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**QUEST FOR QUOTATION (RFQ)**

RFQ	RFQ/LOG/2022/178
RFQ ISSUE DATE	15 NOVEMBER 2022
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PREVENTATIVE MAINTENANCE, TECHNICAL SUPPORT, REPAIRS OF CHILLERS AND STANDALONE CHILLER UNITS AT SABC AUCKLAND PARK FOR THREE YEARS
COMPULSORY RFQ BRIEFING SESSION DATE	22 NOVEMBER 2022 AT 11H00 - TV NEWS RECEPTION ARTILERY ROAD ENTRANCE 07 AUCKLAND PARK JOHANNESBURG
CLOSING DATE & TIME	<b>01 DECEMBER 2022 AT 12H00</b>

Submissions must be electronically emailed to [RFQSubmissions@sabc.co.za](mailto:RFQSubmissions@sabc.co.za) on or before the closing date of this RFQ.

PLEASE NOTE THAT AS FROM 01 JULY 2016 COMPANIES THAT ARE NOT REGISTERED WITH CSD SHALL NOT BE CONSIDERED.

**CIDB GRADING: MINIMUM OF CIDB = 4EP/EB.**

For queries, please contact: **Siphiwe Makhubo** via email: [Tenderqueries@sabc.co.za](mailto:Tenderqueries@sabc.co.za)

The SABC requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. Late and incomplete submissions will invalidate the quote submitted.

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

POSTAL ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO. : \_\_\_\_\_

E MAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CELL NO: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

## **NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION**

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
4. All submissions should be prominently marked with the following details in the email subject line:
  - **RFQ and bidders' name.**
5. Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email
6. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
7. SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:
  - receipt of incomplete bid
  - file size
  - delay in transmission receipt of the bid
  - failure of the Bidder to properly identify the bid
  - illegibility of the bid; or
  - Security of the bid data.

**NB: BIDDERS SHOULD ENSURE THAT LINKS FOR WE-TRANSFER OR GOOGLE DROP BOX EXPIRE 30 DAYS AFTER SUBMISSIONS INSTEAD OF SEVEN DAYS**

## **NOTES ON BRIEFING SESSION**

8. Bidder attending the site briefing must forward their details to Siphwe Makhubo via email: [Makhubose@sabc.co.za](mailto:Makhubose@sabc.co.za) before close of business on the day preceding the Site Inspection so an arrangement can be organised with the Protection Services for the Contractor to access the building.

## FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENTS

All bid respondents must submit mandatory documents that comply with all mandatory requirements. Bids that do not fully comply with the mandatory requirements will be disqualified and will not be considered for further evaluation.

MANDATORY REQUIREMENT		COMPLY/ NOT COMPLY
a)	Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of 4EP/EB or higher, and active and valid registration with SARACCA	

**NON-SUBMISSION OF THE MANDATORY DOCUMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

### REQUIRED DOCUMENTS

- 1.1 Submit proof CSD registration
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.  
(Verification will also be done by the SABC internally).
- 1.3 Valid Tax Clearance Certificate or SARS “Pin” to validate supplier’s tax matters
- 1.4 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 1.5 All EME’s and 51% black Owned QSE’s are only required to obtain a **sworn affidavit** on an annual basis, confirming the following.
  - 1.4.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
  - 1.4.2 Level of Black Ownership

**Note 1:**

**Verification Agencies and Auditors who are accredited by the IRBA (Independent Regulatory Board for Auditors) are no longer the ‘approved regulatory bodies’ for B-BBEE verification and therefore IRBA auditors are not allowed to issue B-BBEE certificates after 30 September 2016.**

**Note 2:**

**Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE act as amended.**

- 1.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.7 Certified copy of Shareholders’ certificates.
- 1.8 Submit Proof of Public Indemnity Cover for minimum of R10 000 000
- 1.9 Certified copy of ID documents of the Directors or Members.

**NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO’S TAX MATTERS ARE NOT IN ORDER.**

**NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO’S TV LICENCE STATEMENT ACCOUNT IS NOT VALID.**

## **DETAILED TECHNICAL SPECIFICATION**

### **1. Background**

The South African Broadcasting Corporation, SABC, has its Head Office in Auckland Park, Johannesburg. The Head Office comprises of two adjacently located buildings i.e., Radio Park and TV Centre.

The SABC is South Africa's national public broadcaster. The company's objectives are to provide a comprehensive range of distinctive programmes and services with the view to inform, educate, entertain, support and develop culture in all 11 official languages. Currently, the company's principal activities comprise of Television and Radio broadcasting utilising 19 radio stations and 5 television channels. All these offerings should be kept running for 24 hours a day in line with the mandate and agreed strategic operations parameters of the organisation.

The chillers and standalone units provide cooling to server rooms, thermal comfort to building occupants and improves air quality in the buildings. Therefore, without chilled air the critical equipment in the server rooms will overheat and fail resulting to broadcasting blackouts. The maintenance contract between SABC and Million-Air Services is about to expire hence a new contract is required. Internally we do not have capacity and skill set to do the services in house.

Failures and breakdowns of the chillers and standalone chiller units affect the business operations and results in loss of income to the organisation. Furthermore, it causes reputational damaged to the SABC brand due broadcasting blackouts. The users of these facilities are also exposed to major health and safety risk if not maintained in line with the original manufactures' specification. It is anticipated that this proper planned maintenance and schedule repairs will improve the operation and lifespan of the assets.

### **2. SCOPE OF WORK**

#### **2.1 Overview of the work**

The Works for this Contract comprises the preventative maintenance, repairs of chillers and standalone chiller units.

The Works in general comprises the provision of maintenance services including:

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, hauling, hoisting, supervision and services necessary to maintain chillers and standalone chiller units.
- Conducting maintenance and repairs to the existing chillers and standalone chiller units.

- Provide training to SABC employees on the maintenance and operation of chillers and standalone chiller units.

### **2.2.1 The Maintenance Contract shall be divided in three parts as follows:**

#### **a) Preventative Maintenance**

The contractor will be responsible for conducting preventative maintenance on the chillers and standalone chiller units on a scheduled basis in line with the manufacturer's manual. The preventative maintenance shall include but not limited to the following:

- Quarterly, annual servicing and part replacement on the chillers and standalone chiller units as per the job card request (oil change, refrigerant replenishment, filter change, hoses, mechanical adjustments etc. including supply of all consumables necessary to complete the service).
- Arrange with SABC and obtain approval for date, time and duration when equipment or systems shall be out of service for the purpose of performing preventive maintenance.
- In the event of an emergency repairs having to be carried out, the need for such repairs shall be reported immediately to SABC for further instructions.
- Perform mechanical and electrical tests on the chillers and standalone chiller units, record findings and propose measures to address the identified findings.
- Verify chiller controller settings, implement correct settings and keep records
- Submit a completed job card(s) to SABC for verification and acceptance that the work has been duly executed.
- Submit detailed maintenance reports of the work done; tests performed; test results; defects found; corrective action taken and recommendations for preventing further equipment degradation, loss of performance, or frequency of failure.

Service rates shall apply for all preventative maintenance as per values agreed on the maintenance contract. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer or his representative. SABC reserves the right to remove chillers and standalone chiller units from the schedule due to changes in operational requirements and the contract amount will be adjusted accordingly.

#### **b) Reactive Maintenance**

The Contractor shall address all callouts and/or ad-hoc maintenance and the response time shall be as stipulated on the service level agreement. Where the Contractor is called out for faults or requested to provide a service, the Contractor shall only be paid for the callout and labour and unscheduled rates shall apply. Where the service contractor is required to provide spares or services not included in the bill of quantities, the Contractor shall first submit a quote for approval, and can only provide the spares and services after approval has been granted in writing and a 10% mark-up shall apply for all third-party items, services and spares.

The following services will be performed by the appointed services provider:

- Perform ad-hoc mechanical and electrical repairs on planned and emergency basis.
- Supply and install all mechanical and electrical components on approval of a quotation on an ad-hoc planned and emergency basis.
- Supply and install electrical components such as relays, contactors, cabling etc. on approval of a quotation as and when required.
- Provide an electrician for all wiring requirements on and as and when requires basis.
- Provide technical support for controllers and advise SABC on solutions.
- Compile procedures and drawings on an ad-hoc basis when required.
- Perform investigations (Root Cause Analysis) in the event of chillers and standalone chiller units failures.
- Submit detailed report on breakdowns and repairs.

## **2.2 Maintenance Management**

### **2.1 Preventative Maintenance**

All preventative maintenance work shall be scheduled by the SABC or its authorized representative and communicated to the Contractor. When the maintenance is due the authorized SABC representative will issue a job card to the contractor and together shall perform the necessary planning and preparations for the successful execution of the work. Work shall be scheduled in a manner as not to interfere with any normal operations of the SABC. On completion of work the SABC representative together with the contractor shall inspect the works and if both parties are satisfied with the work done both shall sign off the job card together with the maintenance reports. The appointed service provider will be required to work and cooperate with other contractors on site whenever it is necessary for the purpose of new installations, maintenance, fault finding and repairs.

Normal operational hours on site shall be **from 08:00 to 16:30** for every working day, Monday to Friday. No planned maintenance work will be allowed to be performed on Weekends or Public holidays unless prior approval is received from the SABC or authorized representative.

### **2.2 Reactive Maintenance**

SABC or its authorized representative will report any generators' and/or associated equipment faults or breakdowns which may occur to the contractor. All emergencies will be reported telephonically and then followed by a job card. Any other maintenance will be communicated in writing and a repair job card will be transmitted to the Contractor. The Contractor shall respond promptly to the complaint and restore the equipment to functional status in accordance with the assigned priority level. On completion of work the SABC representative together with the contractor shall inspect the works and if both parties are satisfied with the work done both shall sign off the job card together with the detailed report for the repairs.

## **Response Time**

Response time shall be measured as the time taken from reporting the call, to the time taken by the artisan to arrive at the relevant piece of equipment.

The response to call outs shall be categorized according to the need for urgency in attending to the call out. All breakdowns **during and after working hours** shall be responded to as follows:

(a) **Emergency Response**

This shall be defined as an event that requires an immediate response or action to prevent and or mitigate against equipment damage, harm or injury to persons or property or to limit the disruption of services. The Contractor shall respond to an emergency call-out for critical incident within **1hour**.

(b) **Urgent Response**

This shall mean any failure or repair requirement that could significantly affect the services or pose a danger if left unattended for a lengthy period of time. The Contractor shall respond to an urgent call-out within **4 hours**.

(c) **Routine Response**

This shall apply to other failures or repairs other than those requiring emergency and urgent response. These items shall be dealt with as unscheduled additional work items as requested by the SABC or authorized representative.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day.

SABC will hold the Contractor liable for any costs incurred as a result of negligence or unreasonable deficient performance by the Contractor including excessive time taken to effect repairs.

## **2.3 Modifications/ Improvement Process**

Contractors shall assume the costs incurred by SABC, as a result of defective supplies, services or product liability issues.

Any change to the original service or product design must be approved by SABC prior to implementation.

A Request for Change needs to be submitted to SABC and approved prior to implementing the change.

The Contractor shall keep records of all requests and corresponding SABC approvals.

## 2.4 Performance Management

Once deliveries of the component, system, or service have initiated, SABC will monitor the Contractor's performance to establish a trend of Continuous Improvement.

Quality of service or material and On-Time Delivery shall be the minimum metrics to be tracked for Contractor performance.

Resolution of non-conformances in the service to SABC will be addressed in a manner that will best support SABC 's standard requirements.

Expenses associated with Contractor non-conformances will be the responsibility of the Contractor

### 2.4.1 Key Performance Indicators

SABC will monitor Contractor's performance and report on it on a regular basis.

Contractor's Performance Indicators are as follows:

- (a) Service Quality: % defect free deliveries received
- (b) On-time delivery: % of complete service delivery and on time, based on agreed standards.
- (c) Adherence to agreed response times.

Contractors are expected to work with SABC to improve performance and/or process capability where needed.

In cases of repeated deficient performance or failure to improve, the contract shall be terminated.

### 2.4.2 Containment of Non-Conformity Supply of Service.

In the event a non-conforming material, component, system, or service is detected, SABC or its authorized representative will determine the best method of securing conformity to meet SABC's requirements such as:

- (a) Return the entire lot of non-conforming material, component or systems to Contractor.
- (b) Contractor to sort/rework/repair the non-conformance at SABC sites.
- (c) SABC to identify an external resource (certified by SABC to perform, sort/rework/repair at the cost of the Contractor).

### 2.4.3 Cost Recovery

Contractors shall assume the costs incurred by SABC, as a result of defective supplies, services or product liability issues.

Damage caused by contractor activities or employees shall be for the contractor's account.

## **2.5 Key Personnel**

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Authorized SABC Representative at commencement of this Contract. This will, as a minimum, include all persons to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager or his delegate. The Authorized SABC Representative may request the replacement of any person with unsatisfactory performance or who fails to comply with this contract.

## **2.1 Management of Meetings**

The Contractor will attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

## **2.2 Communication**

Work instructions, monthly maintenance reports, breakdown reports, etc. will all be in a format as agreed with the Authorized SABC Representative.

## **2.3 Health, Safety and Environment**

The appointed service provider shall comply with SABC's Health and Safety Systems.

All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons and equipment relating to this Contract.

Any work involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.)

The Contractor, at his/her own expense shall provide such equipment, for his/her employees.

The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhealthy act or operation whilst on Company premises. No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the

terms of the Contract in any way.

Submission of the safety file: No document is required at the tendering stage. However, the safety file component should be factored in the pricing schedule to be submitted in response to the RFQ, as the preferred service provider will be required to furnish a copy of the aforementioned file prior to commencing with commencing.

## 2.6 Environmental Management

The appointed service provider shall comply with SABC's Environmental Systems.

The Contractor / Service Provider remains solely responsible disposal and clean-up of any form of waste that is produced during the term of their contract at SABC.

The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

Proof of such disposal must be submitted to SABC (i.e. disposal certificate).

## 2.7 Access

SABC Auckland Park is a National Key Point, and the appointed service provider shall comply with all access and security requirements.

## 3 Chillers and Standalone Units Information

Make	Type	Rating	Qty	Location
Dunham Busch (water-cooled)	Model: ACCS23-SE SN: 2A92000036	R22 Gas, Full Load Amps – 52A, Voltage – 400V	1	SABC Auckland Park. Radio Campus
Dunham Busch (air-cooled)	Model: ACCS-320, SN: 2A61000441	TBA	2	SABC Auckland Park. Radio Campus
LG (Variable Refrigerant Volume)	Multi-V IV	R410A Gas	1	SABC Auckland Park. Radio Campus (Wellness Centre)
Carrier Unit	Model: 30RBS-045-0243-PE, SN: M2012352162	P – 23.2KW, R410A Gas, V – 400V	1	SABC Auckland Park. Radio Campus (AB Studio)
York Air-cooled	Model: YVAA0413GLH50BAVNXXXEAXLXXXX5043XOSXX203X3 SZSA2BMXHD1XXXXXBXXMX	R134A, V – 400V, 3KVA	1	SABC Auckland Park.

Screw Chiller	SN: 11531L43213717			Radio Campus
Secondary Chilled Water Tertiary Pumpset (Motor & Pump)	Centrifugal Pump Model: FNS-AIX250-40CI.BZ.MS SN: 8104	P (motor) – 132KW, N – 1450RPM	2	SABC Auckland Park. Radio Campus
Dunham Busch (air-cooled)	Model: ACCS-320	TBA	2	SABC Auckland Park. TV Campus
York Air-cooled Screw Chiller	Model: YVAA0413GLH50BAVNXXXEAXLXXXX5043XOSXX203X3 SZSA2BMXHDX1XXXXXBXXMX	R134A, V – 400V, 3KVA	1	SABC Auckland Park. TV Campus
York Water-cooled Trane Chiller	1. SN: U04H07130 (R Series) 2. SN: U04G07129 (R Series) 3. Model: RTHCE3, SN: EKL3102	R134A Gas, P – 301KW, 1200VA, I (max) – 488A, V – 400V	3	SABC Auckland Park. TV Campus
York Centrifugal Water-cooled Chiller	MAXE Centrifugal Chiller, Model: YK14K4K15CXGS	R134A, V – 400V,	2	SABC Auckland Park. Radio Campus New

#### 4. RFQ Response Information

##### Effective Date of Bid

Vendors should state in writing that their quotation to the SABC and all furnished information, including price, will remain valid and applicable for 90 days from the date the vendor quotation is received by the SABC.

##### 5. Costing

- a) The prices and rates in the Bill of quantities for Preventative Maintenance shall be treated as being fully inclusive of all labour, tools, materials, consumables, transport, overheads, liabilities, risks, obligations and profit as incurred or required by the contractor in carrying out the item.
- b) The base rates will be adjusted in accordance with Consumer Price Index with effect from the 2<sup>nd</sup>, and third year. A 6,5% shall be used for illustrative purposes, for example the total amount of the previous year to be multiplied by 1,065 to get the total amount for the following year.
- b) Unscheduled rates shall apply during breakdowns and repairs.
- c) The provisional sum shall be used on and as and when required on a proven cost basis and a % mark-up shall apply for all third - party items and services. The mark-up shall be calculated on the amount for each item or service excluding VAT. Expenditure against the provisional sum shall be authorised by the project manager or his delegate.

## Bill of Quantities

Item	Description	Unit	Qty	Rate		Amount	
				Year 1		Year 1	
<b>1.</b>	<b>Preventative Maintenance (Quarterly Services)</b>						
1.1	Dunham Busch (water-cooled)	Each	3				
1.2	Dunham Busch (air-cooled)	Each	6				
1.3	LG (Variable Refrigerant Volume)	Each	3				
1.4	Carrier Unit	Each	3				
1.5	York Air-cooled Screw Chiller	Each	3				
1.6	Secondary Chilled Water Tertiary Pumps	Each	6				
1.7	Dunham Busch (air-cooled)	Each	6				
1.8	York Air-cooled Screw Chiller	Each	3				
1.9	York Water-cooled Trane Chiller	Each	9				
1.10	York Centrifugal Water-cooled Chiller	Each	6				
	<b>Sub Total</b>						
<b>2.</b>	<b>Preventative Maintenance (Annual Services)</b>						
2.1	Dunham Busch (water-cooled)	Each	1				
2.2	Dunham Busch (air-cooled)	Each	2				
2.3	LG (Variable Refrigerant Volume)	Each	1				
2.4	Carrier Unit	Each	1				
2.5	York Air-cooled Screw Chiller	Each	1				
2.6	Secondary Chilled Water Tertiary Pumps	Each	2				
2.7	Dunham Busch (air-cooled)	Each	2				
2.8	York Air-cooled Screw Chiller	Each	1				
2.9	York Water-cooled Trane Chiller	Each	3				
2.10	York Centrifugal Water-cooled Chiller	Each	2				
	<b>Sub Total</b>						
<b>3.</b>	<b>Reactive Maintenance</b>						
<b>3.1</b>	<b>Unscheduled Rates:</b>						
3.1.1	Labour Rate (Artisan) Monday to Friday	Rands/hour	36				
3.1.2	Labour Rate (Artisan) Weekend and Public Holidays	Rands/hour	36				
3.1.3	Technical Assistant (Monday to Friday)	Rands/hour	36				
3.1.4	Technical Assistant (Weekend and Public Holidays)	Rands/hour	36				
3.1.5	Call-Out Rate (Monday to Friday)- Must include travelling to and from SABC	Per call	36				
3.1.6	Call-Out Rate (Weekend and Public Holidays) - C	Per call	36				
	<b>Sub Total</b>						
<b>3.2</b>	<b>Provisional Sum</b>						

3.2.1	Supply of spare parts (sensors and switches, condenser pumps and motors, oil pumps, starters, actuators, Trane Lube Oil Filters, hoses, clamps, Trane Ester Refrigeration oil 023E or 048E, contactors, cables, R134A Refrigerant Gas, R22 Refrigerant Gas, R410 Refrigerant Gas, O-rings, Refrigerant Driers, Nitrogen Gas, Condenser Cleaning Chemicals, Consumables, Mechanical Seals, Rubber Tyre Couplings, drive and non-drive ends bearings for motor, drive and non-drive ends bearings for pump), Gaskets, Johnson Logic Controller, Compressor, Timers, Relays, Expansion Valve, Pressure Transducers, Commander Drives, Gland Packings, Mechanical Seals, Flexible Connections, V-belts, Air Filters, and Consumables.	Sum	1	R600 000	R600 000
3.2.2	Conducting fault investigations and repairs of chillers and standalone chillers				
3.2.3	Fixing leaks (refrigerant and oil) and cleaning of spillages				
3.2.4	Sanding out/removal of rust and painting of chillers and standalone chiller units				
3.2.5	Oil Samples for analysis at a SANAS Accredited Laboratory				
3.2.6	Annual Pressure Testing of PRVs (Pop Test)				
<b>Sub Total</b>					<b>R600 000</b>

4. Summary Schedule		
Item	Description	Amount
4.1	Preventative Maintenance (Three Quarterly and One Annual Services)	
4.2	Preventative Maintenance (Three Quarterly and One Annual Services)	
4.3	Unscheduled Rates	
4.4	Provisional Sum	R600 000
	<b>Sub-Total (Year 1)</b>	
4.5	Sub Total year 2 (year 1 plus CPI escalation*)	_____ x 1,065 =
4.6	Sub Total year 3 (year 2 plus CPI escalation*)	_____ x 1,065 =
	<b>Subtotal</b>	<b>Sum of year 1 to 3 =</b> _____
4.7	VAT (15%)	
4.8	<b>Total</b>	
<b>To be carried to the form of offer</b>		<b>3 years amount plus VAT =</b> _____

NB: Base rates will be increased by 5% from the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year.

Mark up (third party procured items/services) on materials and spares:

<b>MARK-UP ON MATERIALS</b>	
<b>VALUE of MATERIAL</b>	<b>% MARK-UP</b>
R0 up to R9 999.99 20	20%
R10 000.00 up to R49 999.99	18%
R50 000.00 up to R99 999.99	15%
R100 000.00 up to R199 999.99	10%
R200 000.00 and above.	10%

NB: Service provider to submit three quotations for third-party items or services

## **6. Duration of the Contract**

Three (3) years contract

## **7. Evaluation criteria**

### **7.1 BBBEE and Price**

- The RFQ responses will be evaluated on the **80/20** points system

### **7.2 Technical Evaluation**

- The tender submission will be technically evaluated out of **100**
- A minimum threshold of **70 out of a maximum of 100** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and therefore will not continue forward for evaluation of BBBEE & Price Preference.

### **7.3 Objective Criteria**

- The SABC further reserve the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.
- Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.

## **Technical Criteria**

The minimum score required for functionality will be <b>70 points out of a total of 100 points</b> . Tenderers also need to meet the minimum threshold per criterion as set out in the table below.				
	<b>EVALUATION CRITERIA</b>	<b>PROOF/EVIDENCE</b>	<b>MIN SCORE</b>	<b>MAX SCORE</b>
<b>MAX SCORE FOR QUALITY (TECHNICAL OFFER)</b>			<b>55</b>	<b>100</b>
<b>1.</b>	<b>Turnaround Time</b>			
<b>1.1</b>	<ul style="list-style-type: none"> <li>- Indicate the turnaround time for your minor and major services for SABC equipment</li> <li>- Refer to the York chillers and trane Chillers</li> </ul>	<ul style="list-style-type: none"> <li>- Day 10-6 = 0</li> <li>- Days 5- 3 = 10</li> <li>- Days 1-2 =15</li> </ul>	10	- 15
-	- Warranty period			
<b>2.</b>	<ul style="list-style-type: none"> <li>- Clearly indicate the repair warranty period</li> <li>- The SABC needs assurance that you will guarantee supplied parts and workmanship</li> </ul>	<ul style="list-style-type: none"> <li>- No warranty = 0</li> <li>- 3-6 months = 5</li> <li>- 6 to 11 months = 15</li> <li>- 12 months or more = 20</li> </ul>	15	- 20
<b>3</b>	<ul style="list-style-type: none"> <li>- Bidder to inform in detail on existing capacity for the following specify industry backing implication to the SABC</li> <li>- Bidder provide letter from the OEM e.g. York or Johnson control and Trane stating that their authorised to repair/service their equipment.</li> </ul>	<ul style="list-style-type: none"> <li>- Letter from one OEM = 15</li> <li>- Letter from both OEM's = 20</li> </ul>	- 15	- 20
<b>5</b>	<b>KEY PERSONNEL</b>			
	<ul style="list-style-type: none"> <li>- Bidders to provide to specify person with qualification and experience of technical personnel available to services</li> </ul>	<ul style="list-style-type: none"> <li>- Trade Test, Refrigerant Gas Safe Handling Certificate and CV clearly showing minimum of 3 years' relevant experience</li> <li>- Provide 2 or more CV's = 20</li> <li>- Provide one CV = 15</li> <li>- to 2 years' experience = 0</li> </ul>	- 15	- 20

	<ul style="list-style-type: none"> <li>- Bidder must submit reference letters for maintenance work of the chillers and stand-alone units.</li> <li>- The reference must fully comply with the below to be considerate</li> <li>- on client company letter head it must be signed</li> <li>- clients contact details</li> <li>- With the value of the contract</li> <li>- Stipulate the duration of the contract</li> </ul>	<ul style="list-style-type: none"> <li>-</li> <li>- 3- 4 letters =15</li> <li>- 5 or more letters = 25</li> <li>- NB: less than 3 letters = 0</li> </ul>	- 15	- 25
	<b>Total</b>		70	100

## 8. ADJUDICATION USING A POINT SYSTEM

- 8.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 8.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 8.3 In the event that two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 8.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality
- 8.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

## 9. POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

$P_s$  = Points scored for comparative price of bid under Consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{min}$  = Comparative price of lowest acceptable bid

### B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

#### B-BBEE Status Level of Contributor Number of Points

B-BBEE Status level of Contributor	Number of points
1	20

<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

- I. Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by a verification Agency accredited by SANAS for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates or DTI Affidavit.
- II. Bidders other than EMEs must submit their original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS.
- III. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
- IV. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- V. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- VI. A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intend sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.
- VII. A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

## 10. COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a tenderer either directly or indirectly to canvass any officer(s) or employees of SABC in respect of a tender, between the closing date and the date of the award of the business.

All enquiries relating to this RFQ should be emailed three days before the closing date.

## **11. CONDITIONS TO BE OBSERVED WHEN TENDERING**

11.1 The Corporation does not bind itself to accept the lowest or any tender, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his tender. The Corporation reserves the right to accept a separate tender or separate tenders for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the tender at any stage.

11.2 No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.

11.3 The Corporation reserves the right to:

**Not evaluate and award submissions that do not comply strictly with his RFQ document.**

**Make a selection solely on the information received in the submissions and**

- Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
- Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
- Award a contract to one or more bidder(s).
- Accept any tender in part or full at its own discretion.
- Cancel this RFQ or any part thereof at any time.
- Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs, aligned to the BBBEE & Preference Point system.

## **12. Cost of Bidding**

The Tenderer shall bear all costs and expenses associated with preparation and submission of its tender or RFQ, and the Corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

**END OF RFQ DOCUMENT**

**Annexed to this document for completion and return with the document:**

- Annexure A - Declaration of Interest
- Annexure B - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure C - Schedule of Equipment
- Annexure D - Previous completed projects
- Annexure E - Current projects
- Annexure F - Reference Form
- Annexure G - Key personnel
- Annexure H - CIDB registration certificate
- Annexure I - Proof of address
- Annexure J - Warranty confirmation letter

DECLARATION OF INTEREST

- 1. Any legal or natural person, excluding any permanent employee of SABC, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof be awarded to-
(a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
(b) any person who acts on behalf of SABC; or
(c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
(d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

The Tenderer or his/her authorised representative shall declare his/her position vis-à-vis SABC and/or take an oath declaring his/her interest, where it is known that any such relationship exists between the Tenderer and a person employed by SABC in any capacity.

Does such a relationship exist? [YES/NO]
If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information):

NAME [1] [2]
POSITION
OFFICE WHERE EMPLOYED
TELEPHONE NUMBER
RELATIONSHIP

- 2. Failure on the part of a Tenderer to fill in and/or sign this certificate may be interpreted to mean that an association as stipulated in paragraph 1, supra, exists.
3. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, supra, and it subsequently becomes known that false information was provided in response to the above question, SABC may, in addition to any other remedy it may have:
- recover from the Tenderer all costs, losses or damages incurred or sustained by SABC as a result of the award of the contract; and/or
- cancel the contract and claim any damages, which SABC may suffer by having to make less favourable arrangements after such cancellation.

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

**CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS**

**1. CONSORTIUMS AND JOINT VENTURES**

- 1.1 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

**2 SUB-CONTRACTING**

- 2.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 2.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.3 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**3 DECLARATION OF SUB-CONTRACTING**

- 3.1 Will any portion of the contract be sub-contracted? YES / NO
- 3.2 If yes, indicate:
  - 3.2.1 The percentage of the contract will be sub-contracted .....%
  - 3.2.2 The name of the sub-contractor .....
  - 3.2.3 The B-BBEE status level of the sub-contractor.....
  - 3.2.4 whether the sub-contractor is an EME YES / NO

\_\_\_\_\_  
SIGNATURE OF DECLARANT

\_\_\_\_\_  
TENDER NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION OF DECLARANT

\_\_\_\_\_  
NAME OF COMPANY OR TENDERER

**ANNEXURE "C"**

**Schedule of equipment**

	<b>Description</b>	<b>Make and Type</b>	<b>Number</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

NB: Attach registration vehicle registration certificate





**“ANNEXURE F”**

**REFERENCE FORM**

**It is critical to complete the form fully. SABC Will not give scores for incomplete forms**

**Referee Company Legal Name:**

**Bid Description (Referee provided for):**

**Describe the Services/ Work Done:**

**Project Start Date:**

**Project End Date:**

**Contract Amount:**

**Rate Service Provider (Put a mark to the relevant score)**

<b>Indication</b>	<b>Excellent</b>	<b>Very Good</b>	<b>Good</b>	<b>Poor</b>	<b>Unacceptable</b>
Score	5	4	3	2	1

**Referee Contact Person:**

**Referee Designation:**

**Referee Contact Number:**

**Referee Email:**

I hereby declare that to the best of my knowledge, information completed above is true and correct.

**Bidder’s Referee Signature:**

**Date:**

**COMPANY STAMP**

**NB: Failure to provide 3 references in prescribed format will be non-responsive**

**“ANNEXURE G”**

**KEY PERSONNEL**

The Tenderer shall list below the personnel which he intends to use on the Works.

*[NB. The Curricula Vitae of the listed personnel together with trade test certificates are to be attached to this page which will be evaluated when scoring quality (Technical Offer) Clause F3.11.9.]*

***If CVs and Trade Test certificates are not attached, a zero (0) will be scored in terms of the Technical Functionality of this Tender.***

CATEGORY OF EMPLOYEE	NAME AND SURNAME	YEARS OF EXPERIENCE (In trade)	QUALIFICATIONS
Technician: CCTV and Access Control			
Technician: X-Ray Machines			
Registered Electric Fence Installer			

**NB: The successful service provider will be required to submit the registration of the electric fence installer on appointment.**

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Tenderer)*

**“ANNEXURE H”**

**PROOF OF PHYSICAL ADDRESS**

The tenderer shall attach to this form an original / certified copy of physical address of the company/business entity.

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Tenderer)*

**“ANNEXURE I”**

**WARRANTY CONFIRMATION LETTER**

The tenderer shall attach to this form warranty confirmation letter.

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Tenderer)*

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**SBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**SBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.

**SBD 9**

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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder