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REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2023/77
RFQ ISSUE DATE	27 JUNE 2023
RFQ DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR PROVISION OF LIFT MAINTENANCE SERVICES AT SABC IN BLOEMFONTEIN ("BFN") OFFICES FOR A PERIOD OF FIVE (5) YEARS
COMPULSORY-SITE INSPECTION	VENUE: CNR MARKGRAAFF AND KELLNER STREET, WESTDENE, BLOEMFONTEIN 9301 <u>14 JULY 2023 @10H00-12H00PM</u>
CLOSING DATE & TIME	26 JULY 2023 AT 12H00PM

Submissions must be emailed to: SABC RFQSubmissions@sabc.co.za on or before the closing date of this RFQ.
Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of 3SI or Higher "The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award".

For queries, please contact **Blonde Ngoepe** on email tenderqueries@sabc.co.za
The SABC requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. Late and incomplete submissions will invalidate the quote submitted.

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO. : _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
 2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
 3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
 4. All submissions should be prominently marked with the following details in the email subject line:
➤ RFQ Number and bidders' name.
 5. Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email
 6. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
 7. SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:
 - receipt of incomplete bid
 - file size
 - delay in transmission receipt of the bid
 - failure of the Bidder to properly identify the bid
 - illegibility of the bid; or
 - Security of the bid data.
- **NB: THE BIDDER SHOULD ENSURE THAT LINKS FOR WETRANSFER AND GOOGLE DROP BOX EXPIRE AFTER 30 DAYS OF THEIR SUBMISSIONS INSTEAD OF SEVEN DAYS.**

NOTES ON COMPULSORY SITE VISIT

1. All bidders are expected to attend the compulsory site inspection scheduled for **Friday, 14 July 2023 at - (Cnr Markgraaff and Kellner Street, Westdene, Bloemfontein 9301) (SABC Reception Area) at 10:00am.**
2. Report to Reception 15 Minutes before the Session in order to make arrangements with the Protection Service to gain access to the Facility.
3. All bidders/delegates must wear a face mask on entrance and at all times during the site inspection.
4. Personnel representing the bidders are advised to wear Personal Protective Equipment (safety shoes) and please bring along your Id or Driver's license to gain access to the SABC Auckland Park Facility and all bidders will be required to complete and sign the attendance register on the day of the compulsory site visit.

1. FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENTS

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

MANDATORY REQUIREMENT		COMPLY/ COMPLY	NOT
1.	CIDB Grading of minimum 3SI or Higher <i>The Bidder shall provide valid certificate at the time of closing and at the time of the award.</i> <u>Note: Provide a proof</u>		
2.	The bidder must provide valid proof of registration for One (1) professional Electrical Engineer with The Engineering Council of South African Professional, (ECSA).		
3.	The bidder must provide valid proof of registration for One (1) professional Mechanical Engineer with The Engineering Council of South African Professional, (ECSA)		

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

2. REQUIRED DOCUMENTS

- 2.1 Submit proof of CSD Registration (**Bidder must be registered with CSD to do business with the SABC**)
- 2.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(Verification will also be done by the SABC internally).
- 2.3 Valid SARS Tax Compliance Status Pin Issued to validate supplier's tax matters.
- 2.4 **Certified** copy of Valid BBBEE Certificate/Affidavit (from SANAS accredited Verification Agency)
Note: All section of BBBEE sworn affidavits must be completed in full. Please see guideline for validating BBBEE sworn affidavits.
- 2.5 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 2.6 Certified copy of Shareholders' certificates.
- 2.7 Certified copy of ID documents of the Directors or Members.

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

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

NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHO IS NOT REGISTERED ON THE CSD

DETAILED TECHNICAL SPECIFICATION

1. BACKGROUND

This tender relates to the provision of comprehensive maintenance and repairs of the elevators as stated in this RFQ in accordance with the requirements as laid down in this document.

The service provider shall be required to maintain the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the tender, repair or replace all electrical and mechanical parts as necessary due to wear and tear.

2. TECHNICAL SPECIFICATION AND DETAIL REQUIREMENTS OF THIS TENDER

This shall include, but not limited to the following:

- Examine the system in accordance with any applicable regulation framed under the Occupational Health and Safety Act 85 of 1993, as per SANS 1545
- Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times,
- Repair/replace all parts of the installation which may become necessary for the proper use and / or operation of the installation,
- Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and the cleaning of material as required for proper maintenance of the equipment,
- Examine, periodically and when necessary, all devices and perform any statutory safety tests on a shift basis where applicable, and before the expiring of the required intervals.
- Complete the services, maintenance or repair action report, which shall be submitted with any invoice(s).
- Provide manufactures warranty & guarantee for all equipment replaced.

Servicing schedules:

Contractor to provide Log / Record book in motor room.

MAINTENANCE INSTRUCTIONS FOR SERVICING OF LIFTS

Monthly maintenance

- Inspect the operating conditions for the lift and machine room, check for noise, vibrations and clean the hoist way pit.
- Inspect, clean the equipment in machine room and check temperatures.
- Check condition of brake.
- Check all landing door locks and car door switch thoroughly, adjust where necessary.
- Inspect the hoist way, cage and door interlocks.
- Inspect the car door and top of car.
- Check the pit environments and thoroughly clean.
- Check all limits and safeties.
- Check pit switches
- Check floor levels on every floor, hall lanterns, hall position indicators, tell tale lights, push and touch buttons.
- Check car operating panel buttons, tell tale lights, floor position indicators, operation of fan, alarm bell, intercom and emergency light unit.
- Check operation of detectors, light rays or safety shoes.
- Check flexes for any damage or wear.
- Clean car light diffusers

Quarterly maintenance (3 monthly)

- All monthly maintenance activities
- Check the DC, AC electric brake parts.
- Check voltage of any concerning parts.
- Check tightness for all of power terminals (motor & control panel).
- Clean landing door hanger cases.
- Lubricate moving parts.
- Check and adjust where necessary all landing door hangers, upthrust rollers, air cords and landing door shoes.
- Check terminal slow down and final limit switches.
- Level control device check.
- Guide shoe wearing check & operation of roller guide shoe check, rail cleaning check.
- Check tightness of hoist way inside expansion bolts and cage bolts.
- Check the flange and limit switch.
- Check oil condition of the rail.

- Inspect the plunger surface.
- Check condition of the buffers.

Semi-annual maintenance (6 monthly)

- All quarterly activities
- Check all the fuses on controller.
- Check all connections on controller and main motor
- Check and clean traction machine components.
- Check counterweight overrun.
- Check guide rails and rail fixings
- Check oiling on all rotators.
- Inspect all the switches at the car top.
- Inspect and adjust rope tensions and lubricate main ropes.
- Clean and lubricate governor sheave in pit.
- Inspect the trailing cables for damage and trailing cable hitch under the car.
- Overload setting and singles check & check functionality of final limit switch.

Annual maintenance (12 monthly)

- All semi-annual activities
- Strip, clean and adjust brake.
- Check condition of brake linings.
- Change oil in main gearbox
- Clean governor and lubricate all pins, check operation and operate safeties.
- Testing of the buffers

REPLACEMENT PARTS AND MATERIAL PROVIDED FOR IN THE PARTS AND MATERIAL PRICE SCHEDULE

- Authorization for the replacement of parts or materials shall, when such replacement is required, be obtained from the Representative of the client, before such replacement is executed.
- All Labour for scheduled services, operation, maintenance, standby and after-hours repairs will be covered by the rates quoted for in this Tender/Contract. No extras will be paid for Labour in this tender.
- If replacement of parts or material are necessary for items not covered in the schedule the contractor must submit a written quote to the representative agent.

The Contractor Agrees and Undertakes to:

- Provide fully comprehensive maintenance on the elevators in accordance with the terms of this agreement.

- Acknowledges that planned, preventative maintenance on the units shall be the major objective of this agreement.
- Systematically and regularly examine and where necessary adjust the equipment in accordance with the Occupational Health and Safety Act of 1993 and the South African National Standards 50081 regulations, latest published editions.
- Ensure valid annexures as required by the Department of Labour to be kept in place in the motor room.
- Ensure that only a “competent” person as defined in the Occupational Health and Safety Act directly employed and supervised by him shall carry out all the repair and maintenance work of a technical nature.
- The response time to any callout is kept to an absolute minimum. In terms of this agreement the Contractor agrees that the maximum response time to any life-threatening situation or occupied callback will not exceed **Thirty (30) minutes** and the maximum response time to any other callout will be a maximum of **Sixty (60) minutes** during or after normal working hours.
- The response time means the period of time from when the Contractor was first notified of the problem until the time the technician arrives on site.
- Provide a callout service seven (7) days a week, twenty-four (24) hours per day without additional expense to the Department except for callouts caused by abuse or misuse of the equipment.
- Callouts due to abuse or misuse of the equipment must also be attended to seven (7) days a week, twenty-four (24) hours per day.
- Perform the maintenance and repair work, except in the case of callouts, required in terms of this agreement during normal working hours, Monday to Friday, public holidays excluded.
- Supply and use only new replacement parts that are correctly designed and manufactured in all respects.
- Supply, repair or replace all parts made necessary by normal wear and tear or failure without expense to the Department.
- Replace all ropes whenever necessary to ensure an adequate factor of safety.
- Replace all motor room, shaft, pit and lift car enclosure lamps and fittings or florescent tubes, starters, and ballasts where necessary.
- Maintenance, repair, or replacement of existing sump pumps in the pit(s)
- Provide a maintenance register in the motor room of each elevator and accurately maintain records of all maintenance procedures, repairs, breakdowns, callouts, safety operation checks and tests and all site visits.
- No modification to the equipment may be carried out without the Client’s prior approval and written consent.
- The Contractor must ensure the reliability of the equipment and the safety and comfort of the passengers using the equipment.

- Inform the Client's authorized agent at every visit before commencing any maintenance or repair work.
- The downtime of the equipment shall be kept to a minimum.
- The contractor shall appoint an Independent Lift Inspector for the Annexure B inspections and Certificate.

3. RFQ Validity Period

This bid will remain valid **90 (ninety) days** from the date of bid closing.

4. Costing

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

Note: Pricing Template enclosed on the RFQ to be used

5. Contract Documentation

- Duration of the Contract- **Five (5) Years**
- Location of site- SABC Bloemfontein Office

6. SECOND PHASE FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

6.1 Specific Goals and Price

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

6.2 Technical Evaluation

- 6.2.1 The tender submission will be technically evaluated out of **85 points**
- 6.2.2 A threshold of **40** out of **85** has been set.
- 6.2.3 All bidders achieving less than the set threshold of **40 points out of 85** points will not proceed to the next phase and not be evaluated for **Specific Goals & Price**.
- 6.2.4 SABC further reserve the right not to award this RFQ to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.
- 6.2.5 ***Bidder's non-compliance to this mandatory requirement will be declared non-responsive.***

SECOND PHASE PAPER BASED EVALUATION CRITERIA

Evaluation area	Evaluation Criteria	Max. Points	Min. Points
Company Track Record	<u>The bidder is required to provide at least minimum of Three (3) contactable client references letters where its services can be verified. Recent contactable references must include:</u> • relevant contact person(s) • contact number, and email address where similar works were undertaken. <u>Note: A reference that does not include any of the above details is invalid.</u> <u>Number of Letters</u> • Four (4) or more letters = 30 points • Three (3) letters = 15 points • Less than 3 reference letters = 0 point <i>*No appointment letters or purchase orders from clients will be accepted as reference letters. *</i>	15	30
Curriculum Vitae (CV) of Lift Quality Inspector or Services Manager with relevant experience	<u>Provide a comprehensive CV with minimum of three (3) years' experience in managing or supervising similar contracts/projects.</u> • Greater than 3 years' experience = 15 points • 3 – 2 years' experience = 5 points • less than 2 years' experience = 0 points	5	15
Curriculum Vitae (CV) of Passenger Lift Maintenance Technician or Mechanical Technician Service with relevant experience	<u>Provide a comprehensive CV with minimum of three (3) years' relevant experience on similar projects</u> • Greater than 3 years' experience = 10 points • 3 – 2 years' experience = 5 points • Less than 2 years' experience = 0 points	5	10

Curriculum Vitae (CV) of Electrical Engineer/Artisan with relevant experience	<u>Provide a comprehensive CV of the Electrical Engineer / Artisan with a minimum of three (3) years relevant experience on similar project.</u> • Greater than 3 years' experience = 10 points • 3 – 2 years' experience = 5 points • <i>Less than 2 years' experience = 0 points</i>	5	10
Locality	<u>Response offices are located within the following</u> • 30 - 100 km radius = 10 points • 101 – 300km radius = 5 points • <i>More than 300km radius = 0 Points</i>	5	10
Response time during normal working hours with communication tools	<u>Callout response time during normal working hours and Reachable email address and mobile phone for Supervisors</u> • 30mins - 1 hour Response time = 10 points • 2hours - 3 hours Response time = 5 points • <i>More than 3 hours Response time with no contact = 0 points</i>	5	10
Total		40	85

7. PRICE AND BEE (SPECIFIC GOALS)

- 7.1 The 80/20 preference point system will apply to evaluate responses
- 7.2 The award of the tender / RFQ to will be based on functionality evaluation.
- 7.3 The Price and BEE (Specific goals) will be applicable to award the highest scoring bidder

8. PRICE AND BEE (SPECIFIC GOALS) APPLICATION DURING CONTRACT IMPLEMENTATION

8.1 PRICE

The **80/20** preference point system

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

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

Where:

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

8.2 BEE (SPECIFIC GOALS)

SPECIFIC GOALS	80/20
EME/SME 51% owned by Black people	10
51% owned by Black people;	5
51% owned by Black people who are women	3
Black Youth	2

NB: The bidder who does not meet the specific goals will not be disqualified but score zero.

9. ADJUDICATION USING A POINT SYSTEM

- 9.1 The bidder obtaining the highest number of total points will be awarded the contract
- 9.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.

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

10. OBJECTIVE CRITERION

- The SABC reserves the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.
- The SABC will not award contract/s to the bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, company financials, etc. will be eliminated from the bid process.
- The SABC reserve the right not to award this tender to any bidder who fails the financial stability assessment.
- No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.
- Should employees resign or retire from the employment of the SABC and become directors of other businesses tendering with the SABC, such tender shall not be considered until the cooling off period of 24 (twenty-four) months has expired.
- Should the employee be dismissed from the SABC employment, such employee shall be prohibited from conducting business with SABC for a period of 5 (five) years from the date of dismissal.
- Should the employee be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- The SABC shall not procure any goods, services, works or Content from any Board member or Board member owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- Should the SABC's Board members no longer serve on the SABC Board but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 24 (twenty-four) months has expired.
- Should the Board member be found guilty in a court of law due to criminal conduct/act, such Board member will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- The SABC shall not procure any goods, services, works or Content from any independent contractor or independent contractor owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- Should the Independent Contractor no longer be contracted to the SABC but become directors of other companies, the SABC shall not conduct business with those companies until the cooling-off period of 24 (twenty-four) months has expired.

- Should the Independent Contract be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.

11. COMMUNICATION

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

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

12. CONDITIONS TO BE OBSERVED WHEN TENDERING

- The Corporation does not bind itself to accept the lowest or any tender, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his tender. The Corporation reserves the right to accept a separate tender or separate tenders for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the tender at any stage.
- No tender shall be deemed to have been accepted unless or until a formal contract / letter of award is signed by both parties.
- **The Corporation reserves the right to:**
 - Not evaluate and award submissions that do not comply with this tender document.
 - Make a selection solely on the information received in the submissions
 - Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
 - Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
 - Award a contract to one or more bidder(s).
 - Accept any tender in part or full at its own discretion.
 - Cancel this RFQ or any part thereof at any time.
- Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs, aligned to the BEE & Price.

13. COST OF BIDDING

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

14. PAYMENT TERMS

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

END OF RFQ DOCUMENT

ANNEXED TO THIS DOCUMENT FOR COMPLETION AND RETURN WITH THE DOCUMENT:

- Annexure A - Declaration of Interest
- Annexure B - **SBD 6.1 Form**
- Annexure C - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure D - Previous completed projects/Current Projects
- Annexure E - **SBD 4**
- Annexure F - **COSTING MODEL (TO BE COMPLETED BY ALL BIDDERS)**

ANNEXURE A

DECLARATION OF INTEREST

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

it is required that:

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

Does such a relationship exist? [YES/NO]

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information):

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

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

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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.

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:

SPECIFIC GOALS	80/20
EME/SME 51% owned by Black people	10
51% owned by Black people;	5
51% owned by Black people who are women	3
Black Youth	2

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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$
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 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
SMMEs (<i>inclusive or QSEs and EMEs</i>) 51% owned by Black people	10	
51% owned by Black people;	5	
51% owned by Black people who are women	3	
Black Youth	2	

NB: All tenders will be issued to the market with all specific goals, and these will be scored in accordance with the evidence as submitted by the bidder. The bidder who does not meet the specific goals will not be disqualified but score zero

Source Documents to be submitted with the Bid or RFQ

Specific Goals	Acceptable Evidence
B-BBEE	Valid BEE Certificate / Sworn Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Women Owned	Certified ID Documents of the Owners/shareholder
Black Youth owned	Certified ID Documents of the Owners
EME or QSE 51% Black Owned	Annual Financial/ Management Accounts/ B-BBEE Certificate / Affidavit/ Certified ID Documents of the Owners/shareholder
51% Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit/ Certified ID Documents of the Owners/shareholder
South African Enterprises	CIPC Documents

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

ANNEXURE C**CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS****1. CONSORTIUMS AND JOINT VENTURES**

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

2 SUB-CONTRACTING

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

3 DECLARATIONS OF SUB-CONTRACTING

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

SIGNATURE OF DECLARANT_____
TENDER NUMBER_____
DATE_____
POSITION OF DECLARANT_____
NAME OF COMPANY OR TENDERER

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

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

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

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

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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

3.4 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

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.

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

ANNEXURE "F"**COSTING MODEL (TO BE COMPLETED BY ALL BIDDERS)****YEAR 1 WITH ESCALATION**

<u>TOTAL COSTING MODEL (TABLE)</u>	<u>TOTAL COSTS</u>
Value of lift maintenance services (per month)	
Adhoc call out fee	
Total cost of lift maintenance services excluding value added tax per year)	
Total cost of passenger lift maintenance services excluding Value Added Tax per year.	
Value Added Tax @15% Note: If VAT registered.	
Total cost of lift maintenance services Including Value Added Tax per year.	

YEAR 2 WITH ESCALATION

<u>TOTAL COSTING MODEL (TABLE)</u>	<u>TOTAL COSTS</u>
Value of lift maintenance services (per month)	
Adhoc call out fee	
Total cost of lift maintenance services excluding value added tax per year)	
Total cost of passenger lift maintenance services excluding Value Added Tax per year.	
Value Added Tax @15% Note: If VAT registered.	
Total cost of lift maintenance services Including Value Added Tax per year.	

YEAR 3 WITH ESCALATION

<u>TOTAL COSTING MODEL (TABLE)</u>	<u>TOTAL COSTS</u>
Value of lift maintenance services (per month)	
Adhoc call out fee	
Total cost of lift maintenance services excluding value added tax per year)	
Total cost of passenger lift maintenance services excluding Value Added Tax per year.	
Value Added Tax @15% Note: If VAT registered.	
Total cost of lift maintenance services Including Value Added Tax per year.	

YEAR 4 WITH ESCALATION

<u>TOTAL COSTING MODEL (TABLE)</u>	<u>TOTAL COSTS</u>
Value of lift maintenance services (per month)	
Adhoc call out fee	
Total cost of lift maintenance services excluding value added tax per year)	
Total cost of passenger lift maintenance services excluding Value Added Tax per year.	
Value Added Tax @15% Note: If VAT registered.	
Total cost of lift maintenance services Including Value Added Tax per year.	

YEAR 5 WITH ESCALATION

<u>TOTAL COSTING MODEL (TABLE)</u>	<u>TOTAL COSTS</u>
Value of lift maintenance services (per month)	
Adhoc call out fee	
Total cost of lift maintenance services excluding value added tax per year)	
Total cost of passenger lift maintenance services excluding Value Added Tax per year.	
Value Added Tax @15% Note: If VAT registered.	
Total cost of lift maintenance services Including Value Added Tax per year.	