South African National Energy Development Institute

# APPOINTMENT OF A PANEL OF ENERGY SERVICES COMPANIES (ESCOs) / REGISTERED EPC PROFESSIONALS FOR ENERGY AUDITS, ISSUANCE OF ENERGY PERFORMANCE CERTIFICATES (EPCs), AND GRADUATE MENTORSHIP FOR A PERIOD OF 36 MONTHS

**Closing date:** **10 December 2026**

**Time:** **11:00**

**Submission format: Electronic submission to 0526.procurement@sanedi.org.za**

**Name of the respondent: ……**

**Late bids will not be accepted for consideration.**

**Disclaimer:**

- **SANEDI has not appointed external consultants to liaise with bidders on any matter. All queries regarding this bid must be submitted in writing to the Supply Chain Management Unit of SANEDI.**

- **SANEDI issues this invitation for bids in good faith; however, it reserves the right to:**
  - **Appoint more than one service provider, if required.**
  - **Cancel or delay the selection process at any time, without explanation.**
  - **Not select any of the respondents to this bid invitation, without explanation.**
  - **Exclude certain services, without explanation.**
- **SANEDI has zero tolerance for fraudulent or corrupt activities.**
- **Any attempt by SANEDI employees to solicit bribes from bidders is unlawful and must be reported immediately.**
- **If a bribe is paid, SANEDI will not be liable for any financial loss, as no SANEDI employee or committee member may request payment to influence a bid outcome.**
- **Fraud, bribery, and corruption are unlawful, and SANEDI will disqualify any bidder found to be involved from further consideration in the tender process.**
- **A contract will only be valid once reduced to writing and signed by the designated responsible person of both parties. At SANEDI, this is the Chief Executive Officer or his/her duly authorised delegate.**

**BID DETAILS**

| | |
|---|---|
| Bid Title | APPOINTMENT OF A PANEL OF ENERGY SERVICES COMPANIES (ESCOs) / REGISTERED EPC PROFESSIONALS FOR ENERGY AUDITS, ISSUANCE OF ENERGY PERFORMANCE CERTIFICATES (EPCs), AND GRADUATE MENTORSHIP FOR A PERIOD OF 36 MONTHS |
| Procurement Reference Number | **0526** |
| Date of TENDER | **12 November 2026** |
| Compulsory Briefing Session | **YES** |
| Date of Tender CLOSING | **10 December 2026 at 11:00am** |

**CONTACT INFORMATION**

Any enquiries regarding the bidding procedure may be directed to:

Supply Chain Management
Telephone: 011 038 4300
E-mail: **enquiries.procurement@sanedi.org.za**

**BIDDER'S DETAILS**

NAME OF BIDDER ……

POSTAL ADDRESS ……

STREET ADDRESS ……

CONTACT PERSON ……

TELEPHONE NUMBER Code …… Number ……

CELL PHONE NUMBER Code …… Number ……

FACSIMILE NUMBER Code …… .Number ……

E-MAIL ADDRESS ……

**Signature of Bidder …….. Date ……..**

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## 1. Notice And Invitation to Submit Proposals

**The SOUTH AFRICAN NATIONAL ENERGY DEVELOPMENT INSTITUTE** invites suitably qualified and experienced service providers to submit priced proposals for the supply of goods and services as indicated in the Scope of Works herein.

SANEDI is a research and development entity established as a juristic person in terms of the Energy Act, Act 34 of 2008. SANEDI' key focus areas are research and development into new energy technologies and energy efficiency.

Respondents must comply with the terms and conditions as specified in this Bid Document either in their singular capacity or as part of a Joint Venture or consortium.

Potentially emerging enterprises and SMME's who satisfy criteria stated in the Submission Data may submit proposals

**Only respondents who submit fully completed priced proposals incorporating all Returnable Schedules duly complete and signed will be eligible to have their submissions evaluated**

Queries relating to the issue of these documents may be addressed to

Supply Chain Management

Telephone: 011 038 4300

E-Mail: **enquiries.procurement@sanedi.org.za**

The closing time for receipt of Proposals is at:

**11h00am on Friday the 10th December 2026**

## 2. Submission Data – Specific Conditions of Contract.

| | |
|---|---|
| **1.** | **The Employer**<br><br>The Employer is SANEDI and is referred to as the CLIENT or EMPLOYER. |
| **2.** | Composition of Bid Document<br><br>The Call for Proposals, the price quotation and the Enterprises responding submission documents forms part of a BID DOCUMENT and may be referred to such further herein.<br><br>The documents associated with the calling for Proposals issued by the employer comprise:<br><br>Submission Criteria<br>• Notice and Invitation to Submit a Quotation<br>• Submission Data – Specific Conditions of Contract<br>• Evaluation Criteria and Scoring<br>• Central Supplier Database (CSD) summary report<br><br>Returnable Schedules<br><br>• Technical Proposal & Methodology Statements<br>• Specific Goals Declaration<br>• Declaration of Interest<br>• Certificate of Acceptance – General Conditions of Contract<br>• Certificate of Attendance – Tender Clarification Meeting<br>• Pricing Schedule / Schedule of Rates<br>• Form of Tender<br><br>**Only respondents who submit fully completed Proposals incorporating all Returnable Schedules duly complete and signed will be eligible to have their submissions evaluated** |
| **3.** | **Bid Clarification Meeting**<br>Address for Compulsory Briefing Below:<br><br>Compulsory briefing:<br><br>Microsoft Teams meeting<br>Join: https://teams.microsoft.com/meet/3323767291128555?p=NZcktWlS7D5kUFN6Aj<br>Meeting ID: 332 376 729 112 855 5<br>Passcode: G5VU9FV9<br><br>Date: 23 November 2026<br>Time: 12:00 to 13:30.<br>Venue: Online ( Microsoft Teams) |

| | |
|---|---|
| **4.** | **ELECTRONIC RETURN OF SUBMISSIONS AND NO MANUAL SUBMISSION WILL BE ACCEPTED.**<br><br>Submissions / Bid Documents may be returned to the CLIENT by means of Electronic Submissions via E-Mail. The Submission E-Mail address designated is **0526.procurement@sanedi.org.za**<br><br>The Bidder shall ensure that the Bid Documents Returnable Schedules together with all Statutory Returns are duly completed, signed and scanned and uploaded to the designated E-mail address in a lock PDF format file.<br><br>Documents transmitted in an editable format will be regarded as non-returns and may render the submission unresponsive. Telephonic, telegraphic, telex, facsimile submissions offers will not be accepted.<br><br>The size limits for SANEDI Email is **20 MB.** Bidders may submit more than one E-mail. Service providers should avoid sending links as this may lead to disqualification if the link fails to open |
| **5.** | The closing time for submissions is as stated in the Notice and Invitation to Submit a Proposal Quotation, in the manner specified is<br><br>**Closing date: Thursday, 10 December 2026 at 11h00**<br><br>NO Late submissions, or submissions not deposited in the designated e-mail address will be considered, and it is incumbent on the Bidder to ensure that their submission together with all supporting documentation is in the designated e-mail address before the closing Time and date specified. |
| **6.** | The Bidder holds SANEDI harmless and indemnifies SANEDI in the event of any failure that prevents or delays the bid submission from being in the designated Tender Box/email address at the time of Bid Closure.<br><br>Bidders are prohibited from using SANEDI Staff acting as their couriers, agents or delivery mediums to deposit bids in the tender box, and the bidder acknowledges that the use of SANEDI staff in this way will immediately disqualify their tender submission.<br><br>It is the sole responsibility of the bidder to ensure that the documents submitted via PDF format are not corrupt and that any corrupt documents received by the closing date will be automatically excluded from being evaluated. |
| **7.** | **Information and data to be completed in all respects**<br>Accept that Bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.<br><br>Accept that the Employer shall not assume any responsibility for the misplacement or Premature opening of the tender offer if the Bid is not submitted in the required format and clearly marked with the bid reference and placed in the designated tender box before bid closing. |

| | |
|---|---|
| **8.** | SANEDI reserves the right to rotate suppliers according to SANEDI's rotation policy. |
| **9.** | SANEDI reserves the right to independently verify Information that is submitted by the bidder. |
| **10.** | Bidders are prohibited and will be disqualified if they share resources amongst themselves for the same tender e.g. the proposed team member of company "A" is also a team member of company "B". |

## 3. Scope Of Works/Technical Specifications

### 3.1 Purpose

3.1 The purpose of this Terms of Reference is to appoint a panel of suitably qualified Energy Services Companies ESCO's/registered EPC Professionals for issuing of Energy Performance Certificates (EPCs) for the buildings belonging to the Department of Public Works and Infrastructure (DPWI) across five (5) regions and supporting EPC skills development of internships placed at the DPWI regions under the SANEDI/EWSETA agreement over a period of thirty-six (36) months.

### 3.2 Background

2.1 The Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings were gazetted on 8 December 2020 and amended on 25 November 2022.

2.2 The EPCs are mandatory for private sector, non-residential buildings with a total net floor area of 2000m² and more for privately owned buildings, and government owned, occupied, or operated buildings of 1000 m² and more. These EPCs must be displayed at the main entrance of a building; and a certified copy of the EPC must be submitted by the building owner/accounting officer to the South African National Energy Development Institute (SANEDI) within 3 months from the date the EPC is issued.

2.3 Moreover, the issuing of the Energy Performance Certificates for buildings requires accurate and reliable building energy consumption and activity data that will also be included in the National Building Energy Performance Register (NBEPR) maintained by the South African National Energy Development Institute (SANEDI). The energy performance of a building is measured in terms of kilowatt-hours per square meter, per annum (kWh/m2/a) of net floor area in accordance SANS 1544 for energy performance of buildings.

2.4 Building owners, including DPWI, are required to register qualifying non-residential buildings with the National Buildings Energy Performance Register (NBEPR) and issue EPCs to demonstrate compliance.

2.5 It is against this background that SANEDI on behalf of the Department of Public Works and Infrastructure (DPWI) would like to invite competent and suitably qualifying registered EPC Professionals to submit proposals to be appointed in a panel that will issue Energy Performance Certificates for selected government buildings with collection and validation of the required building information and energy data as well as technical support of EPC skills development of internships placed at the DPWI regions under the SANEDI/EWSETA agreement .

2.6 As part of the EPC compliance process, DPWI wishes to determine its energy consumption baseline and collect building and energy-use data across its portfolio. Through the EPC audit and certification programme, DPWI aims to comply with SANS 1544, reduce its electricity bill through optimised energy use, improve service delivery, and reduce greenhouse gas emissions. The appointed service provider will conduct energy audits and issue EPCs for the buildings listed in Annexure A, together with an assessment report capturing the methodology, assumptions and calculations used per building, and a close-out report. The Department of Public Works & Infrastructure reserves the rights to

substitute buildings indicated in the list.

2.7 DPWI is responsible for public infrastructure and government property management, while DEE provides leadership in energy planning, energy policy coordination and electricity security. These mandates create opportunities for collaboration on energy efficiency and sustainable building management

### 3.3 Project objectives

**3.3.1** The appointed panel of ESCOs/ registered EPC Professionals will verify and conduct Energy Performance Assessments in accordance with SANS 1544 using energy data collected, and thereafter issue EPCs to the selected buildings, while simultaneously mentoring and training EPC skills development graduates. Key specific objectives include

a. Introduce and comply with mandatory requirements for the display of EPCs in State-owned non-residential buildings

a. Train EPC skills development graduates as energy auditors, equipping them with the practical skills necessary for registration as individual EPC Professionals or future employment within ESCOs;

b. Issue EPCs using the following categories of audit data: description of the building (location, class, building plans, electrical SLDs, gross/net floor area, number of floors, area per occupant); building occupation, tenancy and exclusion areas; and collection of electrical, liquid fuel, gas and solid fuel energy usage data (annual consumption, source of data, metering/billing data, embedded generation).

c. Rate buildings according to energy consumed per square metre, enabling DPWI to identify energy efficiency interventions that reduce cost and may increase asset value;

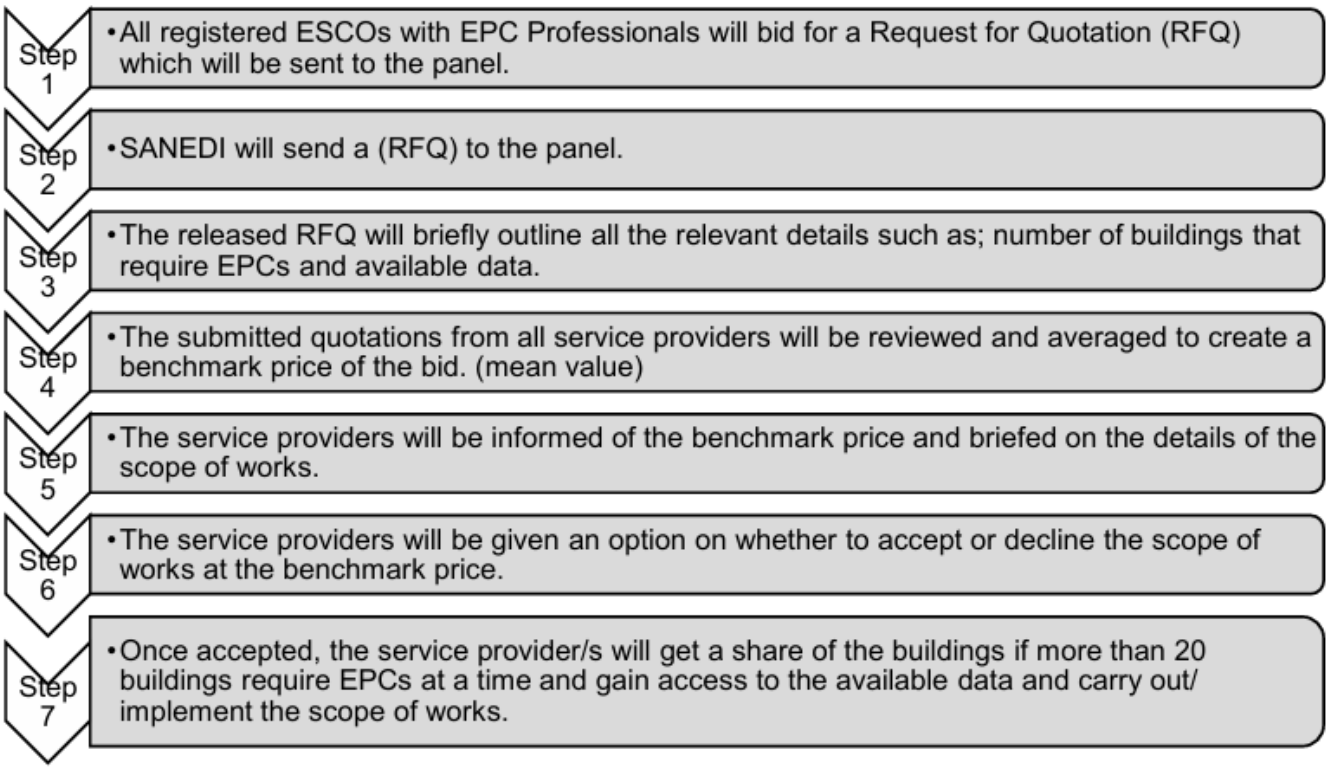
d. Provide structured mentorship, supervision and practical guidance to graduates, and to encourage retention and active participation;

e. Prepare graduates for future employment in energy services or for establishing their own ESCOs, while strengthening host ESCOs' capacity to integrate new talent into energy efficiency and building performance initiatives;

### 3.4 Model For The Panel

4.1 The graduates deployed under the EPC Skills Development and Training Programme require structured, on-site mentorship to apply theoretical knowledge to practical energy-audit tasks. DPWI has determined that the most effective and cost-efficient delivery model is to appoint a panel of ESCOs/ registered EPC Professionals to perform two integrated functions under a single panel arrangement:
a. The technical delivery of energy audits and issuance of EPCs across the buildings identified in **Annexure A**
b. the structured mentorship, on-the-job training to the EPC Skills Development graduates who assist with audit work under the appointed panel member's technical oversight.

The following model will be applied for the appointed panel service providers:




4.2 DPWI will provide access to its public buildings to facilitate this combined practical training and audit delivery. A panel model, rather than a single appointment, is used because it allows work to be apportioned across multiple qualifying providers according to the volume of buildings requiring audits, and allows DPWI/SANEDI to benchmark and drive down costs across providers, consistent with SANEDI's existing panel model for registered EPC Professionals

4.3 As and when energy audit and EPC work is required for specific buildings or building clusters, a Request for Quotation (RFQ)/task order will be issued to some or all panel members, depending on the number of buildings, panel members' available capacity, and their assigned region.

4.4 Each RFQ/task order will similarly specify the number of EPC Skills Development graduates to be mentored, trained and supported by the responding panel member for that phase of work

4.5 Panel members will submit a quote per RFQ/task order; DPWI/SANEDI will apply cost benchmarking (see Conditions of this Terms of Reference) before confirming appointment for that task order.

4.6 This model allows SANEDI to scale delivery across its full building portfolio and multiple regions concurrently, while maintaining consistent technical and mentorship standards across all panel members.

4.7 CONDITIONS OF THIS TERMS OF REFERENCE

4.7.1 All ESCOs must have at least one registered EPC Professionals; all individual EPC Professionals are required to submit their registration letter prior to joining the panel.

4.7.2 Benchmarking of costs will be used to drive down costs for DPWI. Panel members will be given the opportunity to accept or decline the benchmark rate for a given RFQ/task order; a panel member that declines a benchmarked rate will not be allocated that task order, and the next-ranked panel member may be approached.

4.7.3 An RFQ/task order may be apportioned to several panel members concurrently, depending on the number of buildings and graduates requiring support in a given phase.

4.7.4 Panel members are prohibited from subcontracting other professionals under this ToR, to protect cost control and ensure accountable, first-hand delivery of both the audit and mentorship functions.

4.7.5 Graduate mentorship obligations will apply proportionately to the number of graduates allocated to each panel member per task order.

4.7.6 The maximum ratio of mentor to mentee is one Mentor/ registered EPC Professional to five mentees/EPC Skills Development graduates.

## 3.5 Scope of works

3.1 Energy Audits and EPC Issuance
3.1.1 Schedule of Buildings: The buildings in scope for this Cluster are listed in Annexure A: Schedule of Buildings (attached separately). DPWI reserves the right to substitute a building with other buildings from the same region during project planning, and after the appointment of service provider from the Annexure A list. Building Name Street Name City/Town [See Annexure A] Province/Region Occupancy Class
3.1.2 ESCO/Registered EPC professional Functions:
• Submit an Inception Report with a completed work plan, agreed milestones and due dates, and a detailed project approach and methodology.
• Conduct technical oversight of EPC Skills Development graduates, including assessment and review of data collected by the graduates recruits for EPC certification purposes;
• Must collect energy and building data to a registered EPC professional for issuance of EPCs, at the ESCO's cost where applicable.
• Interaction with the municipalities where required. DPWI will issue a mandate/ power of attorney to facilitate the process.
• Security screening will be conducted.
• Develop and present a close-out report with recommended energy efficiency interventions.
• Provide and issue a valid EPC for each building in accordance with SANS 1544 and the EPC Regulations, including obtaining the correct certificate number from SANEDI, providing a digital PDF version in the prescribed template, and printing and displaying a physical copy at the relevant building.
• Provide EPC assessment report for each building.
• Avail registered EPC Professionals as mentors, Mentors to participate in the Mentor Training provided by the EPC Skills Programme.
3.2 Graduate Mentorship, Training and Development
3.2.1 Graduate Mentorship: The ESCO must assign qualified registered EPC professionals mentors to supervise graduates during both fieldwork and office-based EPC tasks. Mentors will develop individual mentorship plans aligned with programme objectives, conduct regular assessments, and provide structured feedback, with a strong emphasis on ethical conduct, safety and professional development. The ESCO must maintain the attendance register and log book for each graduate.
3.2.2 On-the-Job Training: Graduates will gain practical experience at the public buildings listed in Annexure A. The ESCO will guide graduates in energy data collection and validation; floor area measurement and verification; preparation of building registration documents and EPC reports; and operational procedures, client engagement and energy efficiency improvement initiatives.
3.2.3 Tools of Trade: The tools of trade required for graduates to perform their duties will be provided as part of the programme. These may include, but are not limited to energy measurement equipment (meters and sensors), GIS mapping software and licences, personal protective equipment (PPE) for site inspections, and reporting templates and documentation tools. The ESCO/ Registered EPC professional shall ensure the proper use, maintenance, safekeeping and accountability of all tools of trade issued to graduates and shall report on their status as part of the programme reporting
3.2.4 Stipend Payments: Stipends will be paid by the Department of Public Works and Infrastructure (DPWI) and the Energy and Water Sector Education and Training Authority (EWSETA), in accordance with the approved programme funding arrangements. The South African National Energy Development Institute (SANEDI) shall facilitate the stipend payment process through the approved payroll system. The ESCO/Registered EPC professional shall provide SANEDI with accurate participant information and any supporting documentation required to facilitate the processing of stipend payments and shall maintain accurate participant records for reporting purposes. Stipend payment records, where applicable, shall be included in the quarterly reports.

## 4. Project Outputs/Deliverables

4.1 The appointed service provider will perform and be responsible for producing::
4.1.1 Energy Performance Technical Audit & Inspection Report, covering: energy consumption baseline and performance for the past 12 months; energy performance, location, condition and occupancy of building lighting/power infrastructure; design and specification of building energy usage per SANS 1544, SANS 204 and SANS 10400-XA; scoping, methodology and EPC project plan; and timeframes/milestones for the 6-month audit phase.
4.1.2 Data Analysis Report, assessing the accuracy of electricity billing data, metered data (per SANS 474: 2006/NRS 057: 2005), fuel usage data (orders, invoices, delivery notes) and building plans.
4.1.3 Comprehensive EPC Building Audits (Energy & Compliance Audits) for each building, with a body of evidence on data sourcing per building.
4.1.4 Issuance of Energy Performance Certificates — digital (PDF, prescribed template) and physical (printed and displayed at each building).
4.1.5 Issuance of EPC assessment report for each building.
4.1.6 Close-out report with recommended energy efficiency interventions
4.1.7 Individual graduate mentorship plans and quarterly graduate mentorship reports.

## 5. Duration of the Panel

5.1 The overall panel contract shall run for 36 months from the effective date, structured into sequential building-cluster phases. The energy audit and EPC issuance phase for each cluster of buildings (as per Annexure A) shall be completed within 6 months of activation.

5.2 Graduate mentorship, on-the-job training provision shall run continuously for the full 36-month contract term, aligned with successive cluster rollouts, with the possibility of extension based on performance and programme needs.

## 6. Reporting

6.1 The appointed Service Provider(s) will work closely with, and report directly to, the Project Manager assigned within the region(s).
6.2 The appointed Service Provider(s) will submit the achieved deliverables to the Project Manager on a monthly basis.
6.3 All resulting reports and data shall be delivered in, (i) electronic format, and (ii) in hard copies. All draft and final reports shall be printed in full colour. The reporting language is English. All documents and copyrights, including data and databases developed during the process, will remain the intellectual property of SANEDI.
6.4 All drafts and final reports shall be submitted in full to the Project Manager and should be edited, completed, and presented in their final versions.

## 7. PAYMENTS

7.1.1 Payment will be based on the achievement of the deliverables and in line with the approved payment schedule.
7.1.2 Payment will only be made within 30 days in accordance with the delivery of services that will be agreed upon by both parties and upon receipt of an original invoice.

### 7.1 PROJECT EXECUTION PLAN

7.1 The service provider is required to provide a detailed proposed Project Execution Plan indicating intermediate and final outputs and identified timeframes/milestones for both the audit/EPC workstream and the graduate mentorship workstream.

7.2 A clear methodology and approach must outline how the planned work will be carried out per phase or deliverable, including project management arrangements. The successful service provider will be required to present its Project Execution Plan and detailed work plans, including the timetable for key deliverables.

## 8. TECHNICAL EVALUATION CRITERIA

Bidders will be evaluated using the below criteria:

Bidders that achieve the minimum functionality threshold of 70% will proceed to be evaluated for price and B-BBEE preference points in accordance with the Preferential Procurement Policy Framework Act (PPPFA) and its Regulations, using the 80/20] preference point system.

Prerequisite:

| | |
|---|---|
| **Registered EPC Professional with SANEDI** | **YES/N0** |
| | |

***NB: If the bidder has not a registered EPC Professional with SANEDI they will be disqualified. Bidders to provide certified copies of registration.***

| No. | Criteria | Score (0-5) | Weights |
|---|---|---|---|
| 1 | **Experience of the ESCO/registered EPC professional/s**<br>Service provider/s should demonstrate in years of experience in energy audits, EPCs, or building energy assessments. **Provide a C.V** of the registered EPC Professional. | 5 = 4 years or more experience<br>4 = 3 years of experience<br>3 = 2 years of experience<br>2 = 1 years of experience<br>1 = Less than one year experience<br>0 = No experience | 20 |
| 2 | **Qualifications of ESCO/registered EPC professional**<br><br>Project Leader of Service provider/s should at least have a national accredited qualification in Engineering or Energy Management or Property Studies Energy studies or Architecture or Quantity Surveying or Construction Management. **Provide certified copies** of qualifications. | 5 = Honours Degree and above<br>4 = Bachelor's Degree or equivalent<br>3 = Diploma<br>2 = Certificate (N5)<br>1 = Certificate (N4) and below<br>0 = No Qualifications | 10 |
| 3 | CVs of **Additional team members** attached indicating the years' experience in conducting energy audits, EPCs, or building energy assessments. **Provide C.Vs** of the additional team members.<br><br>The additional members will be scored using the average of at least two additional team members. For bidders with one additional team, they will be scored at half the demonstrated years of experience, i.e., if one additional member has 8 years, they will be scored for 4 years | 5 = Average 5 years or more experience<br>4 = Average 4 years of experience<br>3 = Average 3 years of experience<br>2 = Average 2 years of experience<br>1 = Average 1 years of experience<br>0 = No experience | 10 |
| 4 | **Reference letters**<br>Reference letter of previous work must be in the client's letterhead indicating related work conducted, contact details and duly signed by person in authority | 5 = 5 and more reference letters<br>4 = 4 reference letters<br>3 = 3 reference letters<br>2 = 2 reference letters<br>1 = 1 reference letter<br>0 = No reference letters | 15 |
| 5 | **Project plan and methodology**<br>Detailed methodology, approach and plan on how the required services will be provided based on the following aspects: | **5** = Methodology covering all above aspects. | 25 |

| | | | |
|---|---|---|---|
| | ▪ Project Execution plan (with clear milestones and timelines).<br>▪ Quality Plan.<br>▪ Risk Plan.<br>▪ Skill transfer plan.<br>▪ Understanding of:<br>a) Approach to Energy Performance Assessments (EPA). (Sources of Energy Data).<br>ii. Understanding and approach to building EPA (Site data collection requirements).<br>a) Understanding and approach to Health & Safety (Risk Management in accordance with the OHS Act). | **4** = Methodology covering 4 aspects.<br>**3** = Methodology covering 3 aspects.<br>**2** = Methodology covering 2 aspects<br>**1** = Methodology covering 1 aspect<br>**0** = No methodology submitted | |
| 6 | Graduate mentorship<br>Graduate mentorship methodology approach and plan on how the required services will be provided based on the following aspects:<br>• Mentorship and Skills transfer<br>• Supervision/assessment approach<br>• Management of tools of trade, supported by evidence of prior graduate/youth development experience | 5 = Methodology covering all above aspects with evidence of prior programme(s)<br>4 = Methodology covering all aspects<br>3 = Methodology covering partial plan or evidence<br>2 = Methodology covering 1 aspect<br>1 = Mentorship approach stated with no supporting evidence<br>0 = not addressed | 20 |
| | **Technical Threshold** | | **70%** |
| | **Total** | | **100%** |

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## 6.1 Bidder's Declaration of Interest

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state?

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |

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

| | | |
|---|---|---|
| | | |
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| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

……

……

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**3.9** There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

**3.10** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

…… ……

Signature Date

SBD 6.1

# 3 Preference Points

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Points applicable:

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

| | **POINTS** |
|---|---|
| Price | 80 |
| Specific Goals | 20 |
| **Total points for price and specific goals** | **100** |

1.5 Failure on the part of a 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.

1.6 SANEDI 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 by the SANEDI.

## 2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

(f) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(g) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(h) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(i) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(k) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(l) "proof of B-BBEE status level of contributor" means:

- B-BBEE Status level certificate issued by an authorized body or person;
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | | | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| | **Total points possible** | **Indicator** | **Points allocated** | |
| B-BBEE Status level of Contributor | 10 | Level 1 | 10 | |
| | | Level 2 | 9 | |
| | | Level 3 | 8 | |
| | | Level 4 | 5 | |
| | | Level 5 | 4 | |
| | | Level 6 | 3 | |
| | | Level 7 | 2 | |
| | | Level 8 | 1 | |
| | | Non-compliant | 0 | |
| Women | 5 | Women Owned 76% - 100% | 100% | |
| | | Women Owned 51% - 75% | 75% | |
| | | Women Owned 26% - 50% | 50% | |
| | | Women Owned 5% - 25% | 25% | |
| | | Women Owned less than 5% - 0% | 0% | |
| Youth | 2.5 | Youth Owned 76% - 100% | 100% | |
| | | Youth Owned 51% - 75% | 75% | |
| | | Youth Owned 26% - 50% | 50% | |
| | | Youth Owned 5% - 25% | 25% | |
| | | Youth Owned less than 5% - 0% | 0% | |
| Persons with Disability | 2.5 | Person with Disability 76% - 100% | 100% | |
| | | Persons with disability 51% - 75% | 75% | |
| | | Persons with disability 26% - 50% | 50% | |
| | | Persons with disability 5% - 25% | 25% | |
| | | Persons with disability less than 5% - 0% | 0% | |
| **TOTAL FOR SPECIFIC GOALS** | **20** | | | |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of the company/firm……

4.4 Company registration number:…….

4.5 TYPE OF COMPANY/FIRM

| **Type of Firm** | **Tick the applicable box here** |
|---|---|
| Partnership/Joint Venture/ Consortium | |
| One-person business/sole propriety | |
| Close corporation | |
| Public Company | |
| Personal Liability Company | |
| (Pty) Limited | |
| Non -Profit Company | |
| State Owned Company | |

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|---|
| | ..... |
| | **SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: | ..... |
| **DATE:** | ..... |
| **ADDRESS**: | ..... |
| | ..... |
| | ..... |
| | ..... |

## 6.2 Certificate of Acceptance – General Conditions of Contract

I, THE UNDERSIGNED (NAME)……

Warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the terms and conditions of contract are acceptable to the enterprise and that such contract will be acceptable to the enterprise should the contract or part thereof be awarded to the enterprise, and that such contract will be signed by the enterprise within 7 days of a request to sign the contract.

Name of Enterprise Bidding: ……

Name of Authorised Representative ……

Signature of Authorised Bidder ……

Date ……

# 6. Pricing Schedule

| **Activities as per the deliverables of the project** | | | | |
|---|---|---|---|---|
| **NAME** | **POSITION IN TEAM** | **HOURLY RATE** | **HOURS** | **COST** |
| **Activity 1** | | | | |
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| Activity 2 | | | | |
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| Activity 3 | | | | |
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| Activity 4 | | | | |
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| Activity 5 | | | | |
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| Activity 6 | | | | |
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| Additional costs | | | | |
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| Total costs (EXCL.) VAT | | | | |
| VAT | | | | |
| Total Cost (INCL.) VAT | | | | |

| | |
|---|---|
| **AMOUNT IN WORDS**<br>To be carried forward to Section 8<br>Form of Tender **BID 0226**<br><br>……<br>SIGNATURE OF BIDDER | |

I confirm that I am duly authorised to sign and certify that the price indicated on the schedule is our bid price submitted

NAME (PRINT) …… CAPACITY ……

SIGNATURE ……

NAME OF FIRM …… DATE ……

## 7. Form of Tender

| | |
|---|---|
| **1.** | **<u>Conditions of Acceptance</u>**<br>▪ The Tenderer is required to complete this FORM of TENDER in every respect, and tenders will not be considered unless this FORM of TENDER is completed in every particular and each page is initialled by the tenderer and fully signed on this page.<br>▪ This Form of Tender shall be completed by the tenderer in black ink and no corrections, use of correcting fluids or any alterations will be permitted.<br>▪ The FORM of TENDER and price schedules shall be stated in South African Rand (ZAR) and the price indicated on the schedules shall be binding on the tenderer, and no exception shall be made for omissions, casting errors or errors of whatsoever nature.<br>▪ Where a tenderer is not returning a price for a line item, or costs associated with that line item are included in another line item, the tendered shall endorse that line item with the words, "No Cost" or "incorporated in Item (N0…..)" whichever being applicable. |
| **2.** | **<u>Confidentiality</u>**<br>All information pertaining to the services acquired by **SANEDI** from the service provider or furnished to the service provider shall be treated as confidential by the service provider and shall not be used or furnished to any other person other than for the purposes of the services without the written Consent of the Accounting Officer unless such information is or later becomes public knowledge, other than by breach of the afore-going. |
| **3.** | The service provider shall ensure that all its officers, employees, agents or subcontractors treat all information relating to the services as confidential. |
| **4.** | The service provider shall ensure that proper security procedures are implemented and maintained to restrict, as far as possible, access to confidential information. The service provider shall ensure that no confidential information is copied or reproduced without prior written approval by the Accounting Officer. |
| **5.** | Failure by the service provider to comply with the provisions of this Clause shall constitute a material breach of the contract and shall constitute a ground for termination of the contract by **SANEDI,** by giving the service provider thirty days' notice. |
| **6.** | **<u>Priced Proposal</u>**<br>The Bid is a **<u>FIXED PRICE PROPOSAL</u>** and clause 48 shall apply. Clause 49 is not applicable. |

| | |
|---|---|
| **7.** | FIXED PRICE PROPOSAL<br>The price quoted in the pricing schedule and returned in the Form of Tender is returned as a FIXED PRICE PROPOSAL valid for a period of contract and is not subject to cost price escalations, foreign currency variation or additionality as agreed in the Conditions of Contract |
| **8.** | The Bidder is advised that SANEDI will remit the appointed service provider directly and shall be required to comply with all remittance requirements stipulated in the Conditions of Contract specific to this appointment. |
| **9.** | The Bidder is advised to plan and provide for all possible risks that may affect the delivery project on time and what mechanisms are in place to manage such risks. |
| **10** | We/I the undersigned, who warrants that they are duly authorised to do so on behalf of the enterprise, confirms that the contents of the conditions of acceptance pertaining to the FORM of TENDER are acceptable, and having fully understood the scope of works and conditions of bidding, herewith warrant that We/I have satisfied ourselves as to the correctness and sufficiency of the rates and prices set out in the Schedule and therefore offer the following PRICE and offer to undertake the works in accordance with the standards and specifications required. |
| **11** | The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that this Form of Tender is submitted in good faith, free of corrections, alterations or encumbrances and such price is binding on the enterprise for a period of 90 days from date of tender close and may be extended by mutual agreement between the parties for a further period of 90 days thereafter. |
| **12** | We/I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. |
| **13** | We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to SANEDI in accordance with the requirements and specifications stipulated in bid number 0823 at the price/s quoted.<br>This offer remains binding and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid. |
| **14** | We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents in accordance with the SANEDI STANDARD CONDITIONS OF CONTRACT pertaining to the supply of goods and services.<br><br>Bidders must be fully trained and familiar with NEC. Refer to appropriate services providers for NEC training.<br><br>The Bidder is advised to familiarise themselves with the SANEDI STANDARD CONDITIONS OF CONTRACT pertaining to the supply of goods and services which can be viewed on the SANEDI Website at www.SANEDI.ORG.ZA |
| **15** | We/I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. |
| **16** | We/I declare that we/I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid. |

I, THE UNDERSIGNED (NAME)……

Warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the Bid submitted has been checked and all prices shown are full and final, and inclusive of all taxes, levies,

duties and encumbrances, and shall remain valid for a period of 90 days from date of Quotation Closure as depicted in the Submission Data Section of this Bid Document

Therefore our TOTAL Tender Price in respect of the Goods and Services requested under this Call for Proposals (BID REF 0226) as stated in South African Rand (ZAR) and upon the terms and conditions set out in the Bid Document free of exceptions, amendments or qualifications save those listed in Schedule 9 shall be:

Tender Amount R

Amount in Words .....

.....

Name of Enterprise Bidding: .....

Name of Authorised Representative .....

Signature of Authorised Bidder .....

Date .....