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REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2024/10243524/28
RFQ ISSUE DATE	17 MAY 2024
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SERVICE, MAINTENANCE AND REPAIR SERVICES AS WELL AS SUPPLYING OF SPARES (AS AND WHEN REQUIRED) FOR GENERATORS AT SABC'S LIMPOPO FOR A PERIOD OF FIVE (5) YEARS (POLOKWANE AND THOHOYANDOU)
NON-COMPULSORY BRIEFING SESSION / SITE INSPECTION	N/A
CLOSING DATE & TIME	07 JUNE 2024 MID-DAY @ 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 3 EP or ME) 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 [Munyaia@sabc.co.za](mailto:Munyaia@sabc.co.za) 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 that is protected from any modifications, deletions, or additions.
2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
4. All submissions should be prominently marked with the following details in the email subject line:

➤ **RFQ Number and bidders' name.**

5. Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email
6. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
7. SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:
  - receipt of incomplete bid
  - file size
  - delay in transmission receipt of the bid
  - failure of the Bidder to properly identify the bid
  - illegibility of the bid; or
  - Security of the bid data.

**NB: THE BIDDER SHOULD ENSURE THAT LINKS FOR WETRANSFER AND GOOGLE DROP BOX EXPIRE AFTER 30 DAYS OF THEIR SUBMISSIONS INSTEAD OF SEVEN DAYS**

**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/ NOT COMPLY
1	Service Provider must be registered with CIDB Grade 3 (ME or EP) or Higher	
2	Ability to respond to emergencies on site 24/7 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 Limpopo)	

**BIDDERS MUST PROVIDE A VALID AND ACTIVE CERTIFICATE AT THE TIME OF THE CLOSING OF THE BID.**

**1. REQUIRED DOCUMENTS**

- 1.1 Submit proof Central Supplier Database (CSD) registration
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
- 1.3 (Verification will also be done by the SABC internally).
- 1.4 Valid Tax Clearance Certificate or SARS “Pin” to validate supplier’s tax matters
- 1.5 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 1.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.7 Certified copy of Shareholders’ certificates.
- 1.8 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

SABC Limpopo requires a Service Provider for the provision of diesel engine generators service, maintenance and repairs. The generators are situated at both Polokwane and Thohoyandou SABC offices. The successful service provider is expected to provide a service on a quarterly basis or as and when is required at Polokwane and Thohoyandou site for a period of Five (5) years.

### 2. SCOPE OF SERVICE

#### **Scope of Standby Generator Maintenance-SABC Limpopo (Polokwane & Thohoyandou)**

The scope of standby generators maintenance has been established through the building Maintenance Management Framework (BMMF), within the context of the overall SABC Limpopo management of facilities. The maintenance of SABC Limpopo standby generators should optimise their service potential and minimise their whole-of-lifespan costs. To achieve these goals, it is important to obtain accurate and objective knowledge of standby generator's physical and operating conditions, including risk and financial impact associated with maintenance.

For this purpose the framework is to guide the Logistical Services Division in the identification of suitable standby generator maintenance service providers who have the correct level of expertise and resources that will ensure SABC Limpopo standby generators are adequately maintained.

Therefore the following sections should be under consideration for purposes of maintenance:

#### **Scope of work**

The successful service provider shall and be expected to provide a maintenance service for the SABC's generator in respect of the SABC's Polokwane & Thohoyandou sites.

#### **Polokwane Diesel Generator Specification**

- Type: Scania
- DC13072A
- Output 257-480 Kw 1500 rpm
- Output 257-487 Kw 1800 rpm

#### **Thohoyandou Diesel Generator Specification**

- Type: Deutz 226B Kw/r/min132/1500
- Engine No. 6B080306054
- Plan-No 13023811-6

#### **- Mobile Diesel Generator**

- Type-Deutz, D2009 L04
- Serial No. 09301467
- KW/HP 19.1/26.

## **Scheduled Maintenance Service**

### **Preventative Maintenance**

- .1. The Service Provider shall be fully responsible for the preventative maintenance of the Diesel Generators first three quarters of the year and the annual / 250 Hour major service whichever occurs first.
- .2. The Service Provider shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to the SABC.
- .3. Preventative Maintenance shall comply with the Maintenance Specific Activity Schedules contained below.
- .4. The Service Provider shall arrange with the SABC and obtain approval for date, time and duration when equipment or systems shall be out of service for the purpose of performing Preventative Maintenance;
- .5. In the event of repairs having to be carried out which does not form part of Preventative Maintenance, the need for such repairs shall be reported to the SABC for further instructions.
- .6. The Service Provider shall have a 24/365 call out facility;
- .7. The maximum response time which the Service Provider shall respond to a call shall be as follow:
  - Critical: defined as the generator failure during power outage) – The Service Provide shall within two (2) hours from notification acknowledgement respond;
  - Non Critical: defined as generator failure during routine testing / inspection) the Service Provider shall within four (4) hours from the notification acknowledgement respond.
  - The Service provider shall further ensure that standby arrangements for emergency call outs are at all times in place with contact details of the technicians on standby.
- .8. Spares required for ad hoc requests must be quoted for and approved by the SABC before the service is rendered;
- .9. The Service Provider shall employ and manage his Maintenance Staff to ensure timely and efficient execution of the Works with minimum interruption to the SABC;
10. Technician and other staff members working at the SABC must be issued with safety clothing with the company's name clearly visible;
11. Maintenance staff must be fully trained to; Perform the maintenance Services; do fault finding; Capable of doing repairs on all equipment;

### **Maintenance Schedule**

#### **Schedule A: Service (Quarterly)**

1. Carry out "Walk around" inspection for oil, fuel and water leaks;
2. Check water jacket heater operation;
3. Check condition of fuel pipes and water hoses;
4. Check and adjust to specification battery voltage, charge rate and perform voltage drop test to determine condition of batteries;
5. Check engine oil level and top up if necessary;
6. Check fan and alternator belt tensions;

7. Check primary fuel filter and clean if necessary;
8. Check water level in radiator;
9. Check level of antifreeze in cooling system;
10. Check for water build up in the fuel filter water trap;
11. Check the fuel tank daily drain valve for build-up of water;
12. Grease fan drive and alternator bearing;
13. Top up water and add cooling conditioner to radiator, if required;
14. With the plant selector switch in the "auto" position, trip the mains incoming supply so as to stimulate a mains failure;
15. Observe start up, satisfactory operation of transfer switch and load acceptance of the set;
16. Check and record when generator has run for 15 minutes;
17. Generator output voltage stability;
18. Generator output frequency and stability;
19. Engine water temperature;
20. Engine oil pressure;
21. Engine fuel pressure;
22. Charging alternator output;
23. Run the set on load for 30 minutes then switch on the mains incoming supply and observe load shedding as well as the cooling down sequence until set stops;
24. In test position check the following safety shutdown devices:
25. Start cut out function;
26. Low oil pressure;
27. High engine temperature;
28. Engine over speed;
29. Switch off engine and return plant selector switch to the "auto" position;
30. Make additional adjustments (within the scope of routine maintenance work) to the abovementioned equipment if necessary;
31. Clean diesel generator and the room
32. Complete service log and return to Office;
33. Complete service report;

#### **SCHEDULE B:**

##### **Annual or 250 hour major service (whichever occurs first)**

1. Carry out "walk around" inspection for oil and water leaks;
2. Run the set on Test for 10 minutes and the Switch off engine and return plant selector switch to the "Off" position;
3. Conduct a complete overhaul of the engine.
4. Drain lubrication oil and replenish with the correct grade of oil as per Original Equipment Manufacturer (OEM) requirements;

5. Replace lubricating oil filter elements and fuel filter elements;
6. Replace air filter element and adjust if necessary;
7. Grease all points as required;
8. Drain and flush cooling system, refill with clean water and add cooling system conditioner;
9. Check water jacket heater operations;
10. Check condition of fuel pipes and water hoses;
11. Check for water build up the fuel filter water trap;
12. Check the fuel tank daily drain valve for build-up water;
13. Obtain fuel samples from bulk tank for analysis;
14. Check and adjust to specification battery voltage, charge rate and perform voltage drop test to determine condition of batteries;
15. Check fan and alternator belt tensions;
16. Grease fan drive and alternator bearing;
17. Start engine in test position and run for 5 minutes;
18. Switch off engine and return plant selector switch to the OFF position;
19. Check water level in radiator and top up if necessary
20. Inspect electrical panels for loose connections;
21. Check electrical and control connections
22. With the plant selector switch in the auto position trip the mains incoming supply so as to simulate a mains failure;
23. Observe start up, satisfactory operation of transfer switch and load acceptance of set;
24. Check and record when generator has run for 15 minutes:
25. Generator output voltage stability;
26. Generator output frequency and stability;
27. Engine water temperature;
28. Engine oil pressure
29. Charging alternator output;
30. Check exhausts system for leaks;
31. Run the set on load for 30 minutes then switch on the mains incoming supply and observe load shedding as well as the cooling down sequence until set stops in test position check the following safety shutdown devices:
32. Start cut out function;
33. Low oil pressure;
34. High engine temperature
35. Engine over speed
36. Switch off engine and return plant selector switch to the auto position;
37. Make additional adjustments (with the scope of routing maintenance work) to the above-mentioned equipment if necessary
38. Clean Diesel Generator and the room;

- 39. Complete service log
- 40. Complete service report.

**Refer to Annexure F – Bill of quantities.**

**2. RFQ Validity period**

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

**3. Duration of the Contract**

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

**4. Location**

19 Hospital Street, Polokwane, 0700

**AND**

SABC Thohoyandou, Casino BLVD Road, Next to  
Vhembe Municipality office

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

- The tender submission will be technically evaluated out of **60**.
- A minimum threshold of **35 out of a maximum of 60** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and therefore will not continue forward for evaluation of Price.

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

Evaluation Area	Evaluation Criteria	Min. Points	Max. Points
Company past relevant experience in Electrical / Mechanical Services, Specialising in Standby Generators	Company's minimum experience of <b>3 years</b> in rendering electrical / mechanical services, specializing in generators.  Bidders must provide references letters ( No Completion certificate and Letter of award) which <b>MUST</b> meet the following:  On a <b>client's business letterhead</b> and Contract duration. <b>duly signed by authorised person</b> with contact number and or email. Stipulate contracts start and end date. Stipulate services description of services provided.  Company's Experience in standby generators <b>Number of years in service</b> <ul style="list-style-type: none"> <li>• greater than 3 years = (25 points)</li> <li>• 2 - 3 years = (15 points)</li> <li>• less than 2 years = (0 points)</li> </ul>	30	50

	<p><b>Number of Letters</b></p> <ul style="list-style-type: none"> <li>greater than 3 references letters = (25 points)</li> <li>2 - 3 reference letters = (15 points)</li> <li>1 reference letters = (0 points)</li> </ul>		
<b>Technician Experience</b>	<ul style="list-style-type: none"> <li>Supply 2 qualified Electrical or Mechanical artisan CV with at least N3 qualification and SAQA Trade test. (5 points)</li> <li>Supply 2 qualified Electrical or Mechanical artisan CV with at least N4 – N6 qualification and SAQA Trade test. (10 points)</li> </ul>	5	10
<b>Total</b>		<b>35</b>	<b>60</b>

**7. Pricing and Specific goals**

9.1 The 80/20 preference point system will apply to evaluate responses.

9.2 The award of the tender / RFQ to will be based on functionality evaluation.

9.3 The Price and BEE (Specific goals) will be applicable to award the highest scoring bidder.

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

The **80/20** preference point system.

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

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

Where:

$P_s$  = Points scored for comparative price of bid under Consideration

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

**9. BEE (SPECIFIC GOALS)**

<b>SPECIFIC GOALS</b>	<b>80/20</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	<b>3</b>
Black Youth	<b>2</b>

- **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.**

a **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.

b **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 reserve the right not to award this tender to any bidder who fails the financial stability assessment.
- No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.
- Should employees resign or retire from the employment of the SABC and become directors of other businesses tendering with the SABC, such tender shall not be considered until the cooling off period of 24 (twenty-four) months has expired.
- Should the employee be dismissed from the SABC employment, such employee shall be prohibited from conducting business with SABC for a period of 5 (five) years from the date of dismissal.
- Should the employee be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- The SABC shall not procure any goods, services, works or Content from any Board member or Board member owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- Should the SABC's Board members no longer serve on the SABC Board but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 24 (twenty-four) months has expired.
- Should the Board member be found guilty in a court of law due to criminal conduct/act, such Board member will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.

- The SABC shall not procure any goods, services, works or Content from any independent contractor or independent contractor owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- Should the Independent Contractor no longer be contracted to the SABC but become directors of other companies, the SABC shall not conduct business with those companies until the cooling-off period of 24 (twenty-four) months has expired.
- Should the Independent Contract be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.

## 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.
  - Make a selection solely on the information received in the submissions
  - Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
  - Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
  - Award a contract to one or more bidder(s).
  - Accept any tender in part or full at its own discretion.
  - Cancel this RFQ or any part thereof at any time.

- Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs, aligned to the BEE & Price.

## 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 effect 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	-	<b>SBD 6.1 Form</b>
Annexure C	-	Consortiums, Joint Ventures and Sub-Contracting Regulations
Annexure D	-	Previous completed projects/Current Projects
Annexure E	-	<b>SBD 4 Form</b>
Annexure F	-	Bill of Quantities

**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
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POSITION OF DECLARANT	NAME OF COMPANY OR TENDERER
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**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**

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**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:

<b>SPECIFIC GOALS</b>	<b>80/20</b>
<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:

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

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:

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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	<b>10</b>	
51% owned by Black people;	<b>5</b>	
51% owned by Black people who are women	<b>3</b>	
Black Youth	<b>2</b>	

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

**ANNEXURE C**

**CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS**

**1. CONSORTIUMS AND JOINT VENTURES**

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

**2 SUB-CONTRACTING**

- 2.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 2.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.3 A person awarded a contract may not subcontract more than 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)**

<b>Project Descriptions</b>	<b>Client</b>	<b>Contact no</b>	<b>Contact person</b>	<b>Email address</b>	<b>Period of projects</b>	<b>Value of projects</b>	<b>Project Commence date</b>	<b>Completed date</b>

**Current Host-to-Host projects (preferably provide a detailed company profile, detailed the below mentioned information)**

<b>Project Descriptions</b>	<b>Client</b>	<b>Contact no</b>	<b>Contact person</b>	<b>Email address</b>	<b>Period of projects</b>	<b>Value of projects</b>	<b>Project Commence date</b>	<b>Completion date</b>

**ANNEXURE E  
BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</sup> 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.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**ANNEXURE F**

**BILL OF QUANTITIES**

		YEAR 1	YEAR 2	YEAR 3	YEARS 4	YEARS 5
<b>Item</b>	<b>Service and Major Service</b>					
1	3x Quarterly service for 3 Generators	R	R	R	R	R
2	1x Major service for 3 Generators	R	R	R	R	R
3	Sub-Total	R	R	R	R	R
4	Value Added Tax	R	R	R	R	R
5	<b>Total</b>	R	R	R	R	R

		YEAR 1	YEAR 2	YEAR 3	YEARS 4	YEARS 5
<b>Item</b>	<b>Reactive Maintenance / Repairs</b>					
1	Labour rate (Artisan) Monday – Friday P/H	R	R	R	R	R
2	Labour rate (Artisan) Weekend – Holidays P/H	R	R	R	R	R
3	Call out fees rate (Monday – Friday)	R	R	R	R	R
4	Call out fees rate (Weekend and holidays)	R	R	R	R	R

Strictly Confidential