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REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER:	**RFQ/LOG/2022/136**
TENDER ISSUE DATE	**07 OCTOBER 2022**
BRIEFING AND SITE INSPECTION SESSION	**13 OCTOBER 2022 AT 10H00 am TO 12H00 am**
RFQ DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MAINTENANCE SERVICES FOR GENERAL BUIDLING, PLUMBING, ELECTRICAL, MECHANICAL AND MINOR NEW WORKS ON AN "AS AND WHEN" REQUIRED BASIS AT SABC EASTERN CAPE OFFICES FOR A PERIOD OF THREE YEARS**
CLOSING DATE & TIME	**07 NOVEMBER 2022 AT 12H00**

Submissions must be electronically emailed to RFQSubmissions@sabc.co.za on or before the closing date of this RFQ.

The Tenderer shall have a CIDB Grading of minimum 3EB, 2SN, 3GB, 3EP and 2ME or higher. The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award.

For queries, please contact Tando Oldjohn **via email: 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: THE BIDDER SHOULD ENSURE THAT LINKS FOR WETRANSFER AND GOOGLE DROP BOX EXPIRE AFTER 30 DAYS OF THEIR SUBMISSIONS INSTEAD OF SEVEN DAYS

FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENTS

1 The Tenderer shall have a **CIDB Grading of minimum 3EB, 2SN, 3GB, 3EP and 2ME or higher**. The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award.

2 The tenderer shall also provide a valid and active registration letter with the department of labour as an electrical contractor and valid and active registration letter as an installation electrician.

Bidder's non-compliance to this mandatory requirement will be disqualified from further Evaluation process.

REQUIRED DOCUMENTS

2.1 Submit proof of CSD Registration (Bidder must be registered with CSD to do business with the SABC)

2.2 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).

2.3 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters

2.4 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)

2.5 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.

2.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.

2.7 Certified copy of Shareholders' certificates.

2.8 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. COMPANY OVERVIEW

South African Broadcasting Corporation (SABC) is a Public Entity founded in August 1936 and listed in terms of Schedule 2 of the Public Finance Management Act, Act No. 1 of 1999, as a public broadcaster in South Africa, and provides 19 radio stations as well as five television broadcasts to the general public.

2. BACKGROUND

The South African Broadcasting Corporation, SABC, has its Head Office in Auckland Park, Johannesburg, with regional offices in each South African province. The SABC Eastern Cape comprises of three offices located at, 51 Conyngham Road, Parsons Hill, Gqeberha, 8 Balfour Road, Vincent Park, East London and 16 Floor PRD Building, Mthatha.

The building facilities and infrastructure needs to be maintained in good working order to ensure safety of SABC employees, compliance with all the relevant regulations and standards and to minimise disruption to normal SABC operations

3. OBJECTIVES

- The reduction in the number of quotation request
- Improved turnaround times for obtaining purchase orders
- More focused approached to the building technology core functions
- Improved reliability and availability of plant and equipment
- Returning equipment to functional status quickly after a breakdown
- Satisfied clients and stakeholders

4. SCOPE OF WORK.

This Service covers the preventative-, corrective- and emergency maintenance, replacement of faulty / component/ equipment, unblocking of sewer systems, cleaning storm water channels on as and when required basis including minor new works on electrical, mechanical, plumbing, storm water installation, building infrastructure, roofs and sewer network/installation

4.1 The Works in general includes the provision of the following services:

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, hauling, hoisting, excavation, backfill, supervision and services necessary to maintain building facilities and infrastructure.
- Collaborate with internal staff
- Ensure that work is performed by competent and qualified staff
- Respond to emergency equipment failures during working hours & after hours
- Conduct periodic tests on the building technology equipment
- Issue Certificate of Compliance for new installations and alterations

- Produce service reports and schedule service sheets
- Supply & install equipment parts on approval of a quotation on as when required basis
- Attend scheduled maintenance meetings
- Carrying out maintenance and repairs to the existing and newly installed infrastructure.
- Provide technical advice on the maintenance and operation of facilities and infrastructure.
- Perform equipment failure investigations and Root Cause Analysis when required
- Furnishing a completed activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- Provide training to SABC technical staff on the maintenance and operation of building technology equipment.
- Compile procedure and drawings on an ad-hoc basis when required.

4.2 The Service shall be executed in accordance with the latest edition / amendment of the following inter alia:

4.2.1 The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act

4.2.2 Electrical Wiring Regulations SANS 10142-1 & 2
4.2.3 National Building Regulations SANS 10400.
4.2.4 The Regulations and By-laws of the Local Authority.
4.2.5 The local Fire Department Regulations.
4.2.6 Basic Conditions of Employment Act 75 of 1997
4.2.7 Hazardous substance act 15 of 1973
4.2.8 National water act 36 of 1998 (Drinking Water Standard SANS241)
4.2.9 The Construction Industry Development Board Act No.38 of 2000 and amendments
4.2.10 All relevant Regulations applicable to the Installation, which will include the requirements of the Employer.

4.3 Description of the service

All maintenance shall include the management, repairing/replacement of all equipment covered within this Scope of work including but not limited to:

4.3.1 General building and technology works

(a) Maintenance of structure and roofs, cleaning of asbestos/galvanised/PVC gutter up to 300mm wide including downpipes

(b) Maintenance of exterior and interior building fabrics; roads, paving, minor brick works, partitioning, tiling, ceilings, flooring, Ironmongery, glazing, painting etc.

(c) The cleaning, removal of components and waste deposits, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation

(d) General repairs (roof timbers, roofs - waterproofing, ceilings, walls, aluminum glass doors and doorframes, moulds, rainwater goods, gutters, etc.).

(e) Servicing and repairs of steel roller shutter doors size up to 8 meters high and 8 meters wide. Remove and replace damaged steel palisade fence panels including cutting of rails to size, fitting brackets to posts and bolting of pales to rails with bolts & nuts.

(f) Touch-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition

NB: The Contractor shall at all times upon arrival on the affected facilities for each inspection

/service or call-out, report to the Project Manager in order to ascertain the reason for the callout, and / or to obtain information with regard to any problems with the Service and or Installation on the affected facilities.

4.3.2 Plumbing Works

(a) Maintenance of complete plumbing installation/reticulation.

(b) Servicing of ablution facilities, including but not limited to inspecting/serving/replacing of flush masters, urinals, taps, water closets set, water leaks, clean service ducts, toilet doors including locking mechanism, worn-out 100 mm butt hinges type etc.

(c) Unblocking of all types of drains using rods or jet vacuuming equipment.

(d) Fixing and replacing of burst water pipes (above and below ground)

(e) Inspection, repairs, and maintenance of domestic hot water boilers

4.3.3 Electrical Works

(a) Maintenance and service of electrical kiosks.

(b) Maintenance and service of distribution boards.

(c) The inspection of Electrical reticulation, Distribution boards, Cable ducts, trenches and other wire ways, Lighting, and power points.

(d) Ensured that live electrical equipment is inaccessible, that electric circuits are protected, and that lighting and power systems are operational.

4.3.3.1 Compliance of the installation shall include but not limited to the following

4.3.3.1.1 Sockets and light circuits

(a) All plug circuits shall be appropriately labelled at both the source (DB) and outlet ends.

(b) All new plug circuits shall not have more than 8 plugs per circuit. Where an existing plug circuit already has 8 or more plugs no additional plugs will be allowed on the same circuit.

(c) Earth leakage tests shall be done on plugs to ensure that they are correctly connected and that there are no signs of a floating earth current.

(d) Replacement of plugs should be of the same type and rating.

(e) All new light circuits shall not have more than 14 lights per circuit. Where an existing light circuit already has 14 or more lights no additional lights will be allowed on the same circuit.

(f) . All light circuits shall be labelled and depicted on drawings indicating the circuits.

(g) A copy of the drawings shall be handed to the Employer.

(h) g. All lamps and ancillary equipment that are replaced should be replaced with

(i) equipment of the correct rating, make, type, model, and wattage. All spent lamps

(j) shall be disposed of in accordance with statutory requirements.

(k) All plugs that are intended for luminaires only, shall not exceed a rating of 6 amps.

(l) These plugs shall only supply one luminaire per plug.

4.3.3.1.2 Distribution Board/ Control Panels or Boxes

(a) Shall indicate where they are being fed from and the KA rating.

(b) Shall have a danger notice fixed to them instructing if leakage current or inadvertent contact should occur the main switch should be switched off.

(c) The equipment mounted into it shall be so positioned to allow any conductor to be removed without any obstruction. All unoccupied spaces shall be fitted with blank covers. Permanent labelling shall identify both incoming and outgoing circuits.

(d) Series connected cascaded systems shall have a notice fixed to them indicating that this is a cascaded system and unless otherwise recommended shall not be fitted with any other breaker, except for those identical in the system. In the case that the identical circuit breaker is not available, the manufacturer of the replacement circuit breaker shall confirm in writing that the circuit breaker can be used in this cascading system. This shall also be approved by the Employer's competent technical Person, in writing, before installation

4.3.3.1.3 Earth leakage Protection

(a) Earth leakage devices shall disconnect both phase and neutral.
(b) Earth leakage units that are not provided with over current protection shall be fully rated short circuit protective device.

4.3.3.1.3.1 Earthing

(a) Each earth conductor connected to the main earthing terminal shall be able to disconnect individually.

(b) The secondary winding of the transformer shall also be earthed.
(c) Earth continuity conductors should consist of compatible conductors.
(d) If the earth continuity conductor forms part of a flexible cable it shall be the same

(e) size as the largest phase conductor.
(f) Connections of earth continuity conductors shall not rely on twisting of the conductor or the strands of the conductor but be crimp-ferruled, lugged or soldered.

(g) Earth continuity conductor shall not be used to carry any currents other than fault current.

4.3.3.1.2 Bonding

(a) The bonding conductor shall at least be of an area equal to 2.5mm² or more.
(b) All metallic roofs, downpipes, gutters, hot and cold-water pipes, and antennas should be bonded, and the earth continuity path shall not exceed 0.2 Ω (ohms).

4.3.3.4 Extra Low Voltage

(a) Rated output current of safety transformer used for low voltage lighting should not exceed 25 A (amps).

(b) When installing low voltage supplies the length of the conductor should be considered to accommodate the voltage drop that will occur. The conductors used shall have a steady current rating to accommodate the high currents associated with low voltage lights.

(c) The conductor size of low voltage supply shall not be less than 1,5mm².

(d) The sum of current ratings of the secondary circuits should not exceed 90% of the transformer's rating.

4.3.3.5 Mechanical Works

(a) Annual inspection, servicing, cleaning of sewer pits and maintenance of sewer pumps

(b) Annual inspection of pump control panel and associated parts to ensure optimal operation (thermography).
(c) Adjusting, maintaining, repairing, and replacing fuses, circuit breakers, isolators, starter switches, pilot lights, amp and volt meters and electric wiring from main incoming isolator.
(d) Servicing or replacement of non-return valves.
(e) Cleaning, Servicing, Maintenance, and installation of any related with HVAC Works, and air-conditioning systems
(f) The filters and motors should be serviced at regular intervals in order to maintain optimal functioning

(g) Cleaning of fresh air intakes

5. **Ad-hoc or new minor works**

In the event of repairs or replacements becoming necessary, the Contractor shall submit an estimate of the cost of the work concerned to the Employer or his representative and there after shall proceed in accordance with the Employer's instructions.

In the event of **ad-hoc or minor new works**, the contractor will submit a detailed estimate for such additional work to the Project Manager and obtain approval from the Employer before attending to the additional repairs or replacements.

Ad-hock or minor new works shall be identified and priced in terms of the Price List

/Labour Rates for labour and mark-up of materials as per this Contract.

Where the Price (material or labour, or material and labour) is not stipulated in the Price List / Labour Rates the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage Fee. Refer to Price List / labour Rates.
The Employer may order alterations, extras, additions to or omissions from the Service. However, these will not be of any force or effect unless it is in writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and Employer, where rates are not quoted for in the Price List / Labour Rates.

The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialized tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.

6. Emergency Call-Out Service

The Contractor shall for the period of this Contract provide and maintain an 24-7 emergency callout service, enabling a qualified technician (competent person) being called upon by the Service Manager to undertake any repairs or emergency service within the time as shown.

Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.

The Contractor shall inform the Employer verbally and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the equipment, even if the hazardous or undesirable situation does not form part of the Service.

Only breakdowns which affect public health and safety or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the Employer.

The Contractor shall attend to 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. Where the 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 may provide the spares and/or services only after approval has been granted in writing and a % mark-up shall apply for all third-party items, services, and spares.

SABC or its authorized representative will report any facilities and building technology plant 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 including a detailed report on the repairs completed.

7. 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:

(i) **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 within **1hou**r.

(ii) **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**.

(iii) **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 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.

7.1 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.

7.2 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/Turnaround Time, Call Closure Rate, First Contact Resolution 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

8. 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, they would be financial penalties which may be adjusted to future payments, or the contract shall be terminated.

8.1 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:

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

8.2 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.

8.3 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.

8.4 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.

8.5 Communication

Work instructions, monthly maintenance reports, breakdown reports, etc. will all be in a format as

agreed with the Authorized SABC Representative.

8.6 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 contract.

8.7 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 (disposal certificate) must be submitted to SABC.

8.8 Access

SABC Eastern Cape Offices are a National Key Point, and the appointed service provider shall comply with all access and security requirements.

9. Pricing

6.1. Bidders must price for line items as set out below. This is a rate based RFQ and therefore no totals will be applicable in the pricing schedule and orders will only be generated on an as and when required basis according to the rates.

6.2. The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.

6.3. Service Providers are required to price for all direct and indirect cost relating to the execution of the contract.

6.4. Quoted prices shall be FIXED and FIRM for the first twelve months of the Contract and thereafter subject to CPI average as issued by the reserve bank of South Africa on the anniversary of the bid. Use 6,5% for illustrative purposes (for example multiply the previous year rate by 1,065 to get the following years rate).

6.5. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Labour Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage mark-ups.

Bill of Quantities

ITEM	DESCRIPTION	UNIT	RATE FOR YEAR 1	RATE FOR YEAR 2	RATE FOR YEAR 3
1.	**Labour Rates Normal Hours**				
1.1	Electrician	R/h			
1.2	Plumber Artisan	R/h			
1.3	HVAC Technician/Artisan	R/h			
1.4	Builder	R/h			
1.5	Painter	R/h			
1.6	Semi-skilled assistant	R/h			
1.7	Artisan (General)	R/h			
1.	**OVERTIME (Weekdays and Saturday)**				
1.1	Electrician	R/h			
1.2	Plumber Artisan	R/h			
1.3	HVAC Technician/Artisan	R/h			
1.4	Builder	R/h			
1.5	Painter	R/h			
1.6	Semi-skilled assistant	R/h			
1.7	Artisan (General)	R/h			

2.	**OVERTIME (SUNDAYS and PUBLIC HOLIDAYS)**				
2.1	Electrician	R/h			
2.2	Plumber Artisan	R/h			
2.3	HVAC Technician/Artisan	R/h			
2.4	Builder	R/h			
2.5	Painter	R/h			
2.6	Semi-skilled assistant	R/h			
2.7	Artisan (General)	R/h			
3.	**Issuing of Certificate of Compliance per installation**	Each			
4.	**Scaffold Rental (supply, erect, certify and maintain)**	R/day			
5.	**Call Out Rate**	R/Call Out			
6.	**Travelling costs**	R/km			

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

MARK-UP ON MATERIALS	
VALUE of MATERIAL	**% MARK-UP**
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%

Contractor will provide SABC with a minimum of 3 (Three) quotations to ensure the most feasible pricing is achieved.

The Employer reserves the right to obtain his own supplier/s quotations for the same (quality, standard etc. included) material used by the Contractor. The Contractor shall take into account lowest price quotation and availability plus a fee for costing the work

10. CONTRACT PERIOD

Three (03) years.

11. COSTING

The quotation must reflect a detailed cost breakdown, and any indirect costs associated with the rendering of this service.

12. RFQ RESPONSE INFORMATION

Effective Date of Bid

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

received by the SABC.

13. EVALUATION CRITERIA

10.1. **BBBEE and Price**

- The RFQ responses will be evaluated on the 80/20-point system
- Responses received will be evaluated on Price and BBBEE Scorecard

10.2. **Technical Evaluation**

- The RFQ submission will be technically evaluated out of a maximum of **100**.
- A threshold of **45** points out of **100** has been set.
- Bidder who obtains less than **45** points that will not be considered for the next phase of evaluation.

10.3. **Objective Criteria**

- The SABC further reserve the right not to award this RFQ 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.

SECOND PHASE EVALUATION CRITERIA: PAPER BASED

EVALUATION CRITERIA	PROOF/EVIDENCE	MIN SCORE	MAX SCORE
Plant and Equipment	**Bidder to provide a signed List of Plant and Equipment owned.** • Submit vehicle registrations papers on company name for 1 Ton Bakkie **= 5 points** • Submit vehicle registrations papers on shareholders names for a 1 Ton Bakkie **= 5 points** • Failure to submit vehicle registration paper **= 0 points** **The form listed in the returnable(s) is to be used (Annexure C)**	**5**	**10**
Organization Experience	**Bidders to prove and demonstrate relevant company experience in general building maintenance (electrical, mechanical, plumbing, HVAC Works) within the last 3 years by submitting the list of completed projects relevant to the specified scope of works clearly showing the project site, scope of work, start date and end date (supported by appointment letter and completion certificates)** • Five (5) years and above in general building maintenance service or similar projects **= 20 points** • Two (2) to three (3) years in general building maintenance service or similar projects **= 10 points** • Less than two (2) years in general building maintenance service or similar projects **= 0 points** **The form listed in the returnable is to be used (Annexure D)**	**10**	**20**
	Submit (3) three contactable references where similar work has been conducted within the last within the last 5 years. The reference letters must correspond to the projects provided in 2.1 above. • Reference Form in prescribed format **= 20 points** • 2 Reference Form in prescribed format **= 10 points** • 1 or less Reference Form in prescribed format **= 0 points** **The form listed in the returnable is to be used (Annexure E)**	**10**	**20**

Methodology	**Submit Tenderer's Approach and methodology:** ➢ Team Organogram clearly defining the role of each member ➢ An indication to be provided where project team members will be based during the full duration of the project. The **city** where team members will be based should be specified ➢ Preventative maintenance ➢ Attending to breakdowns and emergencies within the stipulated response time ➢ Reporting and Documentation ➢ Quality management ➢ Business Continuity during protest and unrest ➢ Safety Management **All above submitted = 10 points** **No submission = 0 points** **Tender's Approach and Methodology in response to the proposed scope of work that outlines the Approach and Methodology (Annexure F)**	**0**	**10**
Key Personnel	**Submit Trade Test Certificate and CV clearly showing relevant experience** ▪ Five (5) years and above **= (10 points)** ▪ Three (3) to four (4) years **= (5 points)** ▪ Less than three (3) years **= (0 points)** **Trade Tested Electrician with relevant experience on the maintenance of building facilities (Annexure G)**	**5**	**10**
	Submit Trade Test and CV clearly showing relevant experience ▪ Five (5) years and above **= (10 points)** ▪ Three (3) to four (4) years **= (5 points)** ▪ Less than three (3) years **= (0 points)** **Trade Tested Plumber with relevant experience on the maintenance of building facilities (Annexure G)**	**5**	**10**
	Submit Trade Test and CV clearly showing relevant experience ▪ Five (5) years and above **= (10 points)** ▪ Three (3) to four (4) years **= (5 points)** ▪ Less than three (3) years **= (0 points)** **Trade Tested Refrigeration Artisan with relevant experience on the maintenance of building facilities (Annexure G)**	**5**	**10**

Response Office Locality	**Ability to respond on emergencies on site 24/7 and offices are located within the following** • Less than 30 to 200 km radius **= 10 points** • 201 to 400 km radius = **5 points** • Office/s outside Eastern Cape Province **= 0 points** **Proof of physical address to be attached (Form B1) to score relevant points. (Only copies of utility bills, local council letters, CIPC documents, lease agreements shall be considered) (Annexure I)**	**5**	**10**
TOTAL		**45**	**100**

14. ADJUDICATION USING A POINT SYSTEM

14.1. The bidder obtaining the highest number of total points will be awarded the contract

14.2. Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.

14.3. 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.

14.4. 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

14.5. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

15. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status level of Contributor	Number of points (80/20-point system)
1	**20**
2	**18**
3	**14**
4	**12**
5	**8**
6	**6**
7	**4**
8	**2**
Non-compliant contributor	**0**

15.1. 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.

15.2. 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.

15.3. 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

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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.

16. 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 RFQ, between the closing date and the date of the award of the business. **All enquiries relating to this RFQ should be emailed two days before the closing date.**

17. CONDITIONS TO BE OBSERVED WHEN TENDERING

17.1. 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.

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

17.3. The Corporation reserves the right to:

17.3.1. Not evaluate and award tenders that do not comply strictly with this tender document.

17.3.2. Make a selection solely on the information received in the tenders and

17.3.3. Enter into negotiations with any one or more of preferred Tenderer(s) based on the criteria specified in the evaluation of this tender.

17.3.4. Contact any Tenderer during the evaluation process, in order to clarify any information, without informing any other Tenderers. During the evaluation process, no change in the content of the tender shall be sought, offered, or permitted.

17.3.5. Award a contract to one or more Tenderer(s).

17.3.6. Accept any tender in part or full at its own discretion.

17.3.7. Cancel this RFQ or any part thereof at any time.

17.3.8. Should Tenderer(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.

17.3.9. SABC shall not be liable for any loss or injuries or damages or death of the bidder representative while travelling for SABC auction business

18. 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.

19. PAYMENT TERMS

SABC will effect payment sixty (60) days after the service provider has submitted an invoice.

END OF RFQ DOCUMENT

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

Annexure A	-	Consortiums, Joint Ventures and Sub-Contracting Regulations
Annexure B	-	Declaration of Interest
Annexure C	-	Plant and Equipment
Annexure D	-	Previous completed projects/Current Projects
Annexure E	-	Reference Forms
Annexure F	-	Approach and Methodology
Annexure G	-	Key Personnel
Annexure H	-	CIDB Grading
Annexure I	-	Proof of Address
Annexure J	-	Warranty letter
Annexure K	-	Maintenance Schedules
Annexure L	-	SBD 8 & 9 Forms

ANNEXURE A

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 tenderer will not be awarded points for B-BBEE status if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points the tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capacity and ability to execute the sub-contract.

2.2 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 an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

2.3 A tenderer awarded a contract in relation to a designated sector, may not sub-contract 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.

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 B

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 favoritism, 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 authorized 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):

	[1]	[2]
NAME	:……..……..	
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 favorable arrangements after such cancellation.

SIGNATURE OF DECLARANT	**TENDER NUMBER**	**DATE**
POSITION OF DECLARANT	**NAME OF COMPANY OR TENDERER**	

ANNEXURE C

Plant and Equipment

	Description	**Make and Model**	**Registration Number**
1.			
2.			
3.			
4.			
5.			
6.			
	Signed on behalf of the tenderer:	**Date:**	
	----------	**----------**	
	Name:	**Position:**	
	----------	**----------**	

If the registration documents are not attached, a zero (0) will be scored in terms of the Technical Functionality of this Tender.

Previous completed projects *(preferably provide a detailed company profile, detailed the below mentioned information)* **ANNEXURE D**

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completed date

Current projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completion date

ANNEXURE E

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): General Building Maintenance at SABC Eastern Cape

Describe the Services / Work Done:

_____

_____

Project Start Date: _____ **Project End Date:** _____

Contract Amount: _____

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

Indication	Excellent	Very Good	Good	Poor	Unacceptable
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 F

APPROACH AND METHODOLOGY

[**The Tenderer shall attach to this page a copy of their proposed approach and methodology to undertake the scope of works and organogram of proposed project team. This technical proposal will be evaluated in terms of the quality (functionality) criteria in this document]**

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
Electrician			
Plumber			
HVAC Technician			
Artisan Fitter			

SIGNATURE: ..... DATE .....
(Of person authorised to sign on behalf of the Tenderer)

ANNEXURE H

CONTRACTOR'S PROOF OF REGISTRATION WITH CIDB

[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB or proof of application or provide the Contractor's CRS Number below. In the case of a Joint Venture, proof of registration must be provided for each member of the Joint Venture. Failure to submit the certificate or proof of application or to provide the Contractor's CRS Number with the tender document may lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].

Contractor:

CIDB Grade:

CRS Number:

SIGNATURE: ..... DATE .....
(Of person authorised to sign on behalf of the Tenderer)

ANNEXURE I

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 J

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)

ANNEXURE K

Planned Maintenance Activity Schedule

(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)

Electrical Lights and Power Planned Maintenance Activity Schedule

(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)

Activity Schedule 1

SIX MONTHLY MAINTENANCE AND SERVICE REPORT FOR DISTRIBUTION BOARDS

Building: …… **Floor:……**

Area: …… **Unit description: ……**

DB Number: …… **Make/Type: ……...**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Clean enclosure and equipment installed by means of blower and approved electrical cleaner. Special attention to dirt and dust accumulation on t o p of circuit breakers a n d connection terminals.		13.	Check that only one earth wire per terminal is connected on the earth bar and correct were needed	
2	Check lamp replacement history and take corrective measures where needed.		14.	Check main earth from supplier, star point of the transformer, measure, and record continuity (Ohm). Loop impedance test	
3.	Tighten all connection for mechanical soundness and electrical continuity		15.	Prospective short circuit current	
4.	Check for hot spots by means of Infrared Thermometer and repair where needed		16.	Check that all panel instruments and metering equipment is in working order and replace if needed	

5.	Check all earthing connections. Measure and **record** earth continuity to determine if earthing is within safety specification (Ohm). Record worst case		17.	Check that insulated conductors are supported and not resting on bare conductive parts and correct were needed	
6.	Test elevated voltage on supply neutral and record (Volts)		18.	Check that insulated conductors are supported and not resting on bare conductive parts and correct were needed	
7.	Test earth leakage test button to ensure operation of earth leakage unit. (**After working hours**)		19.	Check light operation in the enclosure and rectify if needed	
8.	Check if the surge protection is functioning and replace if needed		20.	Check labels and legend for correctness and update if needed	
9.	Check if the heat dissipation in distribution board is sufficient and that there is no heat build-up by means of Infrared Thermometer.		21.	Check that all switchgear and circuits are labelled correctly.	
10.	Check if phase barriers are in place and replace if needed		22.	Check that all covers, and panels are in place, there is no access to live parts and all screws fitted.	
11.	Check that the minimum creeping and clearance distances are correct and rectify if needed		23.	Check that all covers, and panels are in place, there is no access to live parts and all screws fitted.	
12.	Check that the minimum creeping and clearance distances are correct and rectify if needed		24.	Check that all covers, and panels are in place, there is no access to live parts and all screws fitted.	

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

……

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……

Service Technician/Artisan

Name: …… Signature: …… Date: ……

Client's Representative

Name: …… Signature: …… Date: …….

Activity Schedule 2

SIX MONTHLY MAINTENANCE AND SERVICE REPORT FOR ELECTRICAL CONTROL BOX / PANELS

Building: …… **Floor: ……**

Area: …… **Unit description: ……**

DB Number: …… **Make/Type: ……...**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Clean enclosure and equipment installed by means of blower and approved electrical cleaner. Special attention to dirt and dust accumulation on t o p of circuit breakers and connection terminals.		13.	Check if phase barriers are in place and replace if needed	
2	Check lamp replacement history and take corrective measures where needed.		14.	Check that the minimum creeping and clearance distances are correct and rectify if needed	
3.	Tighten all connection for mechanical soundness and electrical continuity		15.	Check that all panel instruments and metering	

				equipment is in working order and all equipment properly installed, replace if needed	
4.	Check for hot spots by means of Infrared Thermometer and repair where needed		16.	Check that insulated conductors are supported and not resting on bare conductive parts and correct were needed	
5.	Check all earthing connections. Measure and **record** earth continuity to determine if earthing is within safety specification (Ohm). Record worst case		17.	Check that jumpers from buss bars to switchgear are the required size and current carrying capacity	
6.	Check enclosure for weatherproof seals, latches and hinges for operation and repair if needed		18.	Check that all covers, and panels are in place, there is no access to live parts and all screws fitted.	
7.	Check for rust and treat with an approved rust inhibiter and repaint to original specification		19.	Check that all panels and doors are in good condition and replace if needed	
8.	Check that all switchgear and circuits are labelled		20.	Ensure the control box is locked and return keys	
9.	Check if the surge protection is functioning and replace if needed.		21.		
10.	Check if heat dissipation in control box is sufficient and there is no heat build-up by means of Thermal Imager		22.		

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: …… Date: ……

Client's Representative

Name: …… Signature: …… Date: ……

Mechanical and Plumbing Planned Maintenance Activity Schedule

(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)
Activity Schedule 1

MONTHLY MAINTENANCE AND SERVICE REPORT FOR SEWER PITS AND PUMPS

Building: …… **Floor: ……**
Area: …… **Unit description: ……**
DB Number: …… **Make/Type: ……**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Check each manhole and clean where necessary		13.	Air release valve plunger rod; Inspect, clean, adjust, repair, or replace as necessary and record (If equipped)	
2	Operate transfer switch and panel		14.	Remove all solids in the pit	
3.	Bearing Lubrication; Inspect, clean, adjust, repair, or replace as necessary and record		15.	Cover manholes. Ensure that the seal is in position and bolts are secure.	
4.	Seal Lubrication and packing; Inspect, clean, adjust, repair, or replace as necessary and record		16.	Leave area clean and tidy.	
5.	V-Belts; Inspect, clean, adjust, repair, or replace as necessary and record (If equipped		17.	Replace and report any broken covers	

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: …… Date: ……

Client's Representative

Name: …… Signature: …… Date: ……

Activity Schedule 2

ANNUAL MAINTENANCE AND SERVICE REPORT FOR SEWER PITS AND PUMPS

Building: …… **Floor: ……..**

Area: …… **Unit description: ……**

DB Number: …… **Make/Type: ……**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Check each manhole and clean where necessary		13.	Inspect, clean, adjust, repair or replace as necessary pressure relief valve (If equipped)	
2	Operate the controls and check for proper operations		14.	Inspect, adjust, repair, or replace as necessary pump and driver alignment (If equipped)	
3.	Check the alarms and statuses on the BMS system		15.	Inspect, clean, adjust, repair or replace as necessary bearings	
4.	Bearing Lubrication; Inspect, clean, adjust, repair, or replace as necessary and record		16.	Inspect, clean, bearing housing and record	
5.	Seal Lubrication and packing; Inspect, clean, adjust, repair, or replace as necessary and record		17.	Remove all solids in the pit	
6.	V-Belts; Inspect, clean, adjust, repair, or replace as necessary and record (If equipped)		18.	Cover manholes. Ensure that the seal is in position and bolts are secure.	
7.	Air release valve plunger rod; Inspect, clean, adjust, repair, or replace as necessary and record (If equipped)		19.	Leave area clean and tidy.	
8.	Inspect, clean, adjust, repair, or replace as necessary and record front impeller clearance (If equipped)		20.	Replace and report any broken covers	

9.	Inspect, clean, adjust, repair, or replace as necessary and record rear impeller clearance (If equipped)		**Notes**: Report on faults identified, remedial action, replacements, repairs required, etc.
10.	Inspect, clean, adjust, repair or replace as necessary valves and record (If equipped)		

……

……

Service Technician/Artisan

Name: …… Signature: …… Date: ……

Client's Representative

Name: …… Signature: …… Date: ……

HVAC Maintenance Activity Schedule

(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)

Activity Schedule 1

CONSOLE UNIT – QUARTERLY MAINTENANCE & SERVICE REPORT

Building: …….. **Floor: ……..**

Area: …….. **Unit description: ……..**

Make: …… **Serial Number: ……**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Remove inside cover, clean air filters and if damaged replace filter.		8.	Check electrical wiring and controls for hot connections and correct operation, rectify, if necessary, check component condition and operation, check electrical supply	

				cable and isolator to ensure clean and safe power supply.	
2	Clean unit front casing (inside and outside) and grilles. Re-install air filters correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		9.	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.	
3.	Check thermostat for position, condition, bracketing and test operation.		10.	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.	
4.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.		11.	Check that the condensate drain works adequately with no condensate leaks and or damage to components.	
5.	Switch thermostat control to cooling and check cooling operation and check for abnormal noise and vibration.		12.	Check and record unit: Description / Cooling / Heating; Volt; Amps	
6.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.		13.	Check that all grilles are secure and in position, check unit casing for damages and check that unit is properly and rigidly attached to the wall.	
7.	Switch thermostat control to heating and check heater operation and also check for any abnormal conditions.		14.	Check and record air-flow temperatures ºC: Supply: / Return:	

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

……

……

Service Technician/Artisan

Name: …… Signature: …… Date: …….

Client's Representative

Name: …… Signature: …… Date: …….

Activity Schedule 2

CONSOLE UNIT – ANNUAL MAINTENANCE & SERVICE REPORT

Building: …….. **Floor: ……..**

Area: …….. **Unit description: ……**

Make: …… **Serial Number: ……..**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Remove the unit from the wall casing, record location, unit number and serial number and transport unit to the workshop for a major service in accordance with the following items.		8.	Check and rectify all insulation, replace were necessary.	
2	Check for gas leaks, repair and top-upwith refrigerant as required.		9.	Check cooling and heating cycle.	
3.	Clean air filter or replace filter if necessary.		10.	Return unit to the correct location as recorded in No. 1	
4.	Chemically (liquid soap) pressure clean condenser coil and comb if necessary.		11.	Clean out wall sleeve, check and ensure that condenser air divider plates or rubber spacers are in good condition and in place to prevent condenser air bypass.	
5.	Chemically (liquid soap) pressure clean evaporator coil and comb if necessary.		12.	Slide unit into sleeve and fit rigidly to the wall or wall spacer. Ensure that unit slope backwards to prevent condensate water leaks to the inside of the room.	
6.	Clean condensate drip tray / sump and drain and check for damage to components.		13.	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.	
7.	Clean unit casing (inside and outside) and components.		14	Check and reconnect electrical supply cable and isolator to ensure safe power supply and test unit.	

8.	Check for rust spots, clean, treat and paint if required.			Switch fan to low, medium, and high speed and check operation. Also check for vibration.				
9.	Clean and check condenser fan for operation vibration and noise.			Switch thermostat control to cooling and check cooling operation. Also check for abnormal noise and vibration.				
10.	Clean and check evaporator fan for operation, vibration, and noise.			Switch thermostat control to heating and check heater operation. Also check for any abnormal conditions.				
11.	Check compressor for operation, vibration, and noise and correct if required. Check compressor mountings and replace if necessary.			Check and record air-flow temperatures ºC		Supply: Return:		
12.	Check thermostat for position, condition, bracketing and test operation.			Check and record unit:	Description Volt Amps	Cooling	Heating	
13.	Check electrical wiring and controls for hot connections and correct operation, rectify, if necessary, check component condition and operation.							

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: ……. Date: …….

Client's Representative

Name: …… Signature: …… Date: …….

Activity Schedule 7

CHILLED WATER FAN-COIL UNIT - QUARTERLY MAINTENANCE & SERVICE REPORT

Building: …….. **Floor: ……..**

Area: …… **Unit description: ……..**

Make: …… **Serial Number: ……..**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION				
1.	Remove air filter, clean properly and re-install. Check the condition of the filter material and report to client if replacement is required.		7.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.				
2.	Clean unit front casing (inside and outside) and grilles. Re-install air filters correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		8.	Check electrical wiring and controls for hot connections and correct operations, correct if required, check component condition and operation, check electrical supply cable and isolator to ensure clean and safe power supply.				
3.	Check thermostat for position, condition, bracketing and test operation.		9.	Check that the condensate drain works sufficient with no condensate leaks and or damage of the components. Clean condensates pan and drain piping if required.				
4.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.		10.	Check and record unit		Heating	Cooling	
					Volts			
					Amps			
5.	Switch thermostat control to full cooling and check chilled water three-way valve and cooling		11.	Check that all grilles are secure and in position,				

	operation, also check for abnormal noise and vibration.			check unit casing for damages and check that unit is properly and rigidly fitted to the wall.		
6.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.		12.	Check and record airflow and temperatures across cooling coil ºC	Air onto coil ºC: Supply air ºC:	

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: …… Date: ……..

Client's Representative

Name: …… Signature: …… Date: ……

Activity Schedule 8

CHILLED WATER FAN-COIL UNIT - ANNUAL MAINTENANCE & SERVICE REPORT

Building: …….. Floor: ……

Area: …….. Unit description: ……

Make: …… Serial Number: ……..

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Remove air filter, clean properly and re-install. Check the condition of the filter material and report to client if replacement is required.		8.	Check unit supply air diffusers for damages or airflow obstruction. Also check unit air intake to ensure free air path with no obstruction.	
2.	Clean unit front casing (inside and outside) and grilles. Re-install air filters correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		9.	Check electrical wiring and controls for hot connections and correct operations, correct if required, check component condition and operation, check electrical supply cable and isolator to ensure	

				clean and safe power supply.				
3.	Check thermostat for position, condition, bracketing and test operation.		10.	Check that the condensate drain works sufficient with no condensate leaks and or damage of the components. Clean condensates pan and drain piping if required.				
4.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.		11.	Check and record unit		Heating	Cooling	
					Volts			
					Amps			
5.	Switch thermostat control to full cooling and check chilled water three-way valve and cooling operation, also check for abnormal noise and vibration.		12.	Check that all grilles are secure and in position, check unit casing for damages and check that unit is properly and rigidly fitted to the wall.				
6.	Switch fan to low, medium, and high speed and check operation. Also check for vibration.		13.	Check and record airflow and temperatures across cooling coil ºC		Air onto coil ºC:		
						Supply air ºC:		
7.	Clean cooling coil fins and tubes		14.	Check for deterioration, rusted metal parts and clean, rustproof treat and paint if required.				

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: …… Date: ……

Client's Representative

Name: …… Signature: …… Date: ……

Activity Schedule 9

DUCTED PACKAGED UNIT - QUARTERLY MAINTENANCE & SERVICE REPORT

Building: …….. **Floor: ……..**

Area: …….. **Unit description: ……**

Make: …… **Serial Number: …….**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly with no by-pass or obstruction.			Clean Evaporator coil.	
2.	Check condensates drain and rectify if necessary.			Inspect Evaporator motor and fan bearings, lubricate if necessary.	
3.	Check condensates drain and rectify if necessary.			Evaporator: Check fan drives, V-belt condition, and alignment and correct or replace if required.	
4.	Check electrical wiring and controls for hot connections and correct operation, rectify, if necessary, check component condition and operation.			Evaporator: Clean unit casing (inside and outside), sump and components.	
5.	Check electrical supply cable and isolator to ensure safe power supply.			Condenser: Test operation of high-pressure switch.	
6.	Check and record each circuit: - Condenser outlet air temperature at discharge of each running condenser fan.			Condenser: Test operation of low-pressure switch.	
7.	Check starter contactors and switchgear.			Check air grilles and diffusers for condition, correct position, and adjustment.	

8.	Check Condenser fan for operation, vibration and noise and rectify if necessary.			Check and repair air leaks on ducting.	
9.	Check Evaporator fan for operation, vibration and noise and rectify if necessary.			Check flexible duct connections for leaks and repair as required. Check all diffusers and flexible ducting for correct and free air flow paths.	
10.	Check Compressor operation, vibration and noise and r e c t i f y i f necessary.			Check duct insulation and repair all damaged insulation.	
11.	Check cooling cycle.			Evaporator: Check unit casing and make sure that all panels and joints seal properly.	
12.	Check heating cycle.			Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.	
13.	Check for gas leaks, repair and top-up with refrigerant if required.			Check refrigerant flow across liquid line filter driers and suction filters and replace if required.	
14.	Check pipe insulation for damage, repair and vapor seal if required.			Check and record refrigerant pressures: - (according to temperature) HP: Pressures: Temperature LP: Pressures: Temperature	
15..	Check safeties.			Check and record airflow and temperatures across cooling coil ºC Air onto coil ºC: Supply air ºC:	
16.	Check unit and unit casing, clean and position properly if required.			Check unit amperage and voltage against manufacturer's data. Red: Volts: Amps White: Volts: Amps Blue: Volts: Amps	
17.	Check thermostat sensing bulb for position and bracketing.			Check and log air quality reading.	

18.	Calibrate control thermostat.			Reinstall all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.	
19.	Check operation of solenoid valves / cooling steps.				
20.	Clean Condenser coil.				

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: …… Date: …….

Client's Representative

Name: …… Signature: …… Date: ……

Activity Schedule 10

DUCTED PACKAGED UNIT - ANNUAL MAINTENANCE & SERVICE REPORT

Building: ……. **Floor: …….**

Area: ……. **Unit description: ……..**

Make: …… **Serial Number: …….**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly with no by-pass or obstruction.			Chemically (liquid soap) clean evaporator coil.	
2.	Check, chemically (liquid soap) clean condensate			Inspect Evaporator motor and fan bearings, lubricate if	

	Drains and rectify if necessary.			necessary.	
3.	Check condition and operation of thermostat and controls.			Evaporator: Check fan drives, V-belt condition and alignment and correct or replace if required.	
4.	Check electrical wiring and controls for hot connections and correct operation, rectify, if necessary, check component condition and operation.			Evaporator: Clean unit casing (inside and outside), sump and components.	
5.	Check electrical supply cable and isolator to ensure safe power supply.			Condenser: Test operation of high-pressure switch.	
6.	Check and record each circuit: - Condenser outlet air temperature at discharge of each running condenser fan.			Condenser: Test operation of low-pressure switch.	
7.	Check starter contactors and switchgear.			Check air grilles and diffusers for condition, correct position, and adjustment.	
8.	Check Condenser fan for operation, vibration and noise and rectify if necessary.			Check and repair air leaks on ducting.	
9.	Check Evaporator fan for operation, vibration and noise and rectify if necessary.			Check flexible duct connections for leaks and repair as required. Check all diffusers and flexible ducting for correct and free air flow paths.	
10.	Check Compressor for operation, vibration and noise and rectify if necessary.			Check duct insulation and repair all damaged insulation.	
11.	Check cooling cycle.			Evaporator: Check unit casing and make sure that all panels and joints seal properly.	

12.	Check heating cycle.			Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.				
13.	Check for gas leaks, repair and top-up with refrigerant if required.			Check refrigerant flow across liquid line filter driers and suction filters and replace if required.				
14.	Check pipe insulation for damage, repair and vapor seal if required.			Check and record refrigerant pressures: - (according to temperature)		Pressures	Temperature	
					HP			
					LP			
15..	Check safeties.			Check and record airflow and temperatures across cooling coil ºC		Air onto coil ºC:		
						Supply air ºC:		
16.	Check unit and unit casing, clean and position properly if required.			Check unit amperage and voltage against manufacturer's data.		Volts	Amps	
					Red			
					White			
					Blue			
17.	Check thermostat sensing bulb for position and bracketing.			Check and log air quality reading.				
18.	Calibrate control thermostat.			Reinstall all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.				
19.	Check operation of solenoid valves / cooling steps.							
20.	Chemically (liquid soap) clean condenser coil.							

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… Signature: …… Date: …….

Client's Representative

Name: …… Signature: …… Date: ……

Activity Schedule 11

EXTRACTION FAN – QUARTERLY MAINTENANCE & SERVICE REPORT

Building: …….. **Floor: ……..**

Area: …… **Unit description: ……**

Make: …… **Serial Number: …….**

No.	MAINTENNACE INSTRUCTION		No.	MAINTENNACE INSTRUCTION	
1.	Check electrical wiring and controls for hot connections and correct operation, rectify, if necessary, check Component condition and operation.		8.	Check bolts not corroded and fastened.	
2	Check electrical supply cable and isolator to ensure safe power supply. Check starter contactors and switchgear.		9.	Check condition of anti-vibration mountings and replace if necessary.	
3.	Check air grilles and diffusers for condition, correct position, and adjustment.		10.	Clean unit casing.	
4.	Check fan for operation, vibration and noise and rectify if necessary.		11.	Check and clean air vents.	
5.	Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.		12.	Clean plant room and floor.	
6.	Check and repair air leaks on ducting.		13.	Replace all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.	
7.	Check housing of extractor fan not damaged and if support brackets are secure		14.		

Notes: Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician/Artisan

Name: …… **Signature: ……** **Date:**

Client's Representative

Name: …… **Signature: ……** **Date:**

ANNEXURE L

SBD 8

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	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? **(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 *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

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[1] 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).[2] 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:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] 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.

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

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[3] 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.

[3] 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.

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

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