

REQUEST FOR QUOTATIONS (RFQ)

GOODS		SERVICE	x
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DESCRIPTION:	Appointment of a Service Provider to provide Heating Ventilation, Air condition (HVAC) Services at the South African Astronomical Observatory Cape Town for a Period of 2 years.		
RFQ REFERENCE NUMBER:	SAAO/RFQ/2024/105456		
DATE ISSUED:	14 November 2024		
NON-COMPULSORY ONLINE BRIEFING SESSION	20 November 2024 @11:00am		
CLOSING DATE AND TIME:	29 November 2024 @16:00pm		
QUOTATIONS TO BE SUBMITTED TO:	scm@saa.ac.za		
PREFERENCE POINTS SYSTEM:	80/20		
NB: Please write down the RFQ number as the reference on the subject line of the email when submitting			
Zoom Link for Online Briefing Session: https://saastrnomical.zoom.us/j/93562583481?pwd=1MVOVlfGyJmvNh6afAELMmBwFIbakN.1			
LOCATION:	SAAO , 1 Observatory Road, Observatory, Cape Town		
Enquiries relating to bidding procedures may be directed to:		Technical enquiries may be directed to:	
Contact person:	Sibabalo Mbengashe	Contact person:	Sanchia Lewis
E- Mail address:	scm@saa.ac.za	E- Mail address:	sanchia@saa.ac.za
Telephone No:	021 201 5171	Telephone No:	021 201 1623

SUPPLIER INFORMATION

Name of Bidder Name:

Street Address:

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

**Tax
Compliance
Status**

Tax
Compliance
System PIN

OR

Central Supplier
Database No.

MAAA

**B-BBEE Status
Level Verification
Certificate**

Tick Applicable Box.
☐ Yes ☐ No

**B-BBEE Status
Level Sworn
Affidavit**

Tick Applicable Box.
☐ Yes ☐ No

[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

**Are you the accredited
representative in South
Africa for the
goods/services/works
offered?**

☐ Yes ☐ No
[If yes
enclose
proof]

**Are you a foreign-
based supplier for
the
goods/services/work
s offered?**

☐ Yes ☐ No
[If yes, answer the
questionnaire below]

Is the entity a resident of the Republic of South Africa (RSA)?

☐ Yes ☐ No

Does the entity have a branch in the RSA?

☐ Yes ☐ No

Does the entity have a permanent establishment in the RSA?

☐ Yes ☐ No

Does the entity have any source of income in the RSA?

☐ Yes ☐ No

Is the entity liable in the RSA for any form of taxation?

☐ Yes ☐ 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).

1. INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA). The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the Auditor-General of South Africa (AGSA) on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

1.1. INTRODUCTION TO THE BUSINESS UNIT (SAAO) RESPONSIBLE FOR THIS RFQ

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation (NRF) and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility and by promoting astronomy and astrophysics in Southern Africa.

2. THE REQUIREMENTS OF THIS RFQ

2.1. THE NEED FOR THIS PROCUREMENT WITHIN SAAO

The purpose of this Request for Quotation (RFQ) is to appoint a suitable service provider for reactive maintenance, planned preventative scheduled maintenance and supply-and-installation of new Heating Ventilation Air Conditioning (HVAC) equipment for Observatory Site, Cape Town. The duration of the service will be for 2 years (24-month period) at South African Astronomical Observatory (SAAO), Observatory, Cape Town.

2.2. SUPPLY SPECIFICATIONS

SAAO invites the submission of quotations for the following:

This document set out requirements for contracting with a service provider(s) for the provision of:

The SAAO is looking to appoint an accredited specialist for maintenance and installation of heating, ventilation and air-conditioning systems on our Observatory Site, Cape Town.

- a) The awarded contractor(s) will perform reactive as well as planned preventive maintenance of the installed HVAC and ancillary equipment.
- b) Maintenance of systems shall include all repairs and replacement due to normal wear and tear, as necessary, of any of the component parts of the equipment as well as the replacement of refrigerant gas.
- c) The objective is to provide an effective and responsive service to ensure all required HVAC equipment faults and defects are dealt with in a prompt and efficient manner and to ensure a comfortable working environment for users and that content of refrigerated equipment is kept at desired temperatures.
- d) Appointed service provider may be requested to design, supply and install new HVAC systems as well as other related equipment.
- e) Appointed service provider will be requested to perform HVAC related electrical work which will be performed by an authorized qualified electrician.
- f) Appointed service provider will be requested to repair and maintain air-conditioning systems specifically utilized in temperature and humidity control.
- g) To simplify maintenance, SAAO intends standardizing on Samsung or Daiken brands, wherever possible or practical. However, other reputable brands will be considered.
- h) All reasonable steps shall be taken to ensure that the work is carried out in an efficient and economic manner and with a minimum of inconvenience to the client.

For the work required, the RFQ must include costs for all specified materials, labour, cleaning, rubble removal, ladders, scaffolding, equipment, health safety and any other specified costs.

Location:

1 Observatory Road, Observatory, Cape Town

2.2.1. Technical Specification

- a) HVAC “works” shall be carried out with skill, care and diligence in terms of the provisions of the contract, stipulations and specifications and to observe any applicable laws, regulations and instructions. All work performed and parts supplied shall conform to the lowering of the SAAO carbon footprint. Respond to emergencies within the agreed response time.

2.2.2. Contracts Manager

- b) Appointed service provider will nominate “Key Account Manager” to act as the key point of contact. The “Key Account Manager” will attend meetings when required, assist with the monitoring and review of the SLA, and will deal with problems that cannot be routinely resolved by the relevant Supervisor.

2.2.3. Health and Safety Requirements

- a) In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.

- b) The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).
- c) The contracted supplier shall make available to SAAO the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.
- d) Prior to commencement of any work the contractor needs to complete an Indemnity form, the SAAO Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.

2.2.4. Performance Management

- a) The SAAO measures performance throughout the contract life. The SAAO has regular performance review with the contractor. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.

2.2.5. Contract Communication

- b) The SAAO communicates in writing as well as through email. The SAAO maintains all contract documentation, correspondence, etc. in a defined contract file/electronically open for inspection. The contracted party communicates in writing and through email. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc.

2.2.5.1 Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued. The quote needs to contain the following:

- a) Contract Number
- b) Quantity
- c) Unit price per this contract;
- d) Delivery Date;
- e) Timeline of project;
- f) The specific delivery site.

The detailed quotation will be submitted to the SAAO Site manager for approval. This will then go to SAAO Supply Chain Management Office for processing.

Where specific procurement items as specified in the contract are required, the SAAO issues a purchase order stating the contract number for the requirement.

2.2.5.1. Note

Where required, supply and installation of high-quality equipment and materials:

- a) The appointed service provider charge costs on a monthly basis in accordance with the agreed rates.
- b) Invoice should clearly indicate labour portion and supplied parts.
- c) Breakdowns will be charged on an hourly rate as per the Contract and spare parts will be charged on cost plus mark-up as per Contract.
- d) Supply the SAAO with an annual HVAC condition report.
- e) Call out fee is applicable to the first hour of maintenance.

The service provider will be fully responsible for meeting all requirements in this document regarding the works. In addition, all works will be carried out to the standard and SAAO working procedures, as well as any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per agreed work schedule & frequency as and when required by work instructions issued by SAAO.

2.2.6. Detailed scope of works:

The service provider will be responsible for the servicing, maintenance, repairs, alterations, relocation and minor new installation of the HVAC Infrastructure. The work will be done under the following maintenance types as and when required:

- a) Planned Preventative Maintenance

The service provider commits to ensuring support of the Air Conditioning installations by onsite maintenance in accordance with schedules adopted and agreed upon by both parties.

The service tasks of preventive maintenance include but not limited to the following:

- i) A comprehensive six-monthly preventive maintenance service of all Air Conditioning Units, troubleshooting, repair and restoration of all the components of the Air Conditioning Unit.
- ii) Assistance and advice in the best practice administration relating to the Air Conditioning Equipment Area.
- iii) To check that the Units are functioning correctly.
- iv) Check and optimise the oil and gas levels of Air Conditioning Units.
- v) To check for unusual noise, vibration, or leaks, dust, minor corrosion, and also other exposed components.
- vi) Tightening the electrical connections.
- vii) To chemically clean or wash coils, check fan motor voltage and amps (current), lubricate moving parts, check, check fan blades, belts and pulleys and adjust.
- viii) Clean blower wheels.

b) Corrective Maintenance

The service provider makes every effort to ensure that the breakdowns of the Air Conditioning installations as a result of the normal use of equipment should be handled by providing the following services:

- i) The service provider must provide an email address or contact for system malfunctions of all kinds, which allows for defining of problems and to secure a timeous and effective intervention. SAAO will notify the service provider telephonically or by email that a problem is experienced and that the service provider needs to attend to the site immediately.
- ii) The service provider must have a qualified technician on-site within 24 hours from the first telephonic call/call attempt.
- iii) Repairs to the air conditioning units, and associated equipment and installations must start within 24 hours from the first telephonic call/call attempt (unless SAAO agrees to an alternative response time with the service provider during the call or on-site inspection).
- iv) The 24 hours' requirement will be heavily dependent on the severity of the incident. If the incident is less severe, SAAO will settle for slightly longer response times. SAAO will be the judge of the incident severity and repairs must be completed upon a mutually agreed period.
- v) Should the service provider's response time to site exceed the specified 24 hours (or alternative duration as agreed to by NRF/SAAO) a penalty equivalent to 5% of the incident costs will be applied.
- vi) The service provider should provide a list of necessary spare parts required for smooth functioning of Air Conditioning Units.

- c) Predictive maintenance
- d) Unplanned breakdowns and emergency repairs
- e) New installations

The work will be done for the following systems/fittings categories:

Using proven experience and ability the service provider shall be able to evaluate malfunctioning, diagnose failure, repair, refurbish, upgrade, test, commissioning and provide skilled maintenance of the following plant equipment. Preventative and Curative maintenance can be summarised into the maintenance service areas as follows;

- a) Visual Inspections: To check for unusual noise, vibrations or leaks, dust, minor corrosion and also check exposed ductwork for damaged insulation and air leaks.
- b) Start-up and Shutdown: To check that the units are functioning correctly.
- c) Condenser: To chemically clean or wash coils, check fan motor voltage and amps, lubricate moving parts, check fan blades, belts, and pulleys and adjust, if necessary, check for corrosion and degradation.
- d) Compressor: To check compressor oil levels and sight glass, to check voltage and amps, check mounting for cracks and vibrations, check head and suction pressure.
- e) Evaporator: To wash or chemically clean the coils depending on the extent of fouling, clean blower wheels, check fan motor, voltage, and amps, lubricate moving parts, check belts and pulleys and adjust, if necessary, clean of cabinet.
- f) Filters: To inspect and clean when necessary. Kindly note that permission must be sought for the purchase of all items which do not fall under the maintenance and service contract prior to installation.
- g) Drains: To clean drain pan and flush drain lines.
- h) Electrical Connections: To check electrical connections, clean and tighten as necessary.
- i) Refrigerant lines and installation: To check refrigerant for exposed pipes, leaks, and insulation damage.
- j) Operation of Thermostat/Remote Controls: To check to see that the unit is functioning correctly and adjust as required.
- k) Repairs or Remedial work: Any equipment that needs repair must be clearly identified when present for sign-off by the SAAO representative before work can be done and the service provider must:
 - i) Clearly state where it is to be done;
 - ii) Clearly identify what is to be done;
 - iii) Clearly state an estimated time to complete the Job;
 - iv) Submit an estimated cost of repairs within a reasonable time frame for action as this is not included in the contract costs for maintenance and.
 - v) Used spare parts must be shown and given to the SAAO or costed as a discount on invoices.

2.2.7. Replacement parts:

- a) All replacement parts shall be new, unused, or fully refurbished and comply fully with the original manufacturer's specifications or as otherwise stated by the SAAO representative.
- b) Replacement parts will preferably be obtained from the original manufacturer or as otherwise approved by the SAAO representative.
- c) If the original manufacturer is unable or unwilling to supply the parts as may be required, refurbished parts may be used subject to the written authorization of the SAAO representative. The service provider shall guarantee these parts for a period of no less than 12 months from the date of installation or as otherwise specified in writing by the SAAO representative.
- d) Any replacement part that was not obtained from the original manufacturer, as well as the supplier of the replacement part, shall be clearly specified on the service report.
- e) Where spare parts are obsolete it is expected from the service provider to reverse components where possible and provide the necessary guarantee.

2.3. RESPONSE TIME & CALL-OUT RESPONSE TIMES

SAAO operates 24/7 with normal office hours 8:00 to 16:30 hence the contractor will be required to respond to a work instruction from SAAO within 24 hours.

For emergency repairs the contractor shall ensure at any time of the day or night, seven (7) days a week, inclusive of all statutory holidays, throughout the contract period, that appropriate staff are available to respond to call-outs.

2.4. GUARANTEE/WARRANTEE

All new equipment, materials, workmanship, repaired are furnished with a written guarantee which includes a defects liability period of 12 months from date of issue of a certificate or as prescribed by the manufacturer.

All materials and equipment installed must be SABS approved.

2.5. COSTING

- a) Bidders must price in accordance with the pricing schedules below, this will enable SAAO to compare priced offers.
- b) Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- c) A Detailed Breakdown of costs must be attached to all quotes and invoices with supplier's quotes.
- d) SAAO at times may require labour only as the material and equipment may be in stock or free issued to the contractor.
- e) All rates quoted as part of this bid will apply to ad-hoc works as/when required (additional work outside scheduled maintenance).
- f) Do not leave any area blank in the pricing schedules.
- g) All payments will be made 30 days of statement.
- h) Payment for this contract will be against proven cost accompanied by receipts and work request report.
- i) All travel rates will be paid in line with the rate no claim may exceed the distance from the primary place of business.
- j) **3rd Party Procured Items – Equipment, Spares and material will be charged at cost plus mark-up %. - VAT shall not form part of mark-up calculations.**

2.6. OBLIGATIONS OF THE SUPPLIER

The service provider must:

- a) During the period of the contract, the service provider shall maintain and keep all systems and sub-systems in an operational condition to the satisfaction of the SAAO. Exercise reasonable skill, care, and diligence in rendering all services included in this procurement contract and not do anything that may prejudice or be averse to the operations and functions of the SAAO.
- b) The service provider shall be required to provide the SAAO with written monthly reports:
 - i) indicating the status/condition of the various units

- ii) a summary of all work performed during the preceding period
- c) Should any of the units installed cease to operate satisfactorily during the contract period, the service provider shall be obliged to investigate and repair the fault within a period of 48 hours or as per the severity and urgency of the fault. If in the opinion of the SAAO representative, the fault is deemed to need urgent repair the service provider holds himself available 24 hours per day and 7 days per week.
- d) Should the service provider fail to commence the investigation/repair as required within a period of 10 days after receipt of written notice thereof, the SAAO shall be entitled to have such work carried out by his own staff or by other service providers. If such work is work which the service provider should have carried out at his own cost, the SAAO shall be entitled to recover from the service provider the cost thereof or deduct the same amount from any money due or that becomes due to the service provider.
- e) All work to be carried out by the service provider during the contract period shall be at his own expense if the necessity thereof shall, in the opinion of the SAAO, be due to the use of materials or defective design not in accordance with the contract or due to neglect or failure on the part of the service provider to comply with any obligation expressed in this contract.
- f) If, in the opinion of the SAAO, any work is to be carried out by the service provider due to any other cause not specified in the contract, the value of such work will be ascertained and paid for as if it were additional work.
- g) When, in the opinion of the SAAO representative, any material used or intended for use is not in accordance with the requirements of the contract, he may order the service provider in writing to remove any objectionable part of the material immediately and to replace it with acceptable material, without cost to the SAAO.
- h) Submit such information and reports, as specified in the agreed service request, to the person nominated by the SAAO, and comply with all legislation applicable in providing these services.
- i) Render the services timeously during business hours (i.e., Monday to Friday, excluding public holidays from 08:00 to 16:30). Services rendered outside of these hours will only be rendered by mutual agreement with the nominated person of the SAAO, based on the level of severity.

2.7. TECHNICAL QUALIFICATIONS

- a) The SAAO only considers bidders that have the technical qualifications for the nature of the required services/goods. The service provider must assign a technician to this contract or provide a list of the technicians who are employed by the service provider. Curriculum Vitae of all persons who will be involved in the programme and outline the role that each will perform.
- b) The technician(s) must be qualified refrigeration technicians and the service provider must provide the relevant Trade Certificates (Copies of trade/professional qualification for lead professional), Qualifications must be for stationary refrigeration and air conditioning, including heat pump systems.
- c) F-Gas registration of the technician(s). The technician to be assigned to this project must be qualified to work on systems and equipment containing fluorinated greenhouse gases (F gas).
- d) The service provider must be an approved Daiken and Samsung system installer and provide proof thereof. The service provider must also provide proof of training on various split units of the technician(s) who will be assigned to this project.

- e) The service provider shall so far as be consistent with his obligations under the contract employ person's resident in the Republic of South Africa and shall give effect to the policy requirements of the Government of the Republic of South Africa in regard to the employment of such labour. The service provider shall not employ unskilled labour originating from outside the boundaries of the Republic of South Africa for this contract.

2.8. TARGET TIMES AND KEY PERFORMANCE INDICATORS

Cape Town

Type of Priority	Priority Description	Agreed Target Times		
		Response Time after notification	Completion time after notification	Target for Response Time to Tasks
Priority 1 (P1)	Emergency	Within 5 hours	Within 24 hours	80% attended within target response time
Priority 2 (P2)	Urgent	Within 12 hours	Within 5 working days	70% attended within target response time
Priority 3 (P3)	Non-urgent	Within 48 hours	Within 10 working days	60% attended within target response time

2.9. CONTRACT PERIOD

- The contract commences with immediate effect upon the SAAO issuing you with an official order confirmation and will continue for a period of one (1) year or once the contract value has been reached.
- The value will be advised upon the order.
- The agreement may be terminated with one months' notice by either party or by mutual agreement.

3. EVALUATION PROCESS

The RFQ will be evaluated in the following three phases:

Phase 1:	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
Phase 2	Specification evaluation and eligibility
Phase 3:	<p>80/20 preferential point system in terms of PPPR22</p> <ul style="list-style-type: none"> - 80 – Price (VAT and all taxes included) - 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1 - Specific goals: <i>relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability</i>

Phase 1 – Administrative Compliance

All returnable documents marked mandatory ('M'), must be completed or submitted by service providers in order to proceed to be evaluated further in Phase 2.

Returnable Document/ Schedule	Mandatory (M) / Optional (O)
Signed SBD 1 form	M
Signed and completed SBD 3.1 form (pricing schedule)	M
Signed and completed SBD 4 form	M (=> R 2 000)
Signed and completed SBD 6.1 form	M (=> R 2 000)
Valid BBBEE certificate, or sworn affidavit detailing annual turnover, in the case of EMEs and QSEs	O (preference points will not be allocated if not submitted)
Submit proof of current/valid registration with CIDB in Mechanical Works (ME) class and have CIDB contractor	M 1ME (Mechanical Works) or higher
Proof of Bidder Public Liability Cover min R 500 000.00	M
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate.	M
Proof of address to demonstrate that the bidder's satellite office is based within 60km of SAAO Cape Town.(Utility bill or valid Lease contract)	M
A Portfolio of services covering a similar scope of work in a Commercial environment as a HVAC Service Provider (Restricted to a minimum of 3 projects) – The Projects/Service must include the Value and Date of the contract, preferably within the last three years.	M
Attached a proof that the service provider is an approved air-conditioner installer.	M
Company Health and safety policy	M
Curriculum Vitae of people assigned to this project indicating that they have relevant experience to deliver on this project. Attach technician trade test certificate	M
Valid registration of safety officer - SACPCMP	M
A copy of a relevant trade test certificate	M
Proof of F-Gas registration of the technician – the bidder may provide a registration number or any document to proof registration	M
Attached copies of South African Identity Documents of employees assigned to this project as a proof that employees are South African citizens?	M
Schedule of Sub-Contractors. The schedule must include Name, Function and Experience of the sub-contractor	O
Health and safety file at signing of the SBD 7.2 agreement	Note

4. PRICING SCHEDULE – FIRM PRICES PURCHASES (SBD 3.1)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

IF YOUR PRICES ARE VARIABLE (SUBJECT TO CHANGE), PLEASE SPECIFY THE VARIABLES THAT WILL AFFECT THE PRICE.

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

Respondents are requested to complete the pricing schedule below in response to this Scope of Work. If the respondent feels there are any additional items that should be priced but were not included as part of the original scope of work, please submit separate quotation in company letter head

<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE - YEAR1</u>
1.	QUALIFIED HVAC Technician			
	Day Shift Mon to Fri 08:00 to 16:00	hr	1	
	AFTER HOURS Hourly Rate (including Saturday, Sunday and Public Holidays, Week days)	hr	1	
2.	HVAC Technician Assistant			
	Day Shift Mon to Fri 08:00 to 16:00	hr	1	
	AFTER HOURS Hourly Rate (including Saturday, Sunday and Public Holidays, Weekdays)	hr	1	
3	General Worker			
	Day Shift Mon to Fri 08:00 to 16:00	hr	1	
	AFTER HOURS Hourly Rate (including Saturday, Sunday and Public Holidays, Week days)	hr	1	
4	Call out fee – including 1 hours labour	hr	1	
5	Material mark-up - %	%	1	
6	Per km rate align with AA rates	km	1	
7	Safety File – audits & keeping file up to date	item	1	
	SUB-TOTAL FOR YEAR 1			
	VAT(IF VAT REGISTERED)			
	TOTAL FOR YEAR 1			

	DESCRIPTION	UNIT	QTY	RATE – YEAR 2
	QUALIFIED HVAC Technician			
8	Day Shift Mon to Fri 08:00 to 16:00	hr	1	
9	AFTER HOURS Hourly Rate (including Saturday, Sunday and Public Holidays, Week days)	hr	1	
	HVAC Technician Assistant			
10	Day Shift Mon to Fri 08:00 to 16:00	hr	1	
11	AFTER HOURS Hourly Rate (including Saturday, Sunday and Public Holidays, Weekdays)	hr	1	
	General Worker			
12	Day Shift Mon to Fri 08:00 to 16:00	hr	1	
13	AFTER HOURS Hourly Rate (including Saturday, Sunday and Public Holidays, Week days)	hr	1	
14	Call out fee – including 1 hours labour	hr	1	
15	Material mark-up - %	%	1	
16	Per km rate align with AA rates	km	1	
17	Safety File – audits & keeping file up to date	item	1	
	SUB-TOTAL FOR YEAR 2			
	VAT(IF VAT REGISTERED)			
	TOTAL FOR YEAR 2			
	GRAND TOTAL FOR YEAR 1 + YEAR 2			

Work Request Report

Job Report
Details of work completed:
Location:
Short Description of Remedial action taken:
Material Used:
Time on Site:

General Remarks:

.....

.....

.....

Date:.....

Name:.....

Signature:.....

SERVICE PERFORMANCE LEVELS (MANDATORY)		
Service being Measured	Measurement	Minimum level
Certificate of Compliance	A Certificate of Compliance must be handed to the Facilities Manager (SAAO) upon completion of all plumbing works where COC is required.	100% Compliance to the Specifications on the RFQ
Supply, install and service of HVAC units at the SAAO office in Cape Town	SAAO Building and Maintenance representatives will verify the completeness of the order and sign off if complete.	If the order is not complete, then delivery note will not be signed off.
Checking and sign-off for the completion of the work.	SAAO Building and Maintenance Department representative and Project Manager verify the work done and sign off.	Where the work done deviates from the specifications, rectification of work to be done at the contractors' own cost. Where the completion of work delayed by more than 2 weeks from the approved & agreed upon timelines, penalty is 2% of the original invoice value for each additional week of delay.
Personal Protective Equipment and Clothing.	Contractors employees must wear the correct Personal Protective Equipment and Clothing (PPE&C) at all times.	Staff failing to wear the required PPE will be prohibited from working on site.
Safety File	Submission Date	Prior to commencement of work
SERVICE PERFORMANCE LEVELS (MANDATORY)		
Service being Measured	Penalty where minimum levels are breached	
Certificate of Compliance	As stipulated on GCC 22.1	
Personal Protective Equipment and Clothing.	Letter of Non - Compliance	
Health and Safety.	Letter of Non - Compliance	

GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT	
GCC22	22. Penalties
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>

5. BIDDING CONDITIONS FOR THIS RFQ

The following conditions will apply to this request for quotations:

- 1) Price(s) quoted must be valid for at least (60) days from date of your offer.
- 2) Price(s) quoted must be inclusive of VAT, if applicable.
- 3) The bidder is required to submit:
 - a) Proof of B-BBEE Status Level of contributor, to claim points as per SBD 6.1
 - b) An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as per SBD 6.1
 - c) A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points. As per SBD 6.1
- 4) **No award will be made to a service provider who is not registered on CSD.** To register <https://secure.csd.gov.za/>.
- 5) Quotations equal to above R 2000 (VAT included) must be accompanied by the relevant SBD documentation as per section 3 of this document for Quotations duly completed.
- 6) The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R 2000. (VAT inclusive).
- 7) For goods/ services below R 2000 the successful bidder will be one with cheapest acceptable quotation.
- 8) SAAO reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. SAAO does not bind itself to accepting the lowest quotation.
- 9) This request for quotations is subject to the National Treasury General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 10) **Payment terms is within 30 days from date of receipt of invoice and when goods have been delivered. (No Pre- Payment allowed).**
- 11) **Where supplier terms and conditions are different from SAAO set terms and conditions**

SBD4 - 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:

.....
.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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.

SBD 6.1

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences,

in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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 price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between R2000 and R50m	20	18	14	12	8	6	4	2	
Points Claimed (Supplier to complete)									

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

GENERAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract shall govern the contractual relationship between SAAO and the successful bidder. The contract is not attached, however is accessible on SAAO's website - <https://www.saa.ac.za/tenders/>

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SAAO in accordance with the, conditions requirements and

specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk.

My offer remains binding upon me and open for acceptance by SAAO during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder: