



SCM Division
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www.sabc.co.za

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2024/10243775/31
RFQ ISSUE DATE	11 JUNE 2024
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF MINOR AND MAJOR MAINTENANCE, REPAIRS SERVICES AS WELL AS SUPPLYING OF SPARES (AS AND WHEN REQUIRED) FOR GENERATORS AT SABC GQEBERHA(PE) OFFICE FOR A PERIOD OF THREE (3) YEARS
NON-COMPULSORY BRIEFING SESSION / SITE INSPECTION	N/A
CLOSING DATE & TIME	28 JUNE 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 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 oldjohnn@sabc.co.za 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: _____

South African Broadcasting Corporation SOC Limited: Registration Number: 2003/023915/30

Non-Executive Directors: Mr K M Ramukumba (Chairperson); Ms N A Batyi (Deputy Chairperson); Dr R K C Horne; Ms P Kadi; Ms P P Magopeni; Mr D M Maimela; Ms A C Makhwanya; Mr D K Mohuba; Ms M Moonsamy; Ms R M S Motaung; Adv T S Thipanyane; Mr M Tsedu

Executive Directors: Ms N L Chabeli (Group Chief Executive Officer); Mr L Binza (Acting Chief Operations Officer); Ms Y van Biljon (Chief Financial Officer);

Company Secretary: Adv T Moshakga

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/ COMPLY	NOT
1.1	Provide a proof of CIDB Grading: A minimum of CIDB = CIDB Grade Level 2EB or 2ME or Higher		

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 REGISTRED ON THE CSD

DETAILED TECHNICAL SPECIFICATION

1. BACKGROUND

The SABC is South Africa's national public broadcaster. The company's objectives are to provide a comprehensive range of distinctive programmes and services with the view to inform, educate, entertain, support, and develop culture in all 11 official languages. Currently, the company's principal activities comprise of Television and Radio broadcasting utilising 19 radio stations and 5 television channels. All these offerings should be kept running for 24 hours a day in line with the mandate and agreed strategic operations parameters of the organisation.

The South African Broadcasting Corporation, SABC Gqeberha (PE) Regional Office, situated at 51 Conyngham Road, Parsons Hill, is a 4-storey building comprising of office space, outbuilding and, workshops, and Studios. Due to the various Broadcasts activities transpiring in the Regional Office daily and the business requirements, the back-up power supply includes one (1) standby diesel generator. To prevent total outage during mains power supply failures from the Nelson Mandela Metro Municipality, the standby diesel generator is critical to the SABC core business operations which operate 24 hours seven days a week. They provide emergency power to critical equipment such as Broadcasting Studios, Emergency lighting, Access Control, CCTV and Security, Fire detection and Suppression during power failures. The primary generator was installed in 2022 and the underground tank in 1974.

2. SCOPE OF SERVICES

2.1 Overview of the work

The Works for this Contract comprises the preventative maintenance, repairs and emergency call out for breakdowns.

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 generator.
- Carrying out maintenance and repairs to the existing generator
- The contractor must have a trade tested diesel Mechanic/Technician and Auto Electrician/Artisan Electrician.
- Provide training to SABC employees on the maintenance and operation of standby generators.

2.2. The Maintenance Contract shall be divided in three parts as follows:

a) Preventative Maintenance (Major Service)

The contractor will be responsible for carrying out preventative maintenance on the standby diesel generator on a scheduled basis in line with the manufacturer's manual.

The preventative maintenance shall include but not limited to the following:

- Annual servicing of the generators as per the job card request (oil change, coolant changes, filters, drive belts, hoses, mechanical adjustments, etc including supply of all consumables necessary to complete the service)
- Perform electrical tests on the generators, record findings and propose measures to address the identified findings.
- Verify generator controller settings, implement correct settings, and keep records.
- Submit detailed maintenance reports of the work done, tests performed, test results, defects found, adjustments made and recommendations.

Service rates shall apply for all preventative maintenance as per values agreed on the maintenance contract. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer or his representative. SABC reserves the right to remove generator from the schedule due to changes in operational requirements and the contract amount will be adjusted accordingly.

b) Reactive Maintenance

The Contractor shall attend to all callouts and/or ad-hoc maintenance and the response time shall be as stipulated on the service level agreement. Where the Contractor is called out for faults or requested to provide a service, the Contractor shall only be paid for the callout and labour and unscheduled rates shall apply. Where the service contractor is required to provide spares or services not included in the bill of quantities, the Contractor shall first submit a quote for approval, and can only provide the spares and services after approval has been granted in writing and a 10% mark-up shall apply for all third-party items, services, and spares.

The following services will be performed by the appointed services provider:

- Perform ad-hoc mechanical and electrical repairs on planned and emergency basis.
- Supply and install all mechanical and electrical components on approval of a quotation on an ad-hoc planned and emergency basis.
- Supply and install auxiliary components such as oil pressure sensors, switched, sender units, glow plugs, batteries, etc., on approval of a quotation on and as and when required.
- Supply and install electrical components such as relays, contactors, change-over

assemblies, cabling etc on approval of a quotation as and when required.

- Provide An Auto Electrician or Artisan Electrician for all engine wiring requirements on and as and when requires basis.
- Provide technical support for controllers and advise SABC on solutions.
- Compile procedures and drawings on an ad-hoc basis when required.
- Perform investigations in the event of power supply interruptions and generator fails to take load.
- Root cause Analysis
- Submit a detailed report on breakdowns and repairs.

c) Hired Generators

To supply hired generators on an ad-hoc basis as detailed on the Pricing Schedule.

2.3 Maintenance Management

2.3.1 Preventative Maintenance

All preventative maintenance work shall be scheduled by the SABC or its authorized representative and communicated to the Contractor. When the maintenance is due the authorized SABC representative will issue a purchase order to the contractor and together shall perform the necessary planning and preparations for the successful execution of the work. Work shall be scheduled in a manner as not to interfere with any normal operations of the SABC. On completion of work the SABC representative together with the contractor shall inspect the works and if both parties are satisfied with the work done both shall sign off the job card together with the maintenance reports. The appointed service provider will be required to work and cooperate with other contractors on site whenever it is necessary for the purpose of new installations, maintenance, fault finding and repairs.

Normal operational hours on site shall be **from 08:00 to 16:30** for every working day, Monday to Friday. No planned maintenance work will be allowed to be performed on Weekends or Public holidays unless prior approval is received from the SABC or authorized representative.

2.3.2 Reactive Maintenance

SABC or its authorized representative will report any generator and/or associated equipment faults or breakdowns which may occur to the contractor. All emergencies will be reported telephonically and then followed by a job card. Any other maintenance will be communicated in writing and a repair job card will be transmitted to the Contractor. The Contractor shall respond promptly to the complaint and restore the equipment to functional status in accordance with the assigned priority level. On completion of work the SABC representative together with the contractor shall inspect the works and if both parties are satisfied with the work done both shall sign off the job card together with the detailed report for the repairs.

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 place of work. The response to call outs shall be categorized according to the need for urgency in attending to 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 against 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 **1hour**.

(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 lengthy period. 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 response. 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 as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

2.4 Modifications/ Improvement Process

Contractors shall assume the costs incurred by SABC, as a result of 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 needs to be submitted to SABC and approved prior to implementing the change. The Contractor shall keep records of all requests and corresponding SABC approvals.

2.5 Performance Management

- Once deliveries of the component, system, or service have 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.

2.5.1. Key Performance Indicators

SABC will monitor Contractor's performance and report on it on a regular basis.

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 at SABC discretion.

2.5.2. Containment of Non-Conformity Supply of Service

In the event of 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).

2.5.3. Cost Recovery

Contractors shall assume the costs incurred by SABC, as a result of defective supplies, services

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

2.5.4. 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 Project Manager or his delegate. The Authorized SABC Representative may request the replacement of any person with unsatisfactory performance or who fails to comply with this contract.

2.6 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.

2.7 Communication

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

2.8 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 afore-mentioned file prior to commencing with work.

2.9 Environmental Management

The appointed service provider shall comply with SABC's Environmental Systems. The Contractor / Service Provider remains solely responsible disposal and clean-up of any form of waste that is produced during the term of their contract at SABC. The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same. Proof of such disposal must be submitted to SABC.

2.10 Access Control

SABC Gqeberha Office is a National Key Point, and the appointed service provider shall comply with all access and security requirements.

3. GENERATOR INFORMATION

SABC Gqeberha Standby Generator

- **Type** – Volvo Penta
- **Size** - 250KVA
- **Serial number** - 3008570235
- **Alternator** - GS3L1-22-A-34231

4. Pricing

- (a) The prices and rates in the Pricing Schedule for Preventative Maintenance shall be treated as being fully inclusive of all labour, tools, materials, consumables, transport, overheads, liabilities, risks, obligations, and profit as incurred or required by the contractor in carrying out the item.
- (b) The base rates will be adjusted in accordance with Consumer Price Index with effect from the 2nd, and third year. A 6,5% shall be used for illustrative purposes, for example the total amount of the previous year to be multiplied by 1,065 to get the total amount for the following year.
- (c) Unscheduled rates shall apply during breakdowns and repairs.
- (d) The provisional sum shall be used on and as and when required on a proven cost basis and 10% mark-up shall apply for all third - party items and services. The mark-up shall be calculated on the amount for each item or service excluding VAT. Expenditure against the provisional sum shall be authorised by the project manager or his delegate.

Refer to Annexure F – Pricing Schedule.

5. RFQ Validity period

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

6. Duration of the Contract

The duration of the contract is Three (3) years.

7. Location

SABC Gqeberha Office, 51 Conynningham, Parsons Hill, Gqeberha, 6000

8. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

- The tender submission will be technically evaluated out of **100**.
- A minimum threshold of **50 out of a maximum of 100** 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.

9. 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 3 years in rendering electrical / mechanical services, specializing in Standby generators. Bidders must provide references letters/Completion certificate which MUST meet the following: • on a client's business letterhead	20	40

	• contract duration (Stipulate contracts start and end date). • duly signed by authorised person with contact number and or email • Stipulate services description of services provided or Scope of work. Company's Experience in standby generators Number of years in service • equal and above 5 years' experience = (20 points) • Less than 5 to 2 years' experience = (10 points) • less than 2 years' experience = (0 point) Number of valid Reference Letters • equal and greater than 3 valid references letters = (20 points) • less than 3 to 2 valid reference letters = (10 points) • Less than 2 valid reference letters OR No valid reference letter = (0 points)		
Key Personnel	Provide a comprehensive Curriculum Vitae (CV) of Team Leader or Electrical and Mechanical Artisan with a minimum of three (3) years' experience in Standby Generator Maintenance Services and Repairs. Team Leader or Artisan Electrician and Artisan Mechanical related certified copy of qualifications (with minimum of N3), and Wireman's Licence Professional registration. The CV must have contactable references. • greater than 4 years' experience = (20 points) • 2 – 4 years' experience = (10 points) - less than 2 years' experience = (0 points) And; Provide a comprehensive Curriculum Vitae (CV) of Electrical and Mechanical Semi-Skilled Artisan with a minimum of three (3) years' experience in Standby Generator Maintenance Services and Repairs. The CV must have contactable references. • greater than 3 years' experience = (20 points) • 1 – 3 years' experience = (10 points) • less than 1 years' experience = (0 points)	20	40
Warranty on Workmanship and Parts	Warranty on Workmanship and Parts or Spares supplied. • Greater than 12 months of warranty = (20 points) • 12 months of warranty = (10 points) • Less than 12 months of warranty = (0 Points)	10	20
TOTAL		50	100

9. 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.

10 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:

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

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

10.1 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.**

10.2 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.

10.3 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.

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.

9. 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.

10. 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.

11. 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 | - | SBD 6.1 Form |
| Annexure C | - | Consortiums, Joint Ventures, and Sub-Contracting Regulations |
| Annexure D | - | Previous completed projects/Current Projects |
| Annexure E | - | SBD 4 Form |
| 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
EME/SME 51% owned by Black people	10
51% owned by Black people;	5
51% owned by Black people who are women	3
Black Youth	2

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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 (<i>inclusive or QSEs and EMEs</i>) 51% owned by Black people	10	
51% owned by Black people;	5	
51% owned by Black people who are women	3	
Black Youth	2	

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

Source Documents to be submitted with the 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.

.....	
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

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

ANNEXURE F

PRICING SCHEDULE

				Rate	Amount
Item	Description	Unit	Qty	Year 1	Year 1
1.	Preventative Maintenance				
1.1	Volvo Penta (Minor service or when it reaches a running time of 250h)	Each	1		
	Volvo Penta (Major service or when it reaches a running time of 750h)	Each	1		
	Sub Total				
2.	Reactive Maintenance				
2.1	Unscheduled Rates:				
2.1.1	Labour Rate (Artisan) Monday to Friday	Rands/hour	2		
2.1.2	Labour Rate (Artisan) Weekend and Public Holidays	Rands/hour	2		
2.1.3	Semi-Skilled Labour (Monday to Friday)	Rands/hour	2		
2.1.4	Semi-Skilled Labour (Weekend and Public Holidays)	Rands/hour	2		
2.1.5	Call-Out Rate (Monday to Friday)	Rands/hour	4		
2.1.6	Call-Out Rate (Weekend and Public Holidays)	Rands/hour	4		
	Sub Total				

*Contract values will be increased according to the current stipulated Statistic SA – Consumer Price Indices- all income groups. 6,5% escalation should be used for illustrative purposes.

				Rate	Amount
Item	Description	Unit	Qty	Year 2	Year 2
1.	Preventative Maintenance				
1.1	Volvo Penta (Minor service or when it reaches a running time of 250h)	Each	1		
1.2	Volvo Penta (Major service or when it reaches a running time of 750h)	Each	1		
	Sub Total				
2.	Reactive Maintenance				
2.1	Unscheduled Rates:				
2.1.1	Labour Rate (Artisan) Monday to Friday	Rands/hour	2		
2.1.2	Labour Rate (Artisan) Weekend and Public Holidays	Rands/hour	2		
2.1.3	Semi-Skilled Labour (Monday to Friday)	Rands/hour	2		
2.1.4	Semi-Skilled Labour (Weekend and Public Holidays)	Rands/hour	2		
2.1.5	Call-Out Rate (Monday to Friday)	Rands/hour	4		
2.1.6	Call-Out Rate (Weekend and Public Holidays)	Rands/hour	4		
	Sub Total				

				Rate	Amount
Item	Description	Unit	Qty	Year 3	Year 3
1.	Preventative Maintenance				
1.1	Volvo Penta (Minor service or when it reaches a running time of 250h)	Each	1		
1.2	Volvo Penta (Major service or when it reaches a running time of 750h)	Each	1		
	Sub Total				
2.	Reactive Maintenance				
2.1	Unscheduled Rates:				
2.1.1	Labour Rate (Artisan) Monday to Friday	Rands/hour	2		
2.1.2	Labour Rate (Artisan) Weekend and Public Holidays	Rands/hour	2		
2.1.3	Semi-Skilled Labour (Monday to Friday)	Rands/hour	2		
2.1.4	Semi-Skilled Labour (Weekend and Public Holidays)	Rands/hour	2		
2.1.5	Call-Out Rate (Monday to Friday)	Rands/hour	4		
2.1.6	Call-Out Rate (Weekend and Public Holidays)	Rands/hour	4		
2.2	Provisional Sum				
2.2.1	Supply of spare parts (Boost pressure sensors, Oil pressure sensors and switches, coolant temperature sensors, solenoids, starters, relays, thermostats, oil coolers, belts, fuel pumps, actuators, oil pumps, coolant pumps, oil filters, air filters, injectors, glow plugs, turbo chargers, hoses, clamps, staring batteries, premixed coolant, oil, Engine Management Systems, contactors, timers, Change Over Controllers, MCBs, MCCBs, voltmeters, cables, wires, light bulbs etc.)	Sum	1	R150 000,00	R150 000,00

2.2.2	Conducting fault investigations and repairs of generators				
2.2.3	Fixing leaks (coolant, oil, and diesel) and cleaning of spillages				
2.2.4	Sanding out/removal of rust and painting of generators				
2.2.5	Providing rental generators inclusive of maintenance				
	Sub Total				R150 000,00

3.	Summary Schedule	
Item	Description	Amount
3.1	Preventative Maintenance	
3.2	Unscheduled Rates	
3.3	Provisional Sum	R150 000,00
	Sub-Total (Year 1)	
3.4	Sub Total year 2 (year 1 plus CPI escalation*)	
3.5	Sub Total year 3 (year 2 plus CPI escalation*)	
	Sub -Total	Sum of year 1 to 3 = _____
3.8	VAT (15%)	
3.9	Total	
To be carried to the form of offer		3 years amount plus VAT = _____