVALUTION CRITERIA EVIDENCE**

All the supporting evaluation criteria supporting documents must be submitted under Part 7 of the proposal

15.9 **PART 8: GENERAL CONDITIONS OF CONTRACT**

The fully initialled (on each page) General Conditions of Contract must be submitted under Part 8 of the Proposal.

16. **PRESENTATIONS**

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

17. **NEGOTIATION**

- 17.1 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.
- 17.2 HWSETA shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 17.3 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 the CEO 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 bidder fails to provide detailed costing as required in the pricing schedule.

18.3 If the bidder is prohibited from being awarded a tender in terms of paragraph 15.4

18.4 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.

GENERAL REQUIREMENTS

20. GENERAL REQUIREMENT

20.1 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 certificate (documented proof)
- ☐ Company registration
- ☐ Corporate profile
- ☐ SBD4 form
- ☐ References
- ☐ CIPRO certificate of ownership
- ☐ Registration on the National Treasury Central Supplier Database (CSD)

20.2 Tax Compliance Status

A valid tax compliance status pin from the South African Revenue Service is required.

Bids received from the bidders with a non-compliant tax status may be disqualified with failure to update the Tax status within 7 days.

20.3 Contact Person and Delivery Address for Bids

Having duly read the specifications and noting the requirements which can lead to my/our bid being invalidated for consideration:

I/We _____
declare that we can provide a fully comprehensive service, meeting all the requirements specified by the Health and Welfare Sector Education and Training Authority having the full authority to do so by the titleholder.

Signatory

Name and Surname

Designation

Date

Signature

EVALUATION PROCESS

21 Evaluation Process

21.1 COMPLIANCE WITH MINIMUM REQUIREMENTS (Phase 1a)

- 21.1.1 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.
- 21.1.2 For first level evaluation (administrative evaluation) bidders will be given a chance to submit the following documents within five (5) failure which they will be eliminated for not complying:
 - 21.1.2.1 Bid document not signed by the bidder.
 - 21.1.2.2 Not submitting six copies and one original bid document
 - 21.1.2.3 Not submitting a completed and signed SBD4 form
 - 21.1.2.4. Not submitting proof of CIPC registration.
 - 21.1.2.5 Not submitting the SBD 1 form
 - 21.1.2.6 Not submitting the SBD 6.1 form
 - 21.1.2.7 Not submitting the General Condition of contract
 - 21.1.2.8 Not submitting proof of company registration on CSD
 - 21.1.2.9 In case of JV/Consortium a valid SARS issued pin code for both companies must be submitted and will be verified

NOTE: Additional required documents (not for elimination)

Valid Tax Clearance Certificate and/ or SARS issued pin code for both companies (which will be verified)

21.2 FUNCTIONAL EVALUATION (Phase 1b)

- 21.2.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- 21.2.2 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated- hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 21.2.3 Bidders will not rate themselves but need to ensure that all information is supplied as required. The bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

21.3 FUNCTIONAL EVALUATION CRITERIA (refer to PART B of the RFB))

- 21.3.1 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.
- 21.3.2 The scores will be converted to a percentage and only bidders that have met or exceeded the two minimum threshold of 80% or 75% for functionality will be evaluated and scored in terms of pricing and HWSETA specific goals.
- 21.3.3 Any proposal not meeting the two minimum threshold score of 80% or 75% will be disqualified.

NB: Failure to meet the set minimum threshold of 80% or 75% on the technical evaluation will result in no further evaluation

21.4 HWSETA SPECIFIC GOALS (Phase 1c)

For this tenderer will be allocating 20 points for the HWSETA specific goals stated in the table below as may be supported by proof/documentation stated in the condition of this tender.

Note to the tenders: the tenderer must indicate how they claim the points for each preference point system – Refer to the attached SBD 6.1 form)

No.	HWSETA SPECIFIC GOALS CLASSIFICATION	DEFINITION	POINT ALLOCATION
1.	Black woman ownership percentage	is a generic term which means African woman, Coloured woman and Indian woman	3
2.	People with disability ownership percentage	people who have a long-term or recurring physical or mental impairment which substantially limits their prospects of entry into, or advancement in, employment.	4
3.	Black youth ownership percentage	persons between the ages of 14 and 35	5
4	QSE/EME	<p>A Qualifying Small Business Enterprise (QSE) in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act</p> <p>An Exempted Micro Enterprise (EME) in terms of the code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act</p>	5

5.	Black ownership percentage	Is a generic term which means Africans, Coloureds and Indians	3
TOTAL MAXIMUM POINTS		20	

NB: Points will be allocated based on ownership to the company (main tendering entity). Please attach proof/required documents.

- Sworn Affidavit (EME/QSE) or
- B-BBEE certificate by SANAS accredited agency

Note to tenderers: the tenderer must indicate how they claim points for each preference point system)

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

HWSETA reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required.

The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

Bidders are requested to complete the various specific goals forms in order to claim points.

Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goal points.

21.5. PRICE/FINANCIAL FORMULAR AND POINTS ALLOCATION (Phase 1d)

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No.47452) with effect from 16 January 2023. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Price/financial proposals must be submitted in South African rand. HWSETA reserves the right to negotiate rates submitted by bidders. The pricing schedule must include the total bid price for the stated scope of work.

In terms of Regulation 4 of the Preferential Regulations pertaining to the Preferential Procurement Policy Framework Act 2000 (Act 5 of 2000) Preferential Procurement Regulations, 2022 responsive bids will be adjudicated by the state on the 80/20 preference point for Specific goals in terms of which points are awarded to the bidders on the bases of:

- The bidder's price (maximum 80 points)
- Specific goals (maximum 20 points)

The following formula will be used to calculate the points for price in respect of bidders with Rand value up to R50 000 000:

80/20

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

Where

Ps= Points scored for price of tender under consideration;

Pt= Price for tender under consideration; and

Pmin = Price of lowest acceptable tender

A maximum of 80 points may be allocated for price and 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1) (f) of the Act, the contract must be awarded to the tenderer scoring- the highest points.

21.6 ADJUDICATION OF BID

HWSETA reserves the right to arrange contracts with more than one contractor.

In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for specific goals. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

The Board will consider the recommendations of the Bid Adjudication Committee as well as the Tender Standing 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.

EVALUATION CRITERIA

The bids will be evaluated on functionality separately first. Bids scoring less than the two thresholds on the functionality will not be considered further in the evaluation and will be disregarded.

Note: The two minimum threshold of 80% and 75% will be applied.

The 80% threshold will apply if:

- *Three or more bids achieve a minimum score of 80%.*

The 75% threshold will apply if:

- *Less than three bids score 80% or more.*