

REQUEST FOR BID – PART A

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE

|                             |                   |  |
|-----------------------------|-------------------|--|
|                             |                   |  |
| CONTRACT NUMBER             | HWSETA002/2026    |  |
| CLOSING DATE                | 21 SEPTEMBER 2026 |  |
| CLOSING TIME                | 11h00 AM          |  |
| LOCATION                    | HWSETA OFFICES    |  |
| COMPULSORY BRIEFING SESSION | MS OFFICE TEAMS   |  |
| DATE                        | 7 SEPTEMBER 2026  |  |
| TIME                        | 10h00 AM          |  |

BIDDERS ARE TO ENSURE THAT THEY HAVE RECEIVED ALL PAGES OF THIS DOCUMENT, WHICH CONSIST OF THE FOLLOWING DOCUMENTS:

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**DOCUMENTS IN THIS BID DOCUMENT PACK**

## 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

### **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE**

**BID NUMBER:** HWSETA002/2026

**CLOSING DATE AND TIME:**

**DESCRIPTION:** Appointment of a service provider to provide office space for the health and Welfare Sector Education and Training Authority (HWSETA) Gauteng Provincial office from 01 March 2027 to 31 March 2030.

**VALIDITY:** Offer To Be Valid For 132 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 Office**

**17 Bradford Road, Bedfordview.**

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 07:30 and 16:00, 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:                                                                                                                                                                                      |  |
| <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 if applicable , to the HWSETA before a final decision is made to award. The presentation will either be virtual via TEAMS or physically at the <b>HWSETA Head Office situated at 17 Bradford Road, Bedfordview.</b> |  |

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

|                           |                                                                                                                                                             |  |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                           |                                                                                                                                                             |  |
| <b>Name &amp; Surname</b> | <b>Nolwazi Luthuli</b>                                                                                                                                      |  |
|                           |                                                                                                                                                             |  |
| <b>Or Email Address</b>   | <b><u><a href="mailto:tenders@hwseta.org.za">tenders@hwseta.org.za</a></u> OR <u><a href="mailto:nolwazil@hwseta.org.za">nolwazil@hwseta.org.za</a></u></b> |  |

## PART A INVITATION TO BID

**SBD 1**

|                                                                                                                                                                                                                            |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                           |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| BID NUMBER:                                                                                                                                                                                                                | HWSETA002/2026                                                                                                                                                                                      | CLOSING DATE: | 21 SEPTEMBER 2026                                                 | CLOSING TIME:                 | 11H00                                                                                                |
| DESCRIPTION                                                                                                                                                                                                                | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE FROM 01 MARCH 2027 TO 31 MARCH 2030 |               |                                                                   |                               |                                                                                                      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| 17 Bradford Road, Bedfordview.                                                                                                                                                                                             |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
|                                                                                                                                                                                                                            |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
|                                                                                                                                                                                                                            |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
|                                                                                                                                                                                                                            |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                                                                                                                                     |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |                               |                                                                                                      |
| CONTACT PERSON                                                                                                                                                                                                             | NOLWAZI LUTHULI                                                                                                                                                                                     |               | CONTACT PERSON                                                    | SHALENDRA BALLASUR            |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                           | (011) 607 6944                                                                                                                                                                                      |               | TELEPHONE NUMBER                                                  | (011) 607 6900                |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                           |                                                                                                                                                                                                     |               | FACSIMILE NUMBER                                                  |                               |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                             | TENDERS@HWSETA.ORG.ZA                                                                                                                                                                               |               | E-MAIL ADDRESS                                                    | SHALENDRAB@HWSETA.ORG.ZA      |                                                                                                      |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| NAME OF BIDDER                                                                                                                                                                                                             |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| POSTAL ADDRESS                                                                                                                                                                                                             |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| STREET ADDRESS                                                                                                                                                                                                             |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                           | CODE                                                                                                                                                                                                |               | NUMBER                                                            |                               |                                                                                                      |
| CELLPHONE 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<br>[IF YES ENCLOSE PROOF]                                                                                                                  |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |
| 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          |                               |                                                                                                      |
| <b>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.</b> |                                                                                                                                                                                                     |               |                                                                   |                               |                                                                                                      |

## PART A 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")

In order for 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 HWSETA, it will be necessary for HWSETA to Process Service Provider' personal information which may be shared with HWSETA for the purposes of the bid and publication of comprehensive information on all the tenders awarded by HWSETA, in line with the National treasury Instruction No. 09 of 2022/2023.

HWSETA is committed to transparency and accountability in its procurement processes. As part of our mandate, we ensure that all tender awards are published within the prescribed number of working days of the successful bidder accepting the bid award in writing. This information is made available on the e-Tender Portal, the HWSETA website and other media platforms where the bids were originally advertised.

HWSETA will process the Service Provider's Personal Information in accordance with its Privacy Policy, which can be accessed on HWSETA website. 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 HWSETA's authorized verification agent(s) and Service Providers will access Personal Information and conduct background screening.

### Consent:

Consent: By [ticking] "Yes" and signing below, the Service Provider agrees and voluntarily consents to HWSETA and/or its associated third parties appointed by it's processing of its Personal Information for the purposes of evaluating the submitted bid, publication of personal information on the platforms mentioned above, 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 in accordance with HWSETA Privacy Policy and the Service Provider agrees that the Personal Information may be disclosed by the HWSETA to third parties. Please note that if the Service Provider withdraws consent at any stage, HWSETA may be unable to process the bid submitted, confirm the information provided with third parties and render the purpose impossible.

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

## PART A

# CONDITION 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. Additional information may include but not limited to requesting the Occupancy Certificate

## PART A

### CONDITION 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. WARRANTIES**

- 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 Gauteng provincial Office. Note that all pages must be clearly numbered in sequential order. It is the responsibility of the bidder to ensure that all pages are included in all copies delivered to the HWSETA.

**HWSETA Office**

**17 Bradford Road, Bedfordview.**

**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: HWSE002/2026
- ☐ Closing date and time 21 September 2026 at 11h00

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

## **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 and will be disqualified.**

### **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 **Nolwazi Luthuli** on the following address [-tenders@hwseta.org.za](mailto:-tenders@hwseta.org.za)

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.

## PART A 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 SBD6.1(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
- Part 9 Mandatory requirements **MUST** be provided (Failure to submit any of the below mandatory documents together with your proposal submission will lead to disqualification)
  - Annexure A: pricing schedule must be submitted. The HWSETA Pricing Schedule template must be completed in full. Additional information may be provided by the bidder which must be attached to the HWSETA Pricing schedule
  - A copy of the title deed to prove ownership of the property must be submitted
  - If the bidder is an agent, a formal Power of Attorney or letter of Authority, signed by the property owner, must be submitted
  - Certificate of occupancy

#### 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.

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

15.4.2.1 Persons who are in the service of the State.

15.4.2.2 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

15.4.3 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) SBD 6.1**

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 (ANNEXTURE A**

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

**15.10 PART 9: MANDATORY REQUIREMENTS**

- Annexure A: pricing schedule template must be completed in full. Additional information may be provided by the bidder must be attached to the HWSETA Pricing schedule
- A copy of the title deed to prove ownership of the property must be submitted
- If the bidder is an agent, a formal Power of Attorney or letter of Authority, signed by the property owner, must be submitted

(Failure to submit any of the above listed mandatory documents together with your proposal submission will lead to disqualification)

**16. PRESENTATIONS**

## 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.

18.1.5 If the bidder does not adhere to the Mandatory requirements as stipulated.

**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.***

## PART A 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**

|                         |  |
|-------------------------|--|
| <b>Name and Surname</b> |  |
| <b>Designation</b>      |  |
| <b>Date</b>             |  |
| <b>Signature</b>        |  |

## PART A 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)

- 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 minimum threshold of 80% for functionality will be evaluated and scored in terms of pricing and HWSETA specific goals.

21.3.3 Any proposal not meeting the minimum threshold score of 80% will be disqualified.

**NB: Failure to meet the set minimum threshold of 80% 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 51% to 100% (3 points)<br>Less than 51% (0 points)         | is a generic term which means African woman, Coloured woman and Indian woman                                                                                    | 3                |
| 2.  | People with disability ownership percentage 20% or more (4 points) Less than 20% (0 points) | 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 30%-100% ownership (5                                      | persons between the ages of 14 and 35                                                                                                                           | 5                |

|                             |                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                          |          |
|-----------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                             | points) Less than 30% (0 points)                                        |                                                                                                                                                                                                                                                                                                                                                                                                          |          |
| <b>4</b>                    | QSE/EME (5 points)                                                      | <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> | <b>5</b> |
| <b>5.</b>                   | Black ownership percentage 51%-100% (3 points) Less than 51% (0 points) | Is a generic term which means Africans, Coloureds and Indians                                                                                                                                                                                                                                                                                                                                            | <b>3</b> |
| <b>TOTAL MAXIMUM POINTS</b> |                                                                         | <b>20</b>                                                                                                                                                                                                                                                                                                                                                                                                |          |

**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**
  - **Certified disability certificate issued by a registered medical professional in case of claiming points for disability. This certificate should clearly state the nature and severity of your disability, confirming that you're unable to work.**
- OR**
- **A medical report and functional assessment report completed by a registered doctor and should not be older than three months.**

**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.

## **PART A EVALUATION CRITERIA**

***The bids will be evaluated on functionality separately first. Bids scoring less than 80% on the functionality will not be considered further in the evaluation and will be disregarded.***



Health and Welfare Sector  
Education and Training Authority

**HWSETA**

## **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE HEALTH AND WELFARE SECTOR EDUCATION AND TRAINING AUTHORITY (HWSETA) GAUTENG PROVINCIAL OFFICE.**

### **PART B**

#### **SECTION 1: INTRODUCTION AND BACKGROUND**

- 1.** The HWSETA is a statutory entity established in March 2000. The HWSETA is responsible for education, training and skills development of the health, social development and veterinary sectors. The HWSETA seeks to achieve the following within the sector:
  - a) Develop and implement the Sector Skills Plan.
  - b) Skills development planning, programs, and initiatives.
  - c) Monitoring of education and training.
  - d) Identification of workplaces for practical work experience.
  - e) Support and facilitate the development of the National Skills Development Strategy.
  - f) Disbursement of levies collected.
  - g) Forge links with all stakeholders and relevant bodies.
  - h) Account for the effective and efficient use of public monies in line with the provisions of the Public Finance Management Act.
  - i) Promotion of the employment of disabled persons.
- 2.** The HWSETA is seeking a suitably qualified bidder to provide office space for their Gauteng Provincial Office.
- 3.** The office space must be in a business environment within a 20km radius from the Mall of Africa.
- 4.** The office space must be available for occupation from 01 March 2027 up until 31 March 2030.

## SECTION 2: EVALUATION CRITERIA

**Bids will be evaluated in four phases:**

### **Phase 1: Administrative and Mandatory Requirements (Part A)**

Bidders must comply with the administrative requirements as per Parts 1– 4, Part 6 and Part 8 read with 3.1 of the condition of contract as well as the mandatory requirements as per paragraph 15.1, Part 9. Bidders who comply with these requirements will qualify for evaluation in Phase 2: Technical and Functional Requirements.

### **Phase 2: Technical and Functional Requirements**

In Phase 2: Technical and Functional Requirements, bidders are required to achieve 80 points out of 100 to qualify for evaluation in Phase 3: Site Evaluation/Inspection.

### **Phase 3: Site Evaluation/Inspection**

In Phase 3: Site Evaluation/Inspection, bidders are required to achieve 80 points out of 100 to qualify for evaluation in Phase 4: Price and HWSETA specific goals.

### **Phase 4: Price and HWSETA Specific Goals**

All proposals submitted will be evaluated in accordance with either the 80/20 or 90/10 preference point system where the lowest acceptable tender will be used to determine the applicable preference point system.

## SECTION 3: PHASE 2 – TECHNICAL AND FUNCTIONAL EVALUATION

In Phase 2: Technical and Functional Requirements, bidders are required to achieve 80 points out of 100 to qualify for evaluation in Phase 3: Site Evaluation/Inspection.

### **TABLE 1: TECHNICAL & FUNCTIONAL REQUIREMENTS. CRITERIA 1 – 10.**

#### **INSTRUCTIONS:**

The bidder is required to complete Table 1, which details the first 10 (ten) technical & functional requirements of the bid. Please indicate the page in the bid where the supporting information and or documentation can be found. **If the bidder does not answer “YES” to the first ten criteria and if Table 1 is not fully completed, the bid will unfortunately not be considered further.**

**TABLE 1**

| TECHNICAL & FUNCTIONAL REQUIREMENTS                                                                                                                                                                                          |                                        |                                       | SUPPORTING INFORMATION AND / OR DOCUMENTATION                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1. Duration of Agreement (Lease Period)                                                                                                                                                                                      |                                        |                                       |                                                                                                                                    |
| The bidder agrees to the lease period of 01 March 2027 up until 31 March 2030, with beneficial occupation provided before the start date of the lease for renovations and installations.                                     | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> |                                                                                                                                    |
| 2. Location                                                                                                                                                                                                                  |                                        |                                       |                                                                                                                                    |
| The office space is in a business environment within a 20km radius from the Mall of Africa.                                                                                                                                  | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> | Please provide the buildings' address details:<br><br><br>                                                                         |
| 3. Building Requirements                                                                                                                                                                                                     |                                        |                                       |                                                                                                                                    |
| The office space size is between 500m <sup>2</sup> to 550m <sup>2</sup> Gross Lettable Area.<br><br>The proposed space must not be split between two separate floors or two separate buildings. It must be one single space. | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> | Please indicate the actual size of the office space in m <sup>2</sup> (GLA) that is being tendered.<br><br><br>_____m <sup>2</sup> |
| The office space is in an existing building that is a complete built structure.                                                                                                                                              | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> |                                                                                                                                    |
| Toilet facilities:<br><br>Separate Male (minimum quantity of 2),<br>Separate Female (minimum quantity of 2),<br>disability friendly toilet (minimum quantity of 1) that is conveniently accessible.                          | <b>YES</b><br><input type="checkbox"/> | <b>NO</b><br><input type="checkbox"/> | <div>3</div>                                                                                                                       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                                    |                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>There is a functional elevator to cater for the movement of goods, persons, and disabled persons between floors.</li> <li>The elevator is connected to the backup power supply in the building.</li> </ul>                                                                                                                                                                                                                                                | <p>YES</p> <input type="checkbox"/> | <p>NO</p> <input type="checkbox"/> |                                                                                                                                       |
| <p>Tenants in building:</p> <p>The names of the current tenants together with, a detailed description of the nature of the respective tenants' business must be submitted.</p> <p>Note:</p> <p>The current tenants of the proposed building/s will be evaluated by determining if the nature of their business is conducive to the HWSETA operations and shall be deemed acceptable by the HWSETA in its sole and absolute discretion, e.g. if a neighboring business poses a security risk.</p> | <p>YES</p> <input type="checkbox"/> | <p>NO</p> <input type="checkbox"/> | <p>Please indicate page in the bid where information on the tenants in the building can be reviewed.</p> <p>Page: _____</p>           |
| 4. Parking                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                                    |                                                                                                                                       |
| <p>The bidder shall provide the following:</p> <ul style="list-style-type: none"> <li>Twelve (12) on-site, dedicated staff parking bays available as covered parking.</li> <li>Two (2) on-site, dedicated open parking bay for HWSETA visitors.</li> <li>One (1) on site, dedicated, demarcated and disability friendly open parking bay.</li> </ul> <p>Total = 15</p>                                                                                                                           | <p>YES</p> <input type="checkbox"/> | <p>NO</p> <input type="checkbox"/> |                                                                                                                                       |
| 5. Business Continuity                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                                    |                                                                                                                                       |
| <p>Electricity Outage:</p> <p>The bidder agrees to provide an alternate energy supply for the proposed office space in the event of electricity interruptions.</p>                                                                                                                                                                                                                                                                                                                               | <p>YES</p> <input type="checkbox"/> | <p>NO</p> <input type="checkbox"/> | <div style="border: 1px solid black; width: 40px; height: 30px; display: flex; align-items: center; justify-content: center;">4</div> |

| 6. Maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                           |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------|--------------|
| <p><b>LESSOR MAINTENANCE OBLIGATIONS</b></p> <p>The Lessor shall assume full financial and operational responsibility for the installation, servicing, maintenance, repair, and replacement of all building equipment and systems detailed below for the entire duration of the lease.</p> <p><b>ALTERNATE ENERGY SUPPLY SYSTEM</b></p> <ul style="list-style-type: none"> <li><b>Scope:</b> The Bidder shall install, maintain, and service the alternate energy supply system.</li> </ul> <p><b>HEALTH AND SAFETY EQUIPMENT</b></p> <ul style="list-style-type: none"> <li><b>Scope:</b> The Bidder shall maintain and service all building health and safety equipment and systems.</li> <li><b>Inclusions:</b> This includes, but is not limited to: fire extinguishers, fire hoses, fire alarm systems, fire sprinkler systems, smoke detector systems, and access control systems.</li> </ul> <p><b>HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)</b></p> <ul style="list-style-type: none"> <li><b>Installation:</b> The Bidder shall install a fully decentralized HVAC system upon completion of the fit-out.</li> <li><b>Funding:</b> The cost of system decentralization, including the supply and installation of any additional air-conditioning units, shall be funded through the Tenant Installation Allowance.</li> <li><b>Maintenance:</b> All ongoing repair and replacement costs for the HVAC system shall be borne entirely by the Bidder.</li> </ul> <p><b>ELEVATORS AND ESCALATORS</b></p> <ul style="list-style-type: none"> <li><b>Scope:</b> The Bidder shall maintain and service all elevators and escalators within the building.</li> </ul> <p><b>NOTE:</b><br/>Maintenance and servicing costs will form part of the bidders Operational Cost that must be specified in Annexure A: Pricing Schedule.</p> | <p><b>YES</b></p> <input type="checkbox"/> | <p><b>NO</b></p> <input type="checkbox"/> | <div>5</div> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                            |                                           |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------|--------------|
| <b>7. Tenant Installation Allowance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |                                           |              |
| <p><b>The bidder agrees to provide a Tenant Installation Allowance of an amount equal to one month's gross rent for every year of the lease term.</b></p> <p>The HWSETA reserves the right to view the invoices received by the bidder for the fit out of the premises.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>YES</b></p> <input type="checkbox"/> | <p><b>NO</b></p> <input type="checkbox"/> |              |
| <b>8. Fit-Out</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                           |              |
| <p><b>The landlord will hire a professional team to complete the internal fit-out of the office premises. All fees for this team and all fit-out costs will be deducted from the Tenant Installation Allowance.</b></p> <p><b>The team's responsibilities include, but are not limited to, the following activities:</b></p> <ul style="list-style-type: none"> <li>• Layout designs and detailed spatial planning.</li> <li>• Core drilling for network cables where required.</li> <li>• Supply and installation of HVAC systems.</li> <li>• Securing the necessary municipal approvals.</li> <li>• Ensuring that the fit-out of the premises is compliant with all South African Statutory Regulations and Acts.</li> <li>• Ensuring that the fit-out requirements is to the satisfaction of the HWSETA.</li> <li>• Providing a complete turnkey solution.</li> </ul> | <p><b>YES</b></p> <input type="checkbox"/> | <p><b>NO</b></p> <input type="checkbox"/> |              |
| <b>9. Documents / Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                           |              |
| <ul style="list-style-type: none"> <li>• A copy of the title deed to prove ownership of the property must be submitted.</li> <li>• If the bidder is an agent, a formal Power of Attorney or Letter of Authority, signed by the property owner must be submitted.</li> <li>• Certificate of Occupancy.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>YES</b></p> <input type="checkbox"/> | <p><b>NO</b></p> <input type="checkbox"/> |              |
| <b>10. Pricing Schedule</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                            |                                           |              |
| <p>A fully completed Annexure A: Pricing Schedule must be submitted. Additional information may be attached to the Pricing Schedule template. Failure to complete the attached template shall lead to disqualification.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>YES</b></p> <input type="checkbox"/> | <p><b>NO</b></p> <input type="checkbox"/> | <div>6</div> |

TABLE 2: TECHNICAL & FUNCTIONAL REQUIREMENTS. CRITERIA 11 – 14.

INSTRUCTIONS:

The bidder is required to complete Table 2, which details the remaining 4 (four) technical & functional requirements of the bid. In the column titled “THE BIDDER TO INDICATE LEVEL OF COMPLIANCE TO THE BELOW REQUIREMENTS BY ALLOCATING HIM / HERSELF POINTS ACCORDING TO THE POINTS SCHEME”, the points allocated by the bidder, is a declaration that the said requirement is being provided, or, where applicable, a commitment that the said requirement will be provided, as per the respective criteria. **NON-ALLOCATION OF POINTS BY THE BIDDER WILL UNFORTUNATELY RESULT IN A ZERO SCORE.**

| TABLE 2                                                                                                                                                                  |                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TECHNICAL & FUNCTIONAL REQUIREMENTS<br>(POINTS ALLOCATION)                                                                                                               | *THE BIDDER TO INDICATE LEVEL<br>OF COMPLIANCE TO THE<br>BELOW REQUIREMENTS BY<br>ALLOCATING HIM /<br>HERSELF POINTS<br>ACCORDING TO THE<br>POINTS SCHEME. NON-<br>ALLOCATION OF POINTS<br>BY THE BIDDER WILL<br>UNFORTUNATELY<br>RESULT IN A ZERO<br>SCORE. |
| 11. Office Space Location                                                                                                                                                |                                                                                                                                                                                                                                                              |
| <ul style="list-style-type: none"><li>Office space on the ground floor = 25 points</li><li>Office space on a floor, other than on the ground floor = 20 points</li></ul> | Points: _____                                                                                                                                                                                                                                                |
| 12. Food and Beverage Area                                                                                                                                               | <div>7</div>                                                                                                                                                                                                                                                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <ul style="list-style-type: none"> <li>• Minimum one fully fitted kitchen/or food and beverage area, (approximately 30-40m<sup>2</sup>). The food and beverage area must have built in cabinets, a sink with hot and cold-water supply and at least three electrical plug points = <b>25 points</b></li> <li>• The proposed office space does not have, or partially complies with minimum one fully fitted kitchen/or food and beverage area (approximately 30-40m<sup>2</sup>) with built in cabinets, a sink with hot and cold-water supply and at least three electrical plug points <b>however</b>, the bidder agrees to construct a food and beverage area with the said requirements to the satisfaction of the HWSETA within a time frame negotiated with the HWSETA (the cost forms part of the Tenant Installation Allowance) = <b>20 points</b></li> </ul> <p><b>Non-acceptance by the bidder to provide this requirement, or non-allocation of points by the bidder, will result in a zero score.</b></p> | <p>Points: _____</p> |
| <p><b>13. Parking security</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |
| <ul style="list-style-type: none"> <li>• Access controlled staff parking area AND digital camera surveillance and recording over the allocated parking area = <b>25 points</b></li> <li>• The staff parking area is not access controlled and/or there is no digital camera surveillance and recording over the allocated parking area, <b>however</b>, the bidder agrees to construct an access-controlled parking area and install digital camera surveillance and recording system over the allocated parking area within a time frame negotiated with the HWSETA (the cost forms part of the Tenant Installation Allowance) = <b>20 points</b></li> </ul> <p><b>Non-acceptance by the bidder to provide this requirement, or non-allocation of points by the bidder, will result in a zero score.</b></p>                                                                                                                                                                                                         | <p>Points: _____</p> |
| <p><b>14. Building security</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |
| <ul style="list-style-type: none"> <li>• A security guard on duty 24-hours for the duration of the lease AND digital camera surveillance and recording system at entry and exit points into the building = <b>25 points</b></li> <li>• There is no 24-hour security guard and/or no digital camera surveillance and recording system at entry and exit points into the building, <b>however</b>, the bidder agrees at his/her cost to provide a security guard on duty 24-hours for the duration of the lease and to install a digital camera surveillance and recording system at entry and exit points into the building within a time frame negotiated with the HWSETA = <b>20 points</b></li> </ul> <p><b>Non-acceptance by the bidder to provide this requirement, or non-allocation of points by the bidder, will result in a zero score.</b></p>                                                                                                                                                               | <p>Points: _____</p> |

| POINTS ALLOCATION                                                                |     |
|----------------------------------------------------------------------------------|-----|
| Points required to qualify for evaluation in Phase 3: Site Evaluation/Inspection | 80  |
| Total points for Technical & Functional evaluation.                              | 100 |

**NOTE:**  
**INFORMATION PROVIDED IN TABLE 1 AND TABLE 2 WILL BE VERIFIED AT THE SITE EVALUATION / INSPECTION. IF THE INFORMATION IS FOUND NON-COMPLIANT THE BID WILL UNFORTUNATELY NOT BE CONSIDERED FURTHER.**

## SECTION 4: PHASE 3 - SITE EVALUATION / INSPECTION CHECKLIST

In Phase 3: Site Evaluation/Inspection, bidders are required to achieve 80 points out of 100 to qualify for evaluation in Phase 4: Price and HWSETA specific goals.

**The table below is for information purposes only. The bidder is not required to complete the table as this will be completed and scored by the HWSETA.**

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

| CRITERION                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MAXIMUM<br>TO BE<br>AWARDED |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>1. CONDITION OF THE EXTERIOR AND INTERIOR OF THE BUILDING</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25                          |
| <b>Exterior condition.</b><br><br>Areas to be assessed include, but not limited to: | <ul style="list-style-type: none"> <li>• No sign of cracks and damage on exterior walls = 5 points.<br/>Some level of cracks and damage on exterior walls = 4 points.<br/>High level of cracks and damage on exterior walls = 0</li> <li>• No sign of cracks on windows and doors = 5 points.<br/>Some level of cracks on windows and doors = 4 points.<br/>High level of cracks on windows and doors = 0</li> <li>• No sign of water damage = 5 points.<br/>Some level of water damage = 4 points.<br/>High level of water damage = 0</li> </ul> |                             |
| <b>Interior condition.</b><br><br>Areas to be assessed include, but not limited to: | <ul style="list-style-type: none"> <li>• No sign of cracks and damage on walls and ceilings = 5 points.<br/>Some level of cracks and damage on walls and ceilings = 4 points.<br/>High level of cracks and damage on walls and ceilings = 0</li> <li>• No sign of water damage = 5 points.<br/>Some level of water damage = 4 points.<br/>High level of water damage = 0</li> </ul>                                                                                                                                                               |                             |
| <b>2. ACCESSIBILITY AND VISIBILITY</b>                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25                          |
| Areas to be assessed include, but not limited to:                                   | <ul style="list-style-type: none"> <li>• Pace at which vehicles easily enter and or exit the property (5 points).</li> <li>• Local road infrastructure access to provincial main roads (5 points).</li> <li>• Proximity to public transport modes (5 points).</li> <li>• Proximity to food and beverage services (5 points).</li> </ul>                                                                                                                                                                                                           | 10                          |

|                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                                                               | <ul style="list-style-type: none"> <li>• Visibility and location of the building from the main road (5 points).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                          |            |
| <b>3. BUILDINGS ENVIRONMENT AND SURROUNDING AREAS</b>                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>25</b>  |
| Areas to be assessed include, but not limited to:                                             | <ul style="list-style-type: none"> <li>• The condition of the building's environment and surrounding properties (15 points).</li> <li>• The level of environmental noise (10 points).</li> </ul>                                                                                                                                                                                                                                                                                                                    |            |
| <b>4. SAFETY AND HEALTH</b>                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>25</b>  |
| Areas to be assessed include, but not limited to:                                             | <ul style="list-style-type: none"> <li>• Availability and demarcation of disability friendly access into and in the building (5 points).</li> <li>• Availability and demarcation of disability friendly and gender specific toilet/s (4 points).</li> <li>• Adequate natural light and natural ventilation (4 points).</li> <li>• Fire extinguishers present with valid dates (4 points).</li> <li>• Fire exits signage displayed (4 points).</li> <li>• Emergency evacuation plan displayed (4 points).</li> </ul> |            |
| <b>Points required to qualify for evaluation in Phase 4: Price and HWSETA specific goals.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>80</b>  |
| <b>Total points for Site Evaluation/Inspection</b>                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>100</b> |

## SECTION 5: PHASE 4 - PRICE AND HWSETA SPECIFIC GOALS

All proposals submitted will be evaluated in accordance with either the 80/20 or 90/10 preference point system where the lowest acceptable tender will be used to determine the applicable preference point system.

# ANNEXURE A: PRICING SCHEDULE

The bidder is required to price on the following (in Rand value were applicable), as per the proposed lease agreement.

TOTAL FLOOR SPACE (GLA): \_\_\_\_\_ m² (square metres)

(FLOOR RENTAL) COST PER SQUARE METRE: R \_\_\_\_\_ (including VAT)

(PARKING RENTAL) COST PER PARKING BAY: R \_\_\_\_\_ (including VAT)

ESCALATION PER ANNUM: \_\_\_\_\_ % (percentage)

TENANT INSTALLATION ALLOWANCE: R \_\_\_\_\_ (including VAT).

| YEAR 1         | NET COST | VAT@15% | TOTAL COST |
|----------------|----------|---------|------------|
| FLOOR RENTAL   |          |         |            |
| PARKING RENTAL |          |         |            |
| OPERATING COST |          |         |            |

| YEAR 2         | NET COST | VAT@15% | TOTAL COST |
|----------------|----------|---------|------------|
| FLOOR RENTAL   |          |         |            |
| PARKING RENTAL |          |         |            |
| OPERATING COST |          |         |            |

| YEAR 3         | NET COST | VAT@15% | TOTAL COST |
|----------------|----------|---------|------------|
| FLOOR RENTAL   |          |         |            |
| PARKING RENTAL |          |         |            |
| OPERATING COST |          |         |            |

| YEAR 4         | NET COST | VAT@15% | TOTAL COST |
|----------------|----------|---------|------------|
| FLOOR RENTAL   |          |         |            |
| PARKING RENTAL |          |         |            |
| OPERATING COST |          |         |            |

| TOTAL NET COST | VAT@15% | * TOTAL COST |
|----------------|---------|--------------|
|                |         |              |

Please list in the table below what costs are covered under Operating Costs.

|     | OPERATING COST BREAKDOWN |
|-----|--------------------------|
| No. | DESCRIPTION              |
| 1   |                          |
| 2   |                          |
| 3   |                          |
| 4   |                          |
| 5   |                          |
| 6   |                          |
| 7   |                          |
| 8   |                          |
| 9   |                          |
| 10  |                          |
| 11  |                          |
| 12  |                          |
| 13  |                          |
| 14  |                          |
| 15  |                          |

LANDLORD OR DULY AUTHORIZED REPRESENTATIVE:

NAME: \_\_\_\_\_

13

SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

