

SERVICES SETA RFQ DOCUMENT FOR THE PURCHASES WITHOUT FUNCTIONALITY

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1. RFQ CHECKLIST

The contents of the RFQ document must be as follows,

The bidder must submit one proposal(s) electronically <https://sseta.operations.sa.dynamics.com>

- The Services SETA RFQ documents must be submitted in official format (not to be re-typed);

Schedules	Description	Submitted – YES or NO
Schedule 1	The potential bidder must be registered with National Treasury Central Supplier Database (CSD).	
Schedule 2	RFQ document must be signed and duly completed, together with all declaration of interest/ standard bidding documents (SBD's 1, 3.1, 4, 6.1, 7.1 & 7.2).	
Schedule 3	Provide and attach a copy of Company Registration Certificate.	
Schedule 4	Only those Service Providers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a "ME=Mechanical Engineering" class of construction work, are eligible to have their tenders evaluated	
Schedule 5	ID. Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details	
Schedule 6	Pricing Schedule (Services SETA accept an additional formal quotation)	

2 PART A: INVITATION OF QUOTE(S)**SBD 1****YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE (NAME OF DEPT/ PUBLIC ENTITY)**

RFQ NUMBER:	RFQC-000308	CLOSING DATE:	03/10/2025	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ELEVATOR REPAIR AND MAINTENANCE SERVICES				
ENQUIRIES DUE DATE	All enquiries regarding this RFQ should be in writing and may be directed at E-mail RFQs@serviceseta.org.za by 10:00AM on the 01/10/2025				

Important to note:

- Bidders should ensure that RFQs are submitted electronically to the correct link <https://sseta.operations.sa.dynamics.com> as late submissions will not be accepted for consideration.
- All RFQs must be submitted on the official forms – (not to be re-typed).

NOTE!

THE RELEVANT BIDDER MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
---	--

CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER	Eric Mapeta	TELEPHONE NUMBER	
FACSIMILE NUMBER	(011) 276 9622	FACSIMILE NUMBER	
E-MAIL ADDRESS	RFQs@serviceseta.org.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

SUPPLIER INFORMATION					
NAME OF BIDDER					
CONTACT PERSON		CONTACT PERSON			
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.....
BANK NAME			BANK ACCOUNT NUMBER		

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ NO		☐ YES	
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ NO		☐ YES	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ NO		☐ YES	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ NO		☐ YES	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ NO		☐ YES	
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 OF QUOTE(S) PROCESS

QUOTE(S) 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).
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 QUOTE(S) INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED:

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

DATE:

3. TERMS OF REFERENCE/ SPECIFICATION

1. PURPOSE OF THIS PROJECT

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SERVICING, REPAIRS, ASSESSMENT COMPLIANCE IN LINE WITH THE OHS ACT, AND MAINTENANCE OF TWO ELEVATORS AT OUR SERVICES SETA PARKTOWN HEAD OFFICES FOR A PERIOD OF 3 YEARS

INTRODUCTION AND OVERALL OBJECTIVES

The Services Sector Education and Training Authority (Services SETA) was established and registered in March 2000 in terms of the Skills Development Act of 1998. The SETA aims to provide for the skills development needs of the services sector through the implementation of learnerships, disbursement of grants and monitoring of education and training.

The Services Sector Education and Training Authority (Services SETA) hereby invites quotes from experienced, knowledgeable service providers to submit proposals to perform servicing, repair, assessment compliance in line with the OHS Act, and the maintenance of two elevators at our Services SETA Parktown Head Offices.

2. BACKGROUND

The Services Sector Education and Training Authority (Services SETA) is statutory body established in terms of the Skills Development Act of 1998. The Services SETA's mandate is to provide for the skills development needs of the services sector through implementation of various learning interventions, the disbursement of grants and the monitoring of education and training.

3. SCOPE OF WORK/ DELIVERABLES

SCOPE OF WORK (ELEVATORS)

Maintenance Contract of Elevators

Services, Repairs and Maintenance of 2 x Elevators

Make: Mitsubishi Hydraulic

Capacity: 825KG Mass Load

Number of Stops

Car 1 (4 Stops)

Car 2 (3 Stops)

GENERAL REQUIREMENTS

- A. Elevator servicing shall be performed by a licensed elevator service provider registered with all entities as stipulated in the OHS Act 85 of 1993 and the construction regulations, 2014.
- B. Preventative maintenance services shall be performed monthly during off peak operating hours between 8:00 A.M. and 4:00 P.M. Monday to Friday excluding public holidays.

PREVENTIVE MAINTENANCE TASKS

- A. The Contractor shall clean elevator machine, including the pump, valves, and motor.
- B. **The Contractor shall maintain the following elements:**
 - 1. **CONTROLLERS:** including relays, contacts, coils, timers, printed circuit boards, microprocessor boards, controller wiring, travel cable wiring, hoist way wiring, fuses/fuse holders, and timers /time clocks.
 - 2. **SELECTOR:** including electrical or mechanical drive components, Cams, contacts, relays, resistors, leads, transformers, and solid-state components.
 - 3. **FIXTURES:** including car and hall button stations, master Indicator control panels, all signal fixtures including contacts, buttons, key switches, locks, lamps, and sockets.
 - 4. **MACHINE MOTOR:** including gears, bearings, brakes and related parts, brushes, windings, commutators, rotating equipment, contacts, coils, and resistors for motor circuits, V-belts, Sheaves and wiring.
 - 5. **PUMP:** including sheaves, screens, filters, hoses, and any other parts thereof.
 - 6. **VALVES:** complete, including relief valve, levelling valves, cheek valve, strainers, springs, gaskets, and any other parts thereof.
 - 7. **JACK UNIT:** including plunger, guide bearing, packing and packing gland.
 - 8. **GOVERNOR:** including sheave, bearings, shafts, contacts and governor jaws.
 - 9. **CAR:** including power door operator, door protective devices, car door operator, hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and sub flooring.
 - 10. **ACCESSORY EQUIPMENT:** all accessory elevator equipment, including equipment installed prior to the commencement of this Contract.
 - 11. **HOISTWAY:** including deflector sheave, secondary sheaves, buffers, governor tension assemblies, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoist way and machine room wiring, hoist way door interlocks, hoist way door hangers and gibs and auxiliary closer. Also included shall be the quarterly (or more frequent, if required) brush down and vacuum of the hoist way, divider beams, door hangers, car top and bottom, doorsills (beyond opening) and pit.

C. The service provider shall keep the guide rails properly lubricated, except where roller guides are used, and when necessary to renew guide shoe inserts, or roller guides when used, to promote smooth and quiet operation.

D. The service provider shall renew the wire ropes as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.

E. The service provider shall ride the elevator to ensure floor levels, door operation and check all fixture lamps (replacing when needed).

F. The service provider shall furnish lubricants compounded to specifications and selected to give the best performance and proper level. Lubricate pumps, pump motors, couplings, valve control equipment, guides or guide rollers, interlocks, automatic door operator and its linkage parts.

G. All other maintenance features or practices not cited above which are considered routine in accordance with OHS Act elevator maintenance.

H. Refilling and replacement of gearbox oil and the disposal of waste oil.

K. Repair or replacement of parts and/or other work due to:

(1) Cleaning, except for cleaning of dirt that is directly caused by the provision of the Services.

(2) Pressure testing or testing under full load or speed.

(3) Inspections or testing of the Equipment by authorities, inspection bodies or other third parties.

(4) Any sealed or non-serviceable part.

TESTING AND INSPECTIONS

A. Elevators shall be inspected monthly along with associated machinery in accordance with the elevator manufacturer's recommendations and shall include the applicable preventative maintenance tasks included herein.

B. The Service Provider shall perform monthly inspections, maintenance, repairs, and equipment adjustment services. The Service Provider shall proceed to examine, adjust, lubricate and, if conditions warrant as determined by the service provider repair or replace parts.

C. Equipment testing shall be performed by the service provider as required by the jurisdiction in which the elevator is located.

D. Periodic testing shall be performed in accordance with OHS Act to ensure that elevators meet safety and maintenance requirements. A qualified elevator inspection service shall be used by the service provider. (EVERY TWO YEARS – Submit compliance certification - Annexure B inspections)

E. Required tests or inspections that remove an elevator from normal operation shall be scheduled and coordinated with customer. Any repairs or adjustments which are necessary in order to complete a test and return an elevator to service shall be performed at no additional cost to customer.

F. All applicable tests shall be completed by the service provider on a timely basis and recorded on the logbook, which shall be kept in the machine room at each station. The test results and a written report describing any needed repairs shall be forwarded to the customer within three (3) business days of testing.

G. The service provider shall apply tags to equipment when applicable.

CALLBACK SERVICE

A. Call-back service shall be defined as a service call to correct any elevator problem or condition that requires the service provider to provide service prior to the next scheduled preventative maintenance service.

B. Incidental charges associated with this service, including but not limited to, parking fees, toll charges, tickets, mileage, etc. shall be incurred by the service provider at no additional cost.

EMERGENCY ON-CALL SERVICE

A. The service provider shall provide emergency on-call service twenty-four (24) hours seven (7) days a week as needed hours, seven (7) days a week as needed to maintain elevator operation and to respond to elevator outages and elevator emergencies.

B. A qualified repair person shall arrive on-site within one (1) hour of notification. The service provider will receive notification from a facilities representative for emergency on the service call.

PRICE ADJUSTMENT

The contract price will be based on the S.E.I.F.S.A. index.

PARTS

Cost of parts and replacement including percentage mark-up.

CONTRACTORS GRADING DESIGNATION

C.2.1 Only those Service Providers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a “**ME=Mechanical Engineering**” class of construction work, are eligible to have their tenders evaluated

4. THE DURATION OF ASSIGNMENT

It is envisaged that the project will be for a period 3 Years (36 months).

4.1.1 COMPULSORY BRIEFING ☐ YES**Compulsory site inspection on the 30/09/ 2025 at 10h00.****Indicate site inspection physical address:**

15 Sherborne Road and 20 Eton Road,
Parktown,
Johannesburg 2193

5. KINDLY FORWARD THE FOLLOWING RFQ DOCUMENTS, WHERE A CERTIFIED COPY OF A DOCUMENT IS REQUIRED, IT MUST BE CERTIFIED WITHIN THE LAST SIX (6) MONTHS

DOCUMENT(S) REQUIRED**QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY)**

	Tick(Has applicable document attached?)	
1. The potential bidder must be registered with National Treasury Central Supplier Database (CSD).	Yes ☐	No ☐
2. RFQ document must be signed and duly completed, together with all declaration of interest/ standard bidding documents (SBD's 1, 3.3, 4, 6.1, 7.1 & 7.2).	Yes ☐	No ☐
3. Provide and attach a copy of Company Registration Certificate.	Yes ☐	No ☐
4. Only those Service Providers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a " ME=Mechanical Engineering " class of construction work, are eligible to have their tenders evaluated	Yes ☐	No ☐

The bidder(s) must comply with the qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification.

SERVICES SETA PROMOTION OF THE SPECIFIC GOAL(S) (NON-MANDATORY)

Bidders who do not submit supporting documents to claim for the specific goal(s) will not be disqualified but will score Zero (0) for 20 points elements.	Weighted Points	Tick (Has applicable document attached?)	
1. More than 51% Black Owned Entity	2	Yes ☐	No ☐
2. Female Owned Entity	6	Yes ☐	No ☐
3. Youth Owned Entity	7	Yes ☐	No ☐
4. Disabled Owned Entity	1	Yes ☐	No ☐
5. Skills Transfer and Development (Attach a proof of client reference letter/ project(s) indicating skills transfer conducted).	2	Yes ☐	No ☐
6. Local Suppliers (Attach a proof of CSD Report indicating your <u>entity physical location(s)</u> , (if subcontracting, attach a local supplier CSD Report).	2	Yes ☐	No ☐

NOTE: In order to claim points for the specific goal(s) the bidders must submit a valid BEE certificate/ BEE Sworn Affidavit, Skills Transfer, Local Suppliers and CSD Report document(s) to substantiate the specific goals point(s) claimed.

OTHER IMPORTANT REQUIREMENT (NON-MANDATORY)

7. The Service provider must submit proof of its B-BBEE status level of contributor	Yes ☐	No ☐
8. An objective criterion may be used during evaluation of pricing.	Yes ☐	No ☐
9. The Supplier CIPC status must be active, when verifying with Central Supplier Database (CSD). Provide MAAA number	Yes ☐	No ☐
10. Tax Clearance certificate Verification purposes, the potential bidder must indicate pin number.....	Yes ☐	No ☐

Specific Goals Definitions

Black Owned entities	Black Owned entities (Company must be in the hands of 51% or more black people)
Women	Promote Women owned and empowered enterprises.
Youth	Youth Owned Entities: addressing the needs of Youth people.
Disability	Disabled-owned entities (by empowering disability-impaired entities). A person, with a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
Skills Transfer	The empowerment of the workforce by standardising the level of skill and knowledge of workers.
Local suppliers	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province, region, municipal area.

6. CONTRACTOR GRADING DESIGNATIONS

C.2.1

Clause number (refer to Annex C)	
C.2.1	Only those Service providers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum RFQ, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a Or*. class of construction work, are eligible to have their RFQs evaluated. Joint ventures are eligible to submit RFQs provided that: 1. every member of the joint venture is registered with the cidb; 2. the lead partner has a contractor grading designation in the or* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum RFQed for a or * class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

7. EVALUATION CRITERIA

The written price quotations for the requirement is estimated up to an estimated value of R1 000 000 (all applicable taxes included); therefore the **80/20** system shall be applicable.

Criterion 1- Qualification Requirement

Bidders will first be evaluated in terms of the mandatory requirements. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified.

Criterion 3-Price and Preference Evaluation

Price and specific goals weighted points; evaluation will be conducted on an 80/20 preferential procurement principle.

The Services SETA reserves the right to conduct due diligence to verify information provided.

NB: For comparison and to ensure a meaningful evaluation. Bidders are required to submit a detailed information in substantiation of compliance with gatekeeper and evaluation criteria, average price/ quotation/ fixed rate will either be used during the price evaluation. Bidders may be invited to make a presentation as part of the evaluation process.

OFFER TO BE VALID FOR **90** WORKING DAYS FROM THE CLOSING DATE OF RFQ.

In order to compare process, bidders must indicate their prices based on the following:

Entity name		
Total value		
Deliverables ELEVATORS	Quantity 2	Total Monthly (Vat inclusive and all other charges)
Monthly services and inspection of elevators	X 2	R
RESPONSE TIME FROM CALL OUT • Emergency • Urgent • Normal	_____ Minutes _____ Minutes _____ Day/s	
Other related cost (if any): • •		R R
15% VAT		R
EVERY TWO (2) YEARS – Perform assessment and submit compliance certification - Annexure B inspections)	Year 2027	R R
Repairs and maintenance: WORKING HOURS: HOURLY RATE		R
Repairs and maintenance: AFTER HOURS: HOURLY RATE		R
% MARK UP ON MATERIAL	_____ %	
Yearly/annual contract increase percentage	_____ %	

1. The accompanying information must be used for the formulation of quote.
2. Providers are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project R.....

3. Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms of the above schedule)
4. Travel expenses (specify, for example rate/km and total km **(SARS rates applicable only)**, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.
5. Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.
6. Period required for commencement with project after acceptance of quote.....
7. Estimated man-days/ **delivery date** for completion of project.....

8. BIDDER'S/ PROVIDER'S DISCLOSURE

SBD 4

1. Purpose of the form

Any person (natural or juristic) may make an offer or offers in terms of this invitation to quote. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the provider to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for RFQ Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the quote process.

2. Bidder's/ Provider's declaration

- 2.1 Is the provider, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the provider, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:
.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the provider or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**
- 2.3.1 If so, furnish particulars.....

3 Declaration

I, the undersigned, (name)..... in submitting the accompanying quote, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying quote will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The provider has arrived at the accompanying quote independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the quote, bidding with the intention not to win the quote and conditions or delivery particulars of the products or services to which this quote invitation relates.
- 3.4 The terms of the accompanying quote have not been, and will not be, disclosed by the provider, directly or indirectly, to any competitor, prior to the date and time of the official quote opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the provider with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the quote submitted where so required by the institution; and the provider was not involved in the drafting of the specifications or terms of reference for this quote.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Quotes and contracts, quotes that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

9. PREFERENCE POINTS CLAIM FORM**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all RFQs invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, SERVICE PROVIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE RFQ AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to quote process:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this RFQ).
- a) The applicable preference point system for this quote process is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this quote process. The lowest/ highest acceptable RFQ will be used to determine the accurate system once quotes are received.
- 1.3 Points for this quote process (even in the case of a quote for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the Services SETA:**
 The maximum points for this RFQ are allocated as follows:
- | | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a Service provider to submit proof or documentation required in terms of this quote process to claim points for specific goals with the quote process, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The Services SETA reserves the right to require of a Service provider, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Services SETA.

2. DEFINITIONS

- (a) **“RFQ”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive quotation process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money RFQed for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of quotes invitation, and includes all applicable taxes;
- (d) **“RFQ for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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 price of RFQ under consideration
- Pt = Price of RFQ under consideration
- Pmin = Price of lowest acceptable RFQ

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	

Where

- Ps = Points scored for price of RFQ under consideration
- Pt = Price of RFQ under consideration
- Pmax = Price of highest acceptable RFQ

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the RFQ. For the purposes of this RFQ the Service provider will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this quote process:
- 4.2. In cases where Services SETA intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an Services SETA must, in the RFQ documents, stipulate in the case of—
- (a) an invitation for RFQ for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable RFQ will be used to determine the applicable preference point system; or
 - (b) any other invitation for quote process, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable RFQ will be used to determine the applicable preference point system, then the Services SETA must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the quote process and points claimed are indicated per the table below.
(Note to Services SETA: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to Service providers: The Service provider must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this RFQ (Entities)	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the Service provider)	Attach relevant supporting document(s) is compulsory to claim points allocated (Yes/No)
More than 51% Black Owned	2		
Female Owned	6		
Youth Owned	7		
Disabled Owned	1		
Skills Transfer and Development	2		
Local Suppliers	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the RFQ, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Services SETA may, in addition to any other remedy it may have –
 - (a) disqualify the person from the RFQ process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Service provider or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF RFQER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

10. CONTRACT FORM – PURCHASE OF GOODS/WORKS**SBD 7.1****PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in RFQ number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of quote.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to quote;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my quote; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other quote.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your quote under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

PURPOSE OF THIS PROJECT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SERVICING, REPAIRS, ASSESSMENT COMPLIANCE IN LINE WITH THE OHS ACT, AND MAINTENANCE OF TWO ELEVATORS AT OUR SERVICES SETA PARKTOWN HEAD OFFICES FOR A PERIOD OF 3 YEARS	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

11. CONTRACT FORM – RENDERING OF SERVICES**SBD 7.2**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASE)**

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF THIS PROJECT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SERVICING, REPAIRS, ASSESSMENT COMPLIANCE IN LINE WITH THE OHS ACT, AND MAINTENANCE OF TWO ELEVATORS AT OUR SERVICES SETA PARKTOWN HEAD OFFICES FOR A PERIOD OF 3 YEARS	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

7. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

12. FORM OF OFFER AND ACCEPTANCE

Annex B

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The Service provider, identified in the offer signature block, has examined the documents listed in the RFQ data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of RFQ.

By the representative of the Service provider, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Service provider offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS.....Rand (in words);

R (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Service provider before the end of the period of validity stated in the RFQ data, whereupon the Service provider becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)			
Name(s)			
Capacity			
for the Service provider			
	(Name and address of Service provider)		
Name and signature of witness			Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Service provider's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Service provider's offer shall form an agreement between the employer and the Service provider upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the RFQ data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Service provider and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Service provider shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Service provider receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Service provider (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)			
Name(s)			
Capacity			
for the Employer			
	(Name and address of employer)		
Name and signature of witness			Date

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the Service provider of the tracking number within 24 hours of such submission. Unless the Service provider (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

13. SCHEDULE OF DEVIATIONS

Notes:

1. *The extent of deviations from the RFQ documents issued by the employer before the RFQ closing date is limited to those permitted in terms of the conditions of RFQ.*
2. *A Service provider's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the RFQ documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the RFQ documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this agreement, the employer and the Service provider agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the RFQ data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Service provider and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the RFQ documents and the receipt by the Service provider of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

14. STANDARD CONDITIONS OF THE RFQ

Annex C

C.1.1.1 The employer and each Service provider submitting a RFQ offer shall comply with these conditions of RFQ. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the Service provider and all their agents and employees involved in the RFQ process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Service providers shall declare any potential conflict of interest in their RFQ submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the RFQ or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a Service provider shall not submit a RFQ without having a firm intention and the capacity to proceed with the contract.

C.1.2 RFQ Documents

The documents issued by the employer for the purpose of a RFQ offer are listed in the RFQ data.

C.1.3 Interpretation

C.1.3.1 The RFQ data and additional requirements contained in the RFQ schedules that are included in the returnable documents are deemed to be part of these conditions of RFQ.

C.1.3.2 These conditions of RFQ, the RFQ data and RFQ schedules which are required for RFQ evaluation purposes, shall form part of any contract arising from the invitation to RFQ.

C.1.3.3 For the purposes of these conditions of RFQ, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or Service provider is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the Service provider who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the RFQ process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the RFQ process or the award of a contract arising from a RFQ offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a Service provider shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Service provider. The name and contact details of the employer's agent are stated in the RFQ data.

C.1.5 Cancellation and Re-Invitation of RFQs

C.1.5.1 An employer may, prior to the award of the RFQ, cancel a RFQ if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable RFQs are received.
- d) there is a material irregularity in the RFQ process.

C.1.5.2 The decision to cancel a RFQ invitation must be published in the same manner in which the original RFQ invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a RFQ invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the RFQ data, a contract will, subject to C.3.13, be concluded with the Service provider who in terms of C.3.11 is the highest ranked or the Service provider scoring the highest number of RFQ evaluation points, as relevant, based on the RFQ submissions that are received at the closing time for RFQs.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the RFQ data requires that the competitive negotiation procedure is to be followed, unless negotiations are done/ stated otherwise, Service providers shall submit RFQ offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Service providers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Service providers shall not apply.

C.1.6.2.2 All responsive Service providers or at least a minimum of not less than three responsive Service providers that are highest ranked in terms of the evaluation criteria stated in the RFQ data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that RFQs be clarified, specified and fine-tuned in order to improve a Service provider's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, Service providers shall be invited by the employer to revise their RFQ offer based on the same evaluation criteria, with or without adjusted weightings. Service providers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Service providers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Service providers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the RFQ data, and in the second stage negotiate a contract with the Service provider scoring the highest number of evaluation points and award the contract in terms of these conditions of RFQ.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Service providers shall submit in the first stage only technical proposals. The employer shall invite all responsive Service providers to submit RFQ offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate RFQs received during the second stage in terms of the method of evaluation stated in the RFQ data and award the contract in terms of these conditions of RFQ.

C.2 Service provider's obligations

C.2.1 Eligibility

C.2.1.1 Submit a RFQ offer only if the Service provider satisfies the criteria stated in the RFQ data and the Service provider, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the RFQ entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the Service provider to submit a RFQ offer and obtain the employer's written approval to do so prior to the closing time for RFQs.

C.2.2 Cost of RFQ

C.2.2.1 Accept that, unless otherwise stated in the RFQ data, the employer will not compensate the Service provider for any costs incurred in the preparation and submission of a RFQ offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 If applicable, the cost of the RFQ documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the RFQ documents on its website so as not to incur any costs pertaining to the

printing of the RFQ documents.

C.2.3 Check documents

Check the RFQ documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the RFQ. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a RFQ offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting an RFQ offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the RFQ documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the RFQ documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the RFQ data, in order to take the addenda into account, but may only be on the approval of Services SETA.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Service providers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the RFQ data.

C.2.8 Seek clarification

Request clarification of the RFQ documents, if necessary, by notifying the employer at least two (2) working days before the closing time stated in the RFQ data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Service provider is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the RFQ offer

C.2.10.1 Include in the rates, prices, and the RFQ total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful Service provider, such duties, taxes and levies before the closing time stated in the RFQ data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the RFQ total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the RFQ data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the RFQ documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Service provider. All signatories to the RFQ offer shall initial all such alterations.

C.2.12 Alternative RFQ offers

C.2.12.1 Unless otherwise stated in the RFQ data, submit alternative RFQ offers only if a main RFQ offer, strictly in accordance with all the requirements of the RFQ documents, is also submitted as well as a schedule that compares the requirements of the RFQ documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative RFQ offer must be based only on the criteria stated in the RFQ data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative RFQ offer must only be considered if the main RFQ offer is the winning RFQ.

C.2.13 Submitting a RFQ offer

C.2.13.1 Submit one RFQ offer only, either as a single RFQ entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the RFQ data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the RFQ offer communicated on paper as an original plus the number of copies stated in the RFQ data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the RFQ offer where required in terms of the RFQ data. The employer will hold all authorized signatories liable on behalf of the Service provider. Signatories for Service providers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the RFQ offer.

C.2.13.5 If required, Seal the original and each copy of the RFQ offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the RFQ data, as well as the Service provider's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the RFQ data, place and seal the

returnable documents listed in the RFQ data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the RFQ data, as well as the Service provider’s name and contact address.

C.2.13.7 Seal the original RFQ offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the RFQ data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the RFQ offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that RFQ offers submitted electronically/ employer portal or unless stated otherwise in the RFQ data.

C.2.14 Information and data to be completed in all respects

Accept that RFQ offers, which do not provide all the data or information requested completely and, in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the RFQ offer at the address/ respond to portal specified in the RFQ data not later than the closing time stated in the RFQ data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the RFQ data for any reason, the requirements of these conditions of RFQ apply equally to the extended deadline.

C.2.16 RFQ offer validity

C.2.16.1 Hold the RFQ offer(s) valid for acceptance by the employer at any time during the validity period stated in the RFQ data after the closing time stated in the RFQ data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the RFQ data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a RFQ submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for RFQs that a RFQ is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating RFQ, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a RFQ submission is to be substituted, a Service provider must submit a substitute RFQ in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of RFQ offer after submission

Provide clarification of an RFQ offer in response to a request to do so from the employer during the evaluation of RFQ offers. This may include providing a breakdown of rates or prices and

correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Service providers or substance of the RFQ offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Service provider following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the RFQ offer, the Service provider's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the Service provider not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the RFQ offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the RFQ data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other RFQ documents

If so instructed by the employer, return all retained RFQ documents within specified timeframe after the expiry of the validity period stated in the RFQ data.

C.2.23 Certificates

Include in the RFQ submission or provide the employer with any certificates as stated in the RFQ data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the Service provider

C.3.1.1 As stated in the RFQ Data (SDB 1, Part A), respond to a request for clarification received before the RFQ closing time stated in the RFQ Data and notify all Service providers who collected RFQ documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the RFQ entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Service provider to submit a RFQ offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the RFQ documents to each Service provider during the period from the date that RFQ documents are available for specified period before the RFQ closing time stated in the RFQ Data. If, as a result a Service provider applies for an extension to the closing time stated in the RFQ Data, the Employer may grant such extension and, shall then notify all Service providers who collected RFQ documents.

C.3.3 Return late RFQ offers

Return RFQ offers received after closing time stated in the RFQ Data, unopened, (unless it is necessary to open a RFQ submission to obtain a forwarding address), to the Service provider concerned.

C.3.4 Opening of RFQ submissions

C.3.4.1 RFQ electronic submissions, but unless the two-envelope system is to be followed, open valid RFQ submissions in the presence of Service providers' agents who choose to attend at the time and place stated in the RFQ data. RFQ submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Unless the RFQ opening applicable, announce at the meeting held immediately after the opening of RFQ submissions, at a venue indicated in the RFQ data, the name of each Service provider whose RFQ offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main RFQ offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the RFQ data that a two-envelope system is to be followed, open only the technical proposal of valid RFQs in the presence of Service providers' agents who choose to attend at the time and place stated in the RFQ data and announce the name of each Service provider whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by Service providers, then advise Service providers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Service providers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the RFQ data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial

proposals to Service providers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to Service providers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of RFQ offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Service provider.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Service provider to influence the processing of RFQ offers and instantly disqualify a Service provider (and his RFQ offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each RFQ offer properly received:

- a) complies with the requirements of these Conditions of RFQ,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the RFQ documents.

C.3.8.2 A responsive RFQ is one that conforms to all the terms, conditions, and specifications of the RFQ documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the Service provider's risks and responsibilities under the contract, or
- c) affect the competitive position of other Service providers presenting responsive RFQs, if it were to be rectified.

Reject a non-responsive RFQ offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive RFQs for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked RFQ or Service provider with the highest number of RFQ evaluation points after the evaluation of RFQ offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity

- in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

C.3.9.3 If applicable may notify the Service provider of all errors or omissions that are identified in the RFQ offer and either confirm the RFQ offer as RFQ or accept the corrected total of prices.

C.3.9.4 Where the Service provider elects to confirm the RFQ offer as RFQ, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Service provider's addition of prices, the total of the prices shall govern and the Service provider will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the RFQ total of the prices.

C.3.10 Clarification of a RFQ offer

Obtain clarification from a Service provider on any matter that could give rise to ambiguity in a contract arising from the RFQ offer.

C.3.11 Evaluation of RFQ offers

The Standard Conditions of RFQ standardize the procurement processes, methods and procedures from the time that RFQs are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the RFQ Data associated with a specific project.

Conditions of RFQ are by definition the document that establishes a Service provider's obligations in submitting a RFQ and the employer's undertakings in soliciting and evaluating RFQ offers. Such conditions establish the rules from the time a RFQ is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of RFQ are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a Service provider who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating RFQ offers are as follows:

- a) Open and record RFQ offers received
- b) Determine whether or not RFQ offers are complete
- c) Determine whether or not RFQ offers are responsive
- d) Evaluate RFQ offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred Service provider
- g) Prepare a RFQ evaluation report
- h) Confirm the recommendation contained in the RFQ evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive RFQ offer using the RFQ evaluation methods and associated evaluation criteria and weightings that are specified in the RFQ data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful Service provider, submit for the Service provider's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of RFQ offer

Accept the RFQ offer; if in the opinion of the employer, it does not present any risk and only if the Service provider:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the RFQ data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the RFQ documents to take account of:

- a) addenda issued during the RFQ period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful Service provider.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful Service provider the number of copies stated in the RFQ Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request with written reasons to Service providers for any action that is taken in applying these conditions of RFQ but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Service providers or might prejudice fair competition between Service providers.

