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REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2024/10243614/41
RFQ ISSUE DATE	11 JULY 2024
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SERVICE AND MAINTENANCE OF STANDBY GENERATOR AND UNINTERRUPTIBLE POWER SUPPLY (UPS) AT SABC WESTERN CAPE FOR A PERIOD OF FIVE (5) YEARS.
BRIEFING SESSION / SITE INSPECTION	19 July 2024 @ 10:00 (NOT COMPULSORY) 209 BEACH ROAD, SEA POINT
CLOSING DATE & TIME	01 AUGUST 2024 @ 12:00

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

**CIDB Grade Level 2EB or 2ME or Higher minimum grading with the Construction Industry Development Board (CIDB) “The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award”.**

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

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

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

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

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

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

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

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

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

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

## NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

1. All electronic submissions must be submitted in a PDF format 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**

## 1. FIRST PHASE – 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
1.1	Provide a proof of CIDB Grading: A minimum of CIDB = CIDB Grade Level 2EB or 2ME or Higher		
1.2	Ability to respond to emergencies on site 24/7 (Within 100Km) Proof of physical address to be attached (Only copies of utility bills, local council letters, CIPC documents, lease agreements shall be considered. (Local Office within 100Km radius)		

**BIDDERS MUST PROVIDE A VALID AND ACTIVE CERTIFICATE AT THE TIME OF THE CLOSING OF THE BID. NON-SUBMISSION OF THE MANDATORY DOCUMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

## 2. REQUIRED DOCUMENTS

- 2.1 Submit proof Central Supplier Database (CSD) registration
- 2.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
- 2.3 (Verification will also be done by the SABC internally).
- 2.4 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters
- 2.5 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 2.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 2.7 Certified copy of Shareholders' certificates.
- 2.8 Certified copy of ID documents of the Directors or Members.

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

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

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

## DETAILED TECHNICAL SPECIFICATION

### 1. BACKGROUND

The SABC, Western Cape regional offices based in Sea Point and the Parliamentary precinct require a suitably qualified service provider to service and maintain the emergency backup power based in these areas. The emergency backup power consists of one (1) 300KVA Perkins generator based at the Sea Point building and several UPS units distributed between the Sea Point building and the Parliamentary precinct in Cape Town.

The successful company must demonstrate its capability and experience with regards to the following:

- Extensive experience and knowledge in the Electrical engineering industry.
- Compliance with the Electrical engineering industry.
- Ability to react to emergency repair calls.

### 2. OBJECTIVES

The Works for this Contract comprises the servicing and repairs of the standby generator and UPS`s.

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

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, hauling, hoisting, excavation, backfill, supervision and services necessary to maintain standby generator and UPS`s.
- Carrying out maintenance and repairs to the existing standby generator and UPS`s.

### 3. REQUIREMENTS AND SCOPE OF SERVICES

The SABC requires the services of a suitable qualified service provider to provide maintenance of minor and major service and repairs of the 300 KVA Perkins generator and five (5) UPS units for a contract period of five (5) years.

The price should consist of but not limited to;

#### **Generator**

The SABC requires the services of a minor and major service and repairs of the 300 KVA Perkins generator.

**1 x replacement of generator batteries** during the contract period when required.

**UPS**

Call out fees, strip, diagnose, repair, labour, maintenance (replacement parts and repairs) minor and major services.

**2 x replacement of UPS batteries** during the contract period.

**Minor Service of Generator**

No.	MAINTENANCE INSTRUCTIONS
1.	Carry out "walk around" inspection for oil, fuel and water leaks.
2.	Check jacket water heater operation and condition of hoses.
3.	Check for any loose components, fittings or attachments. Report any significant changes that may have occurred since the last inspection.
4.	Check battery voltage and charge rate.
5.	Check engine oil level.
6.	Check for any security or corrosion effects of all electrical cable connections to and from the generator.
7.	Check fan belt and alternator belt tensions. Grease fan drive and alternator.
8.	Drain water separator if supplied.
9.	Check the water level in the radiator.
10.	Top up with oil and water if necessary.
11.	Add cooling system conditioner to radiator if required.
12.	Start engine in test mode, check and adjust:
13.	Start cut out function.
14.	Generator output voltage and stability,
15.	Generator output frequency and stability,
16.	Engine oil pressure.
17.	Charging alternator.

**Live Test**

No.	MAINTENANCE INSTRUCTIONS
1.	Run unit for 5 minutes under no load in test mode and perform the following safety shutdown procedures.
2.	Low oil pressure,
3.	High engine temperature.
4.	Test Low fuel level trip.
5.	Make any additional adjustments (within the scope of routine maintenance work) to the above-mentioned equipment if necessary.
6.	Switch off engine and return plant selector switch to the "auto" mode
7.	Test automatic fuel make up system.

**Major Service of Generator**

No.	MAINTENANCE INSTRUCTIONS
1.	Draw an oil sample for analysis before draining old oil.

2	Drain lubricating oil sump and replenish with correct grade of oil.
3.	Change oil and fuel filters.
4.	Clean out air filter element and replace if necessary.
5.	Check starter motor brushes and pinion gear.
6.	Check the alternator voltage/amperage.
7.	Grease all points as required.
8.	Drain and flush cooling system, refill with clean water and add cooling system conditioner.

### **UPS**

Call out fees, strip, diagnose, repair, labour, maintenance (replacement parts and repairs) minor and major services and replacement of UPS batteries when required.

### **UPS Servicing**

DESCRIPTION	NAME & MODEL	AREA
2 x 60 KVA	Lever ET60 0200351700	UPS Room KB8 - Sea Point
10 KVA	Maxi-T Tower	P2 Interspace G35 - Sea Point
6 KVA	TN6KIP	TV Control Room – Parliament
5 KVA	Maxi-T Tower	Server Room – Parliament

### **Minor Service of UPS**

No.	MAINTENANCE INSTRUCTIONS
1.	Visual Inspection: Check for any physical damage, loose connections, or signs of wear.
2	Battery Test: Conduct a battery test to ensure they are functioning properly and holding a charge.
3.	Cleanliness: Clean dust and debris from the UPS unit to prevent overheating.
4.	Firmware Update: Check for and install any available firmware updates for the UPS.
5.	Voltage and Load Test: Verify that the UPS is providing the correct voltage output and can handle the expected load.
6.	Alarm Testing: Test alarm systems to ensure they are functioning correctly.

### **Major Service of UPS**

No.	MAINTENANCE INSTRUCTIONS
1.	Internal Inspection: Open the UPS unit and inspect internal components for any signs of damage, corrosion, or wear.
2	Capacitor Testing: Test capacitors for proper function and replace any that are faulty.
3.	Fan Inspection: Check cooling fans for proper operation and replace them if necessary.
4.	Voltage Regulation Test: Verify that the UPS is regulating voltage properly under load conditions.
5.	Battery Replacement: Replace batteries if they are reaching the end of their lifespan or if they fail the battery test.
6.	Full Load Test: Conduct a full load test to ensure the UPS can handle its rated capacity.

7.	<p>Environmental Test: Test UPS operation under different environmental conditions to ensure reliability.</p> <ul style="list-style-type: none"> <li>• A comprehensive report indicating all tests and outcome to be provided after service.</li> <li>• The report must include corrective actions, including the size and voltage of any batteries that require replacement.</li> <li>• Due to ongoing electrical work and units taken out of service, SABC reserves the right not to service some units.</li> <li>• <b>Call-out fee</b> for emergencies to be included separately on quote.</li> <li>• <b>All repairs and replacement parts</b> are to be quoted separately.</li> <li>• In the case of subcontracting, <b>All Risk</b> will remain with the tendering company.</li> <li>• Any new units purchased and installed will be included by means of an Addendum.</li> </ul>
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**Response Time**

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

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

**(a) Emergency Response**

This shall be defined as an event that requires an immediate response or action to prevent and or mitigate equipment damage, harm or injury to persons or property or to limit the disruption of services. The Contractor shall respond to an emergency call-out within 2hour.

**(b) Urgent Response**

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

**(c) Routine Response**

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

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

SABC will hold the Contractor liable for any costs incurred due to negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

### **Modifications/ Improvement Process**

Contractors shall assume the costs incurred by SABC due to defective supplies, services or product liability issues.

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

A Request for Change must be submitted to SABC and approved before implementing it.

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

### **Performance Management**

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

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

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

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

### **Key Performance Indicators**

SABC will monitor Contractor's performance and report on it regularly.

Contractor's Performance Indicators are as follows:

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

(c) Adherence to agreed response times

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

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

**Containment of Non-Conformity Supply of Service**

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

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

**Cost Recovery**

Contractors shall assume the costs incurred by SABC due to defective supplies, services or product liability issues.

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

**Key Personnel**

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

**Management of Meetings**

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

**Communication**

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

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

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

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

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

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

Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

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

No person shall perform an unsafe / unhealthy act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

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

#### **4. RFQ Validity period**

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

**5. Costing**

Refer to pricing schedule annexure F.

**6. Duration of the Contract**

The duration of the contract is five (5) years.

**7. Location**

SABC Western Cape, 209 Beach Road, Sea Point. and Parliamentary precinct Cape Town.

**8. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA**

- The tender submission will be technically evaluated out of **85**
- A minimum threshold of **50 out of a maximum of 85** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and will not continue for Price evaluation.

**9. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA**

Evaluation Criteria	Requirement	Min. Score	Max.Score
Company Experience in UPS and Generator Maintenance, repairs and Servicing <b>(Evidence indicated in reference letters)</b>	Provide written reference / proof on your clients' company's letterhead from duly authorised person responsible for UPS systems and Generator with contact details (email address and telephone number). The letters must stipulate contract period, and scope of work undertaken. <b>The reference letters should NOT be appointment or award letters.</b>  Experience in number of years in the UPS systems and Generator Maintenance, repairs and servicing <ul style="list-style-type: none"> <li>• Less than 2 letters = (0 points)</li> <li>• 2 – 4 letters = (15 points)</li> <li>• Greater than 4 letters = (20 points)</li> </ul>	<b>15</b>	<b>20</b>

Response Time during normal working hours	<p>Response Time during normal working hours</p> <ul style="list-style-type: none"> <li>• 0 – 2 hours (15 points)</li> <li>• Greater than 2 hours but less than 4 hours (5 points)</li> </ul>	<b>5</b>	<b>15</b>
Response Time during Emergency	<p>Response Time during emergency call out</p> <ul style="list-style-type: none"> <li>• 0 – 1 hours (15 points)</li> <li>• Greater than 1 hour – Less than 2 hours (5 points)</li> </ul>	<b>5</b>	<b>15</b>
Warranty on Workmanship and Parts	<p><b>Warranty on Workmanship and Parts supplied</b></p> <ul style="list-style-type: none"> <li>• Greater than 12 months of warranty (15 points)</li> <li>• 12 months of warranty (10 points)</li> <li>• Less than 12 months of warranty (0 Points)</li> </ul>	<b>10</b>	<b>15</b>
Curriculum Vitae (CV) of Supervisor/Team Leader with three (3) years minimum experience in UPS units Maintenance and Generators	<p>Provide a comprehensive CV of Supervisor / Team Leader with a minimum of three (3) years' experience in UPS units and Generator maintenance. The CV must be accompanied by mechanical maintenance related certified copies of qualifications (with minimum of N3). The CV must have contactable references.</p> <ul style="list-style-type: none"> <li>• greater than 5 years' experience</li> </ul>	<b>15</b>	<b>20</b>

	(20 points)		
	<ul style="list-style-type: none"> <li>3 – 5 years' experience (15 points)</li> <li>less than 3 years' experience (0 points)</li> </ul>		
<b>TOTAL</b>		<b>50</b>	<b>85</b>

**9.1 Pricing and Specific goals**

Only bids that meet requirements will be evaluated further on pricing and specific goals.

Criteria	Points
Price	80
Specific Goals	20
Total	100

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

**10.1 PRICE**

The **80/20** preference point system

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

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

Where:

Ps = Points scored for comparative price of bid under Consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**10.2 BEE (SPECIFIC GOALS)**

<b><u>SPECIFIC GOALS</u></b>	<b><u>80/20</u></b>
EME/SME 51% owned by Black people	<b>10</b>
51% owned by Black people;	<b>5</b>

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.**

### 10.3 ADJUDICATION USING A POINT SYSTEM

- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 10.4 Objective Criteria

- 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 reserves 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 (about 2 years) 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 an employee shall be prohibited from conducting business with SABC for 5 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.
  - Select solely on the information received in the submissions
  - Enter negotiations with any one or more of preferred bidder(s) based on the criteria specified in this tender's evaluation.
  - Contact any bidder during the evaluation process to clarify any information without informing 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 based on the greatest benefit to the Corporation and not necessarily based on 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 any circumstances be responsible or liable for any

such costs, regardless of, without limitation, the outcome of the bidding, evaluation, and selection process.

**14. PAYMENT TERMS**

SABC will affect payment sixty (60) days after the service provider has rendered the service and submitted an invoice / statement.

**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 8 & 9 Forms
- Annexure F - Pricing Schedule

**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 favoritism, should the resulting tender, or part thereof be awarded to-
  - (a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
  - (b) any person who acts on behalf of SABC; or
  - (c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
  - (d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

The Tenderer or his/her 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

**ANNEXURE B**

**SBD 6.1 FORM**

**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
<b>EME/SME 51% owned by Black people</b>	<b>10</b>
<b>51% owned by Black people;</b>	<b>5</b>
<b>51% owned by Black people who are women</b>	<b>3</b>
<b>Black Youth</b>	<b>2</b>

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:

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

$$80/20 \quad \text{or} \quad 90/10$$

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

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 (inclusive or QSEs and EMEs) 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 tender 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

## 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 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

#### 3 DECLARATION OF SUB-CONTRACTING

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

3.2.4 whether the sub-contractor is an EME YES / NO

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

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

\_\_\_\_\_  
DATE

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

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

**ANNEXURE “D”**

**Previous completed Host-to-Host 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 Host-to-Host 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



**SBD 8**

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**ANNEXURE F: PRICING SCHEDULE**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>UPS Service</b>					
<b>Minor service per year</b>	R	R	R	R	R
<b>Major service per year</b>	R	R	R	R	R
<b>Ad hoc maintenance (Battery replacements)</b>	R	R	R	R	R
<b>Call-out</b>	R	R	R	R	R
<b>Sub- Total</b>	R	R	R	R	R
<b>Value Added Tax</b>	R	R	R	R	R
<b>Mark-up on Material Costs (Maximum 8 %)</b>	%	%	%	%	%

	<b>Generator Service</b>					
	<b>Minor service per year</b>	R	R	R	R	R
	<b>Major service per year</b>	R	R	R	R	R
	<b>Ad hoc maintenance (Battery replacements)</b>	R	R	R	R	R
	<b>Call-out</b>	R	R	R	R	R
	<b>Sub-Total</b>	R	R	R	R	R
	<b>Value Added Tax</b>	R	R	R	R	R
	<b>Total</b>	R	R	R	R	R
	<b>Mark-up on Material Costs (Maximum 8 %)</b>	%	%	%	%	%
	<b>Grand Total Exc</b>					

	<b>Grand Tota Inc.</b>					
--	------------------------	--	--	--	--	--