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www.sabc.co.za

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2024/10243612/42
RFQ ISSUE DATE	11 JULY 2024
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SERVICE AND MAINTENANCE OF HVAC PLANTS AT SABC WESTERN CAPE FOR A PERIOD OF FIVE (5) YEARS.
BRIEFING SESSION / SITE INSPECTION	18 JULY 2024 @ 10:00 (COMPUSORY) 209 BEACH ROAD, SEA POINT.
CLOSING DATE & TIME	31 JULY 2024 MID-DAY @ 12:00

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

CIDB Grade Level 3ME 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

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 3ME 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 buildings in the Western Cape are serviced by two HVAC plants. The Technical Block (Plant A) is serviced by one **174KW Daikin screw compressor unit**. The Main Administrative Building (Plant B) is serviced by two **Carrier air-cooled chillers – Model: 30RQS140 and Model: 30RQS0262**.

Suitably qualified service providers are invited to participate in the request for quotation (RFQ) to service and maintain the above plants.

2. OBJECTIVES

The Works for this Contract comprises the servicing and maintenance of HVAC plants.

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

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, supervision and services necessary to maintain the two HVAC plants.
- Carrying out maintenance and repairs to two HVAC plants.

3. REQUIREMENTS AND SCOPE OF SERVICES

Plant A

Service and Maintain Technical Block water-cooled HVAC plant, check, test/evaluate and provide report on the following machines and equipment:

Chillers Quarterly Service

- Operate chiller for at least 30minutes prior to logging all necessary readings to calculate systems performance.
- Complete system analyses and records all log readings and compares against design specifications.
- Check compressor oil level and pressure.
- Take oil sample for analysis at SANAS accredited laboratory and results to be included on the service report.
- Repair any refrigerant and oil leaks found without pumping the system down.
- Clean system control panel.
- Check all operating and safety controls and note these on the service report.
- Visually inspect and repair chilled water pumps, condenser water pumps, starter panels, starter. Note any anomaly in the service report.
- Inspect cooling towers for correct operation and excessive fouling.
- Furnish a comprehensive service report.

On completion of the quarterly service a complete heat balance will be calculated and a comprehensive report detailing all work done and all faults found.

Chillers Annual Service

- Operate the chillers until the system stabilizes, record all log readings to analyze system performance before starting with the service.
- Transfer refrigerant to refrigerant pump down unit with a transfer unit to minimize refrigerant loss.
- Replace oil (should be discarded correctly and disposal certificate should be provided).
- Replace oil filters and refrigerant filters.
- Take oil sample for laboratory analysis at SANAS accredited laboratory and results to be included on the service report.
- Charge the compressor with new refrigerant oil.
- Remove safety valve and send it to an approved third party for calibration and certification.
- Inspect condenser tubes for fouling, and if required, chemically clean or high pressure clean the tubes for optimum performance.
- Check cooling coils for distortion and signs of corrosion.
- Clean and check control panel, chilled water pumps, condenser water pumps, motors, starters for defects.
- Check and ensure optimal chilled water flowrate are maintained (ensure no leaks).
- Water analysis and corrosion control test to be done.
- Re-install pressure safety valve and inspect the entire refrigeration circuit for leaks.
- Pressure tests the system with dry nitrogen and repairs any leak(s) found. Pressure test will be witnessed by SABC representative.
- Evacuate the system to at least 3mm Hg and hold for a period to ensure system tightness and that it is free of moisture or other non-condensable liquids.
- Conduct megger test motor windings to test condition of electrical insulation.
- Check electrical power supply, safety and current protection.
- Charge system with refrigerant, start and check compressor changeover operating sequence.
- Check for unusual knocks, noises and vibrations.
- Record all readings, analyze system and compare with original specifications.
- Generally clean equipment and plant room areas.
- Furnish a comprehensive service report.

On completion of the quarterly service a complete heat balance will be calculated and a comprehensive report detailing all work done and all faults found should be submitted. Any recommendations or improvements required should also be noted in this report.

COOLING TOWERS

No.	MAINTENANCE INSTRUCTIONS
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1.	Drain cooling tower sump and clean.
2	Check cooling tower fan operation – including bearings
3.	Check ball valve and water levels.
4.	Check condition of packing and report.
5.	Check and unblock sprayers if required
6.	Check access cover seals
7.	Fill up and bleed condenser water circuit

PANELS

No.	MAINTENANCE INSTRUCTIONS
1.	Check and report on all panels/indicator/switches to ensure proper operation.

PLANT B

Service and Maintain Technical Block water-cooled HVAC plant made up of two Carrier air-cooled chillers – Model: 30RQS140 and Model: 30RQS0262.

SERVICE

No.	MAINTENANCE INSTRUCTIONS
1.	Check alarm history and provide feedback.
2.	Check date and time
3.	Check all solenoids and Exv`s by performing output test
4.	Check operation of flow switch
5.	Check and unblock sprayers if required
6.	Inspect starter contact surfaces
7.	Visual check wiring for electrical hotspots
8.	Visual checking on pumps and pipes connections in plant room for any leaks
9.	Operate machine, check controls, run computer diagnostics check
10.	Check refrigerant change
11.	Check oil levels in sight glass
12.	Meg-test compressor windings
13.	Check wiring and pc boards for loose connections
14.	Clean condenser coils
15.	Log operation conditions and issue report to Logistics Management

SERVICE CORRECTIVE ACTIONS AND REPAIR

No.	MAINTENANCE INSTRUCTIONS
1.	Based on the breakdowns or after-service reports. SABC reserves the right to test the quotes in the market.

Additional Units

Servicing and maintenance of any units brought back online must not exceed current costing.

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 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. 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 SLA 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.

3. RFQ Validity Period

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

4. Costing

Refer to pricing schedule annexure F.

5. Duration of the Contract

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

6. Location

SABC Western Cape, 209 Beach Road Sea Point

7. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

- The tender submission will be technically evaluated out of **90**
- A minimum threshold of **60 out of a maximum of 90** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and will not continue for Price evaluation.

8. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

Evaluation Criteria	Requirement	Min. Score	Max Score
Company Previous experience in servicing and maintenance of HVAC Plants. (Evidence indicated in reference letters)	Provide written reference / proof on your clients' company's letterhead from duly authorised person responsible for HVAC plant services with contact details (email address and telephone number). The letters must stipulate contract period, and scope of work undertaken. The reference letters should NOT be appointment or award letters. Experience in number of years in the HVAC plant Maintenance, repairs and servicing • Less than 3 years = (0 points) • 3 – 5 years= (15 points) • Greater than 5 years = (20 points)	15	20
Daikin or Carrier OEM approval Service provider to provide approval letter from OEM	• OEM approval for both (20 points) • OEM approval for one (10 points) • No OEM approval (0 points)	10	20
Refrigeration Technician or Artisan with a certificate of safe handling of refrigerants	• Two refrigerant Artisans (15 points) • One refrigerant Artisan (10 points)	10	15
Warranty on Workmanship and Parts	Warranty on Workmanship and Parts supplied	10	15

	- Greater than 12 months of warranty (15 points) 12 months of warranty (10 points) - Less than 12 months of warranty (0 points)		
Curriculum Vitae (CV) of Supervisor/Team Leader with three (3) years minimum experience in HVAC plant Maintenance and Servicing	Provide a comprehensive CV of Supervisor / Team Leader with a minimum of three (3) years' experience in HVAC plant maintenance and servicing. The CV must be accompanied by mechanical maintenance related certified copies of qualifications (with minimum of N3). The CV must have contactable references. - greater than 5 years' experience = (20 points) 3 – 5 years' experience = (15 points) - less than 3 years' experience = (0 points)	15	20
TOTAL		60	90

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

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

9.1 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:

- Ps = Points scored for comparative price of bid under Consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

9.2 BEE (SPECIFIC GOALS)

<u>SPECIFIC GOALS</u>	<u>80/20</u>
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: 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.**

9.3 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.

9.4 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 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.

10. 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.

11. 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.

12. 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.

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

Does such a relationship exist? [YES/NO]

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

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

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

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE 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
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 the state reserves the right to request a tenderer, either before a tender is adjudicated

or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of the 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10}
 \end{array}$$

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

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 of 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 authorized 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 because 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 because of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered because of having to make less favorable 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 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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 consortium³ 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**PLANT A**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Price Quarterly service (x3)					
	Price Major Service (x1 Annual Service)					
	Sub Total/year (Ex VAT)					
	Total/year (Incl. VAT)					
	Emergency Call - out (Per/Hour rate)					

PLANT B

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Price Quarterly service (x3)					
	Price Major Service (x1 Annual Service)					
	Sub Total/year (Ex VAT)					
	Total/year (Incl. VAT)					

	Emergency Call - out (Per/Hour rate)					
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