

REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO SUBMIT QUOTATIONS TO SOUTH AFRICAN POST OFFICE LIMITED FOR THE SUPPLY AND DELIVERY OF GOODS/SERVICES

SECTION 1 Section to be completed by bidder

| | |
|-------------------------------|--|
| BIDDER COMPANY NAME | |
| BIDDER CONTACT PERSON | |
| BIDDER CONTACT DETAILS | FAX : E-MAIL : TEL : CELL : |

SECTION 2 Section to be completed by SCM

| | | | |
|--|---|-------------------|--------------|
| RFQ NUMBER: | RFQ-24-25-118/Replacement of Air Conditioning in the server room at Bellville Post Office/LN | | |
| OBJECTIVE OF BID: | Is to appoint service provider/s for Replacement of Air Conditioning in the server room at Bellville Post Office and maintenance for a period of twelve (12) months | | |
| DESCRIPTION OF SERVICES: | Replacement of Air Conditioning in the server room at Bellville Post Office and maintenance for a period of twelve (12) months | | |
| ISSUE DATE: | 2024/08/26 | | |
| COMPULSORY SITE VISIT VENUE/DATE/TIME | Bellville Post Office Cnr. Rhos and Davies Streets, Bellville 7530. | 2024/09/05 | 10h30 |
| RFQ CLOSING DATE AND TIME: | 2024/09/13 | | 11:00 |
| PROPOSAL TO BE HAND DELIVERED OR EMAILED TO | Cnr James Drive & Moreleta Street Silverton 0184 SAPORFQ@postoffice.co.za | | |
| RFQ VALIDITY PERIOD: | 120 DAYS (from closing date) | | |
| ENQUIRIES: PROCUREMENT SPECIALIST | Lungile Nkomo Tel:0823611901 Email address: Lungile.nkomo@postoffice.co.za | | |

SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

1. DESCRIPTION OF SERVICE

Replacement of Air Conditioning in the server room at Bellville Post Office and maintenance for a period of twelve (12) months

2. POINT OF DELIVERY OF SERVICES

| VENUE/LOCATION |
|---|
| Bellville Post Office Cnr. Rhos and Davies Streets, Bellville 7530 |

3. PRICE BASIS

- 3.1 Bidders shall take into account that the Post Office's total requirements may not be allocated to only one bidder.
- 3.2 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.
- 3.3 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.

4. PAYMENT

The Contract Price is the amount, agreed to by both parties during contract negotiation process, which the Post Office shall pay to the Service Provider for the Services rendered in terms of the Agreement.

The Contract Price for the Services provided by the Service Provider to the Post Office shall be inclusive of VAT

5. PROPOSAL DOCUMENTS

- 5.1 Bidders responding to this RFQ are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this RFQ.
- 5.2 Proposals can be submitted through email or Tender Box. It is the bidder's sole responsibility to ensure that the bid has been received by the Closing Date and Time.
- 5.3 Proposal documents must be completed in ink and any amendments to the proposal documents, whether erasures or by means of correction fluid (e.g. tippex), must be initialled by the bidder.
- 5.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 5.5 Proposals must be compiled in the following manner:
 - 5.5.1 one (1) original proposal (marked ~~original~~) must be submitted
 - 5.5.2 Loose-leaf (not bound) proposal must be supplied, in arch lever files.

Annexure 'B'

5.5.3 Loose leaf (not Bound) proposal must be supplied, in arch lever files

5.5.4 if the proposal is submitted by a consortium / JV, each company forming part of the consortium / JV must complete Annexures ~~1~~ and ~~2~~ individually and submit it as part of the proposal; **Bidders who are doing JV must submit consolidated BBEE Certificate for scoring point.**

5.5.5 all Annexures, company profiles, etc., shall form part of the '**ORIGINAL**' as well as the '**COPY**' proposals.

5.6 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:

- 5.6.1 Name of bidder;
- 5.6.2 Description of proposal;
- 5.6.3 RFQ number;
- 5.6.4 Closing date and time;
- 5.6.5 Name of person for whose attention the proposal is intended; and
- 5.6.6 The name and address of the Bidder must be written on the reverse side of the proposal/envelope.

6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, **in writing**, with the undernoted Post Office officials should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. The Post Office undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

| Officials | Location | Contact Details |
|---|--|---|
| Lungile Nkomo (Procurement Specialist) | South African Post Office Limited Supply Chain Management Cnr. James Drive and Moreleta Street, Silverton, Pretoria. | (012) 845 2553/082 361 1901 Lungile.Nkomo@postoffice.co.za |

7. CLARIFICATIONS

- 7.1 Bidders are encouraged to submit clarification questions in writing to South African Post Office Officials mentioned above not later than **09 September 2024** No further questions will be entertained after this period.
- 7.2 The SAPO will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 7.3 Oral communication or instruction by SAPO or its representative shall have no standing in this RFQ unless and until they have been confirmed in writing.

7.4 SAPO accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this RFQ.

8. VALIDITY PERIOD OF PROPOSAL

The period during which the Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the bidder shall be Hundred and Twenty **(120)** days from the date on which proposals are due. After such period a bidder may withdraw his proposal if he has not been notified of its acceptance.

9. COST OF THE BID

Each Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation or submission of its bid and of negotiating with the SAPO regarding a possible contract agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive procurement process.

10. BIDDING CONDITIONS

10.1 The South African Post Office reserves the right to reject and /or disqualify any proposal:

- 10.1.1 Received without all the data and information requested.
- 10.1.2 That fails the Bid Conditions as stipulated in Addendum 2q
- 10.1.3 That fails to comply with the specification.
- 10.1.4 That contains any information that is found to be incorrect or misleading in anyway.
- 10.1.5 Such non-compliant bids shall be rejected without further evaluation, provided that SAPO believes, in its own discretion, that the non-compliance is minor then SAPO may continue with the evaluation, or seek clarification thereon or reject the bid.

10.2 The South African Post Office reserves the right:

- 10.2.1 Not to award or cancel this RFQ at any time and shall not be bound to accept the lowest or any bid.
- 10.2.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- 10.2.3 To accept part of a bid rather than the whole bid.
- 10.2.4 To split the award of the bid between two or more Bidders.
- 10.2.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders and Reserved Bidders have been notified of their status as such.
- 10.2.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Services bid for, whether before or after adjudication of the bid.
- 10.2.7 To award the contract to a Bidder whose bid was not the lowest in price.
- 10.2.8 To award the bid to a Bidder who is not the highest scoring Bidder.
- 10.2.9 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

10.3 The RFQ bid will be evaluated as follows:

✓ **Phase 0: Compulsory Site Visit at;**

| Venue/Location | Time |
|---|---------------|
| Bellville Post Office Cnr. Rhos and Davies Streets, Bellville 7530. | @10h30 |

✓ **Phase 1: Gatekeeping Criteria.**✓ **Phase 2: Bid Conditions.**✓ **Phase 3: Commercial - Price (80) and Specific Goal (20).**

10.4 No attempts may be made, whether directly or indirectly, to canvass any member of SAPO staff before the award of the contract. Any enquiries must be referred, in writing, to the specified persons.

11. SAMPLES (If applicable)

SAPO shall not pay for samples provided and damaged / destroyed samples as a result of destruction testing.

12. CONDITIONS OF PURCHASE

The terms and conditions applicable to any order / contract that may result from this bid will be stated in the main contract between SAPO and appointed service provider.

PROPOSAL QUESTIONNAIRE

1. PRICE BASIS

Bidders shall indicate whether the prices quoted

1.1 are fixed (Please note that SAPO prefers fixed prices).

☐ Yes ☐ No

If no specify: õ ..

õ .

1.2 Inclusive of VAT;

☐ Yes ☐ No

1.3 exclude the discounts offered as per paragraph 2 of this Annexure;

☐ Yes ☐ No

If no specify: õ

õ õ

1.4 include all costs applicable

☐ Yes ☐ No

If no specify: õ .

õ .

2. PAYMENT

Bidders shall indicate whether they accept the terms of payment of the Post Office as stipulated in clause 5 of the Scope of Supply and Specific Instruction (Annexure Bq).

☐ Yes ☐ No

If noq please specify alternative terms of payment required.

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.....
Payment will be made at the end of the month following the date of statement.

However, should we decide to make an earlier payment, state the settlement discount offered:

% Discount: ō ō ō ō ō ō ō ō ō ō ō ō ō ō

Days : ō ō ō ō ō ō ō ō ō ō ō ō ō ō

From: ō ō ō ō ō ō ō ō ō ō ō ō ō ō

.....

DELIVERY/EXECUTION

3.1 It is required that delivery / execution shall commence immediately after contract award. Please, indicate whether this target can be achieved.

☐ Yes ☐ No

3.2 If ~~no~~ please specify alternative delivery date(s).

.....

3.3 Should it become apparent to the successful Bidder at any time during the course of the execution of the order that the guaranteed completion date may not be reached, the successful Bidder shall immediately notify the SAPO representative in writing of this fact, stating the reasons for the delay as well as the actions being taken to rectify the situation

4. VALIDITY PERIOD OF PROPOSAL

- Please note that the Post Office requires that the bid be valid for a period of Hundred and Twenty **(120) days** from closing date of the RFQ without any right of withdrawal from the bidder. The Bidder accepts the validity period.

☐ Yes ☐ No

5. CONDITIONS OF PURCHASE

Bidders shall indicate whether they accept the Contractual Terms and Conditions.

☐ Yes ☐ No

If ~~no~~ please specify amendments for consideration (attach additional pages if required).

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6. MANUFACTURING FACILITIES (if applicable)

6.1 Physical address where the manufacturing process will take place.

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6.2 Name of company who will do the manufacturing.

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7. SUPPLIER CREDENTIAL FORM

Annexure ~~to~~ refers.

Bidders shall complete and return the credential form, which will be considered part of the proposal.

8. QUALITY ASSURANCE

Bidders shall indicate what Quality Assurance System is being used by their company and, if applicable, by their sub-contractors.

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Note: Accreditation to ISO standards would be imperative. Please submit full details in this regard and submit a copy of the relevant certificate if applicable (attach additional pages if required).

9. COMPLIANCE TO SPECIFICATION

Bidders shall indicate whether the goods/services offered comply with the specifications listed in Annexure ~~D~~q

☐ Yes ☐ No

If ~~No~~ please specify the deviations (attach additional pages if required).

SIGNATURE :

NAME OF DELEGATED SIGNATORY :
(PRINT) in his capacity of

DESIGNATION OF SIGNATORY :
(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY) :

DATE :

| |
|---|
| THE SOUTH AFRICAN POST OFFICE'S CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT |
|---|

1. DEFINITION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them:

- 1.1 ~~%~~Bidder+shall mean any person who attends the briefing session and/or any entity which is represented at the briefing session whose details and signature are set out in the attendance register;
- 1.2 ~~%~~Confidentiality Agreement+shall mean this confidentiality Agreement; and
- 1.3 ~~%~~Post Office+shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South Africa with registration number 1991/005477/06.

2. INTRODUCTION

- 2.1 The Bidder has attended a briefing session which is hosted by the Post Office, at which the Post Office shall provide information to Bidders who wish to enter into discussions with the Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the Post Office, which discussions may or may not result in the Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.
- 2.2 During the briefing session and in negotiating the business relations, the Post Office shall disclose confidential information relating to its business to the Bidder.
- 2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

3. CONFIDENTIAL INFORMATION

Confidential Information in respect of this Confidentiality Agreement shall include, but not be limited to, all oral, written, printed, photographic and recorded information of all types that is:

- 3.1 Confidential or secret information relating to the commercial and financial activities of the Post Office, which would include legal, financial, contractual or commercial arrangements between the Post Office group of companies, customers and/or third parties;
- 3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom the Post Office enjoys a commercial relationship;
- 3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature;

- 3.4 Trade secrets, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names, trade marks, know how, techniques, technology, copyright, and all goodwill relating to the business and any other existing intellectual property rights or any intellectual property created as a result of the provision of services;
- 3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any party is or may become involved; and
- 3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

4. EXCLUDED INFORMATION

There will be no obligation of confidentiality or restriction on the use of information where:

- 4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder; or
- 4.2 The information was already known to the Bidder (as evidenced by its written records) prior to its receipt under this or any previous confidentiality agreement between the parties or their affiliates; or
- 4.3 The information was received from another party not in breach of an obligation of confidentiality.

5. NON-DISCLOSURE

- 5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the Post Office.
- 5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Post Office.
- 5.3 The Bidder may disclose the Confidential Information only to its directors and other officers, employees and professional advisors agents and consultants only on a strictly need-to-know basis and on the terms and conditions provided for in this Confidentiality Agreement.
- 5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than:
 - 5.4.1 That for which it is disclosed; and
 - 5.4.2 in accordance with the provisions of this Confidentiality Agreement.
- 5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.
- 5.6 The Bidder agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisers, agents and consultants, provided that such professional advisers, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.

- 5.7 The Bidder shall takes all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties.

6. OWNERSHIP

- 6.1 All Confidential Information disclosed by the Post Office to the Bidder is acknowledged by the Bidder to be proprietary to the Post Office who shall retain all right, title and interest in and to that information.
- 6.2 The possession of the Confidential Information by the Bidder does not to confer any rights of whatever nature in such Confidential Information to the Bidder.
- 6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any applications for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

7. STANDARD OF CARE

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard of care that it applies to its own proprietary, secret or confidential information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

8. RETURN OF CONFIDENTIAL INFORMATION

- 8.1 The Post Office may at any time request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to the Post Office confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.
- 8.2 Alternatively to the return of the material contemplated in clause 0 above, the Bidder shall, at the request of the Post Office, destroy the Confidential Information and furnish the Post Office with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.
- 8.3 The Bidder shall comply with the request in terms of this clause 8 within forty-eight hours of receipt of such a request.

9. BREACH

- 9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.
- 9.2 The Bidder shall be liable to pay the Post Office all costs incurred in the protection of its interests in terms of this Confidentiality Agreement on an attorney and own client scale.

- 9.3 The Bidder acknowledges that the Post Office shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should the Post Office have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of the Post Office.

10. DURATION

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to pursue the discussions to enter into a business relationship or that the relationship between the parties pursuant to those discussions is terminated for any reason whatsoever

11. GENERAL

- 11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.2 No addition to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 11.3 No relaxation or indulgence which the Post Office may grant to the Bidder shall constitute a waiver of the rights of the Post Office and shall not preclude the Post Office from exercising any rights which may have arisen in the past or which might arise in future.
- 11.4 The Bidder agrees and confirm by their signature to the RFQ Documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.
- 11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Confidentiality Agreement.

SIGNATURE

.....

NAME OF DELEGATED SIGNATORY

.....

(PRINT)

in his capacity of

DESIGNATION OF SIGNATORY

.....

(PRINT)

who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY)

.....

DATE

.....

BIDDER'S DECLARATION OF INTEREST

1. Any legal person or persons having a kinship with persons employed by the South African Post Office may make an offer or offers in terms of this invitation to bid. In view of the possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to a South African Post Office employee, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluation/adjudication authority declaring his/her interest where .
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation/adjudication of the bid (s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

| Question | Answer Yes / No | If yes, state particulars |
|--|-----------------|---------------------------|
| 2.1 Are you or any person connected with the bidder, employed by the South African Post Office? | | |
| 2.2 Do you or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the South African Post Office and who may be involved with the evaluation and or adjudication of this bid? | | |

| | | |
|---|-----------------------------|---------------------|
| 2.3 Are you or any person connected with the bidder, aware of any relationship (family, friend, other) with a person employed by the South African Post Office and who may be involved with the evaluation and or adjudication of this bid? | | |
| 2.4 Were you or any person in your company involved or assisted SAPO employees in the development and/or drafting of the specification for this bid | | |
| 2.5 Shareholders of the Company | | |
| Name | Identity Number (ID) | Company Name |
| | | |
| | | |
| | | |
| | | |
| 2.6 Directors | | |
| Name | Identity Number (ID) | Company Name |
| | | |
| | | |
| | | |
| | | |
| 2.7 Trustees | | |
| Name | Identity Number (ID) | Company Name |
| | | |
| | | |
| | | |

2.8 Employee of SAPO: If the employee of SAPO is a Shareholder / Director / Trustee it must be declared as follows:

| Name | Identity Number (ID) | Persal Number / Employee Number |
|-------------|-----------------------------|--|
| | | |
| | | |
| | | |
| | | |

Non-disclosure shall constitute a serious offence and shall entitle the South African Post Office to take the necessary legal action, which may include applying for an interdict and/or claiming for damages, to enforce this Agreement.

3. The Bidder acknowledges that the stipulations of this Agreement is fair and that all costs incurred by the South African Post Office to enforce this contract or to curb any breach or to claim damages resulting from a breach by the Bidder shall be payable by the Bidder should he be proven guilty.

DECLARATION

I, the undersigned (Full Name) _____

Certify that the information furnished in paragraph 2.1 to 2.8 above is correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

DECLARATION OF BIDDERS PAST SUPPLY CHAIN

MANAGEMENT PRACTICES

1. The bid of any bidder may be disregarded if the bidder, or any of its directors have
Abused the institution's supply chain management system;
Committed fraud or any other improper conduct in relation to such system; or
Failed to perform on any previous contract.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

| Question | Answer Yes / No | If yes, furnish particulars |
|--|--------------------|-----------------------------|
| 2.1 Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied.) | | |
| 2.2 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)? (To access this register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters".) | | |
| 2.3. Was the bidder or any of its directors convicted by a court of law (including court outside of the | | |

| | | |
|---|--|--|
| Republic of South Africa) for fraud or corruption during the past five years? | | |
| 2.4 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? | | |

3. Non-disclosure shall constitute a serious offence and shall entitle the South African Post Office to take the necessary legal action, which may include applying for an interdict and/or claiming for damages, to enforce this Agreement.
4. The Bidder acknowledges that the stipulations of this Agreement is fair and that all costs incurred by the South African Post Office to enforce this contract or to curb any breach or to claim damages resulting from a breach by the Bidder shall be payable by the Bidder should he be proven guilty.

DECLARATION

I, the undersigned (Full Name) _____

Certify that the information furnished in paragraph 2.1 to 2.4 above is 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

NAME OF DELEGATED SIGNATORY:
(PRINT) in his capacity of

DESIGNATION OF SIGNATORY
(PRINT) who warrants his authority to sign on behalf of
the bidding company

DATE

SUPPLIER CREDENTIAL FORM

Contents:

Part A: General Particulars

Part B: Declaration

Please complete the form in full .

Part A: GENERAL PARTICULARS

1. Particulars of Enterprise

Please complete the form in full.

Part A: GENERAL PARTICULARS

Particulars of Enterprise

[illegible]

Annexure 'I'

| | |
|-------------------------------|--|
| | |
| E-mail address | |
| | |
| Business Tel number | |
| Business Fax number | |
| | |
| Particulars of contact person | |
| Initials and Surname | |
| | |
| Designation | |
| | |
| | |
| Direct Telephone Number | |
| | |
| Direct Fax number | |
| | |
| Cell phone number | |
| E-mail address | |
| | |

2. (a) Provide your CSD registration number

(b) Provide sub-contractor CSD registration number (if applicable)

3. Type of business:

- ☐ Partnership
 ☐ Sole Trader
☐ Close Corporation
 ☐ Company Pty Ltd
☐ State Owned Enterprise
☐ Other (Specify) _____

4. Principal Business Activity and Types of Services Provided:

5. Since when has the enterprise been in operation? Months/Years

6. What is your company's annual turnover (previous financial year)? R

Part B: DECLARATION

I, the undersigned hereby declare, in my capacity as

And duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African Post Office from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being correct.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF
ENTERPRISE/ORGANISATION:

| Name: | Signature: | Date: | Telephone |
|----------|------------|-------|-----------|
| | | | |
| Address: | | | |

PART A INVITATION TO BID

| | | | | | |
|---|--|------------------|---|-------------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN POST OFFICE SOC LIMITED | | | | | |
| BID NUMBER: | RFQ-24-25-117/Replacement of Air Conditioning in the server room at Cape Mail Centre /LN | CLOSING DATE: | 13 SEPTEMBER 2024 | CLOSING TIME: | 11H00 |
| DESCRIPTION | Replacement of Air Conditioning in the server room at Cape Mail Centre /LN | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT or EMAILED TO; | | | | | |
| CORNER MORELETA STREET AND JAMES DRIVE, | | | | | |
| SILVERTON | | | | | |
| PRETORIA | | | | | |
| EMAILED TO | | | | | |
| SAPORFQ@postoffice.co.za | | | | | |
| | | | | | |
| NOTE: Closing date and Time for both email and hand delivery is @11am 13 September 2024 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | | CONTACT PERSON | | | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | | | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | | | |
| E-MAIL ADDRESS | | E-MAIL ADDRESS | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

| | |
|--|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p> |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

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

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

2.2.1 If so, furnish particulars:

☐
☐ ☐

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

☐ ☐

3 DECLARATION

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

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

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

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

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

Signature

Date

Position

Name of bidder

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

SPECIFICATION

1. Objectives

To appoint a specialist air conditioning contractor/ service provider for a once-off replacement of wall & ceiling mount split units, and a twelve (12) months maintenance service of air conditioning in the IT server rooms at Cape Mail Centre.

1.1 Points of Delivery of services

| BUILDING |
|---|
| Bellville Post Office Cnr. Rhos and Davies Streets, Bellville 7530. |

2. Legislative Requirements

- 1.1 The workmanship under this contract shall be in line with S.A.B.S standards for Air Conditioning, Refrigeration & Ventilation, and original equipment manufacture's specification.
- 1.2 Comply with the Occupational Health and Safety Act, Act No. 85 of 1993, as amended.
- 1.3 The Compensation for Occupational Injuries and Diseases Act (COIDA).
- 1.4 The National Environmental Management Act 107 of 1998 must be followed to ensure that chemicals used by cleaning & hygiene companies are safe and without risk to both to health, safety to employees, property and environment. This also applies to procedures for the procurement, storage, handling and transport of such chemicals.

3. Technical Requirements

- 1.5 Temperature to be maintained should be between 18°-27°C. Humidity range is 40% and 60% rH at minimum.
- 1.6 The bidder must remotely monitor server room temperature and humidity through a 24/7 reliable and alerting temperature monitoring system suitable for off-site monitoring of temperature and humidity via Wi Fi and GSM.
- 1.7 The air conditioning system units must be of current inverter technology compliant with energy saving refrigerant regulation. **No discontinued R22 technology will be accepted.**
- 1.8 A Certificate of Conformity (CoC) shall be issued by a Gas registered Refrigeration Gas Practitioner for the installation, and as per SANS 347 and SANS 10147.
- 1.9 Issue an electrical Certificates of Compliance (CoC) as regulated by the Occupational Health & Safety Act, 1993 read with the Electrical Installations Regulations 2009 (as amended from time to time)

4. Performance

- 4.1 The bidder will be responsible for all maintenance and servicing of Air-conditioners as specified i.e. IT Server Rooms.
- 4.2 Installation and Maintenance services must be rendered during working hours. Arrangements to conduct installation and service outside working hours shall not constitute additional claim by the service provider.
- 4.3 The successful service provider must start and deliver the specialized services within seven (7) working days after appointment or as specified in purchase order/ appointment letter/ contract.
- 4.4 The bidder must be available during working & after hours for the duration of the contract to respond to Air-conditioner breakdowns or defects and complaints about any malfunctioning thereof within 1 hour.
- 4.5 Air-conditioner maintenance activities must be recorded and monitored by the bidder. These records must be logged during each site visit.

5. Repair and Replacement

- 5.1 The bidder must in the event of repairs to or replacements of Air-Conditioner components, other than inspection, maintenance, service or specific repairs or replacements, listed in the BoQ/ Pricing Schedule, require attention, the bidder must submit a detailed quotation for such additional work to the SAPO representative and obtain approval from SAPO before attending to the additional repairs or replacements.

6. Warranty Period

- 6.1 Warranty certificate must be provided with each new part / component replacement or equipment. If the same part / component of the same equipment have to be replaced within the warranty period, the cost of the replacement will be for the bidder's account.

7. PPE (Personal Protective Equipment)

- 7.1 All PPE needed must be supplied by the service provider
- 7.2 All PPE are to conform to the requirement as prescribed by the OSH Act.

8. Security and Employment Vetting

- 8.1 The bidder's personnel, who render services at SAPO sensitive security areas, must, at the cost of the bidder, be cleared up to the level of %CONFIDENTIAL+by SAPO.
- 8.2 The bidder is required as a minimum to conduct security vetting and checks of all employees deployed to SAPO's service areas. Failure comply will result in breach of contract conditions.
- 8.3 Personnel must be clearly identifiable via uniforms and security identification cards. No undeclared persons at server rooms.
- 8.4 The service provider will be subjected to a security screening process in line with SAPO prescribed processes (As and when applicable)

9. Public Liability Cover, Insurance and Compensation Commission

- 9.1 The bidder must provide proof of Public Liability Insurance in the amount of R5m.

10. COIDA

- 10.1 The service provider must submit a Letter of Good Standing with the Compensation Commissioner

1. EVALUATION PROCESS/CRITERIA

The bid will be evaluated as follows:

- **Phase 0:** Compulsory Site Visit

| Venue/Location | Time |
|---|--------|
| Cape Mail Centre Cnr. Mail & Showground Avenue, Epping Industrial, Cape Town 7460. | @10h30 |

- **Phase 1:** Gatekeeping Criteria.
- **Phase 2:** Bid Conditions.
- **Phase 3:** Commercial - Price (80) and Specific Goal (20).

1.1 Phase 1: Gatekeeping Criteria

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation.
Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.

1.1.1 Pricing schedule (Annexure F1) should be submitted.

1.1.2 The service provider must be registered and in good standing with the Construction Industry Development Board (CIDB) for mechanical engineering services, the following must submitted

1.1.2.1 The bidder must submit a valid CIDB minimum grade **1ME**; the certificate/proof submitted of a CIDB minimum grade **1ME** accreditation must be valid on the date of bid closing.

1.2 Phase 2: Bid Conditions

The bidders must provide the following documentation with their bid proposals.

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within two (2) working days excluding statutory requirements that being tax compliancy. Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

1.2.1 Reference Letters/Completion Certificates (Company Experience)

The bidder must have successfully executed at least one year Air Conditioning experience at other companies

- ✓ Bidders are required to submit a minimum of one (1) signed client reference letters from different clients on their clients' letterhead or one (1) completion certificates from different clients confirming the experience in Air Conditioning for a minimum period of twelve (12) months within the past five (5) years of bid closing date. The letter must indicate the start and end date of the experience.

1.2.2 Public Liability

The bidder must submit a proof of a comprehensive Public Liability Cover/ Insurance to the minimum of Five Million Rand (R5 million Rand). If the bidder does not have this currently, the bidder must submit a letter from the bidder's insurance company confirming that they will insure the bidder for this amount upon contract appointment/award.

Note: A quote from insurance will not be accepted

1.2.3 Compensation for Occupational Injuries and Diseases (COIDA)

The bidder must submit a Letter of Good Standing with the Compensation for Occupational Injuries and Diseases (Act. No 130 of 1993 and Act. No 61 of 1997)

1.2.4 Specific Goals (The Preferential Point System)

The specific goal that this project seeks is to appoint service provider/s that are as follows;

- At least 51% Black owned or more.

The following will be used to assess the specific goal

- A SANAS accredited BEE Certificate OR
- Signed Sworn Affidavit attested by a Commissioner of Oaths(EMEs and QSEs) OR
- CIPC/DTI BBBEE Certificate (EMEs and QSEs)

The Preferential Point System that will be used are **20/80** (20 Preferential Point and 80 Pricing).

Note: Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 20 for the specific goal.

1.2.5 Central Supplier Database

Bidders must be registered on the National Treasury Central Supplier Database (CSD). If the bidders are not registered the bidder can register online at the following website www.csd.gov.za to upload mandatory information as required. Submit Updated CSD Report

1.2.6 Tax compliance requirements

SAPO will not do business with a supplier who is not tax compliant.

1.2.6.1 A CSD MAAA number provided by the bidder on the SBD1 form, will enable SAPO to verify a bidder's tax compliance status.

1.2.7 SBD Forms

Bidders must complete and submit SBD1

Bidders must complete and submit SBD4

Note: SAPO shall disqualify bidders that are in the National Treasury list of restricted suppliers.

1.3 Phase 3: Commercial Evaluation

The bid will be evaluated on 80/20
Price (80) and Specific Goals (20)

Addendum 2

| Criteria | Weight | Sub-criteria |
|--|--------|--|
| Total Price | 80/100 | Benchmark against lowest quote |
| Contribution to specific Goals | 20/100 | Points will be awarded to bidders according to their specific goals as indicated in the specific goal table below: |
| Specific Goal | | Scores |
| Bidding Company that is ≥ 51% Black owned | | 20 |
| Bidding Company that is < than 51% Black owned | | 0 |

PRICING SCHEDULE/BILL OF QUANTITIES: BELLVILLE POST OFFICE AIR-CONDITIONING IN THE SERVER ROOM

NAME OF BIDDER / SUPPLIER.....

Bidders shall:

- a) Bidders shall quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service.
- b) Bidders shall quote rates that **include** value added tax;

| ITEM | DESCRIPTION | UOM | QTY | RATE | TOTAL |
|------|--|-----|-----|------|----------|
| 3.1 | Preliminaries & General: Scaffolding, site establishment, safety file & procedures, etc. | Sum | 1 | R | R |
| 3.4 | Supply and instal new wall mount 22000 BTU inverter unit complete with pipping, accessories, brackets, etc. (Emergency/ Red) | No | 1 | R | R |
| 3.6 | Supply and install electrical wiring including isolators for the new installation | No | 1 | R | R |
| 3.7 | Electrical & Refrigerant CoC for the new installation: Electrical and Air-Conditioning | No | 1 | R | R |
| 3.8 | Remote Temperature and Humidity monitoring system | No | 1 | R | R |
| 3.10 | Twelve (12) months services of Air-Conditioning units as per these specification. | Sum | 12 | R | R |
| 3.11 | Emergency Call Outs. Note: Call Outs outside of warranty cover. | Sum | 12 | | R |
| 3.10 | Total Cost Before V.A.T | | | | R |
| 3.11 | Value Added Tax (V.A.T) @ 15% | | | | R |
| 3.12 | TOTAL PROJECT COST(Incl VAT) | | | | R |

The bidder warrants that the pricing quoted above is free of any errors and omissions and that he/she is able to deliver the service on the price Quoted.

SIGNATURE :

NAME OF DELEGATED SIGNATORY :

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY :

(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY) :