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[www.sabc.co.za](http://www.sabc.co.za)

#### REQUEST FOR QUOTATION (RFQ)

|                                                   |                                                                                                                                                               |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFQ                                               | RFQ/LOG/2024/10243476/34                                                                                                                                      |
| RFQ ISSUE DATE                                    | 11 JUNE 2024                                                                                                                                                  |
| RFQ DESCRIPTION                                   | APPOINTMENT OF A SERVICE PROVIDER TO RENDER WATER TREATMENT IN THE COOLING TOWERS A PERIOD OF FIVE (5) YEARS AT SABC IN KWA-ZULU NATAL ("KZN"), DURBAN OFFICE |
| NON-COMPULSORY BRIEFING SESSION / SITE INSPECTION | N/A                                                                                                                                                           |
| CLOSING DATE & TIME                               | 27 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 1 ME or Higher minimum grading with the Construction Industry Development Board (CIDB) "The Tenderer shall provide a valid and active grading at the time of closing and at the time of award".**

For queries, please contact [Silangwen@sabc.co.za](mailto:Silangwen@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/<br>COMPLY | NOT |
|-----------------------|-----------------------------------------------------|-------------------|-----|
|                       | A minimum of CIDB = CIDB Grade Level 1 ME or Higher |                   |     |

**BIDDERS MUST PROVIDE A VALID AND ACTIVE CIDB CERTIFICATE AT THE TIME OF THE CLOSING AND THE TIME OF AWARD**

### 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

The South African Broadcasting Corporation, SABC, has its Head Office in Auckland Park, Johannesburg, with regional offices in each South African province. 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.

The KwaZulu Natal Regional office is located at 100 K E Masinga, Durban and comprise of a six-storey building. The cooling towers are a critical component in the control of temperatures at the Regional Office, more importantly as the building is equipped with broadcasting equipment that generate heat. To maintain the required temperature levels in the building, it is vital that the water treatment with chemicals are applied consistently per month.

The two Cooling Towers were manufactured and installed in 2012 and have since been maintained by a contracted service provider.

#### **Cooling Towers information**

The name of the cooling towers or company name: INDUSTRIAL WATER COOLING (Pty) LTD  
Abbreviated as IWC

### 2. Scope of Services

#### 2.1 Overview of the work

The Works for this Contract comprises a monthly site visit to conduct water treatment, repairs and emergency call out for breakdowns.

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

- Provision of all labour, material, tools, chemical supplies, transportation, storage, utilities, appliances, supervision, and services necessary to maintain the Cooling Towers.
- Carry out the water treatment with chemicals to prevent chemical residual and scaling in the Cooling Towers.

- Carry out regular checks, monthly analysis, and written service report, together with any recommendations to improve the condition of the equipment.

## 2.2. Maintenance Management

### Preventative Maintenance (Monthly Service)

The contractor will be responsible for carrying out preventative maintenance once per month, on a scheduled basis in line with the manufacturer's manual. The preventative maintenance shall include but not limited to the following:

- Test water from the municipal line and water from the cooling towers.
- Analyse the water control limit figures, to be aligned with the required amounts, if there is a discrepancy, provide feedback and recommendations for remedy.
- All components in the cooling tower are to be tested and cleaned. Check for dosing and bleed off operations, ensure the solenoid is opening fully and closing properly.
- Ensure the dosing pump is working and closing properly.
- Check and clean the probe; ensure all parameters on the control unit are set correctly. Generate a service report on the condition of the equipment.
- Remove all debris on the cooling towers sump with vacuum, when accessible.
- Adding of the biocide to the cooling tower to prevent algae growth.
- To check for leaks, overflows, or broken parts, and these are to be reported for further action.
- To check the chemical drum that there is sufficient chemical to last until the next site visit and if not sufficient, arrange for a top-up.
- Once all is concluded, provide a complete service report to SABC for discussion on recommendations and signing of the report.

### Deep cleaning (Once off)

Deep cleaning process involves:

- Draining cooling towers.
- Chemically clean cooling towers sumps.
- Chemically clean cooling tower intake louvers.
- Test if all in working order.

The scope of work for deep cleaning:

- **Drain the cooling tower.** Turn off power to the cooling tower and drain the water from the system. Close all water supply valves and isolate the tower from the rest of the HVAC system.

- **Remove any debris.** Clear any visible debris from the tower basin and sump. Use brushes or power washers to remove dirt, leaves, and other loose debris.
- **Clean the fill media.** Inspect the fill media and remove any large accumulations of debris or scale. Use high-pressure hoses or power washers to clean the fill media thoroughly. Be sure to pay attention to hard-to-reach areas and corners.
- **Clean the basin and distribution system.** Scrub the basin walls and floor with brushes and a mild cleaning solution. Check and clean the water distribution system, including nozzles and spray heads. Remove any scale, algae, or sediment build up using appropriate cleaning agents or biocides.
- **Clean drift eliminator.** Inspect the drift eliminators for blockages or dirt build up. Use brushes or high-pressure water to clean the drift eliminators and ensure unobstructed airflow.
- **Disinfect the system.** Apply a suitable biocide or cleaning agent to disinfect the cooling tower and control microbial growth. Follow the manufacturer's instructions for proper dilution and application.
- **Flush and rinse the system.** Flush the entire cooling tower with clean water to remove loosened debris and cleaning agents. Use high-pressure hoses to thoroughly rinse all components, including the fill media, basin, and distribution system.
- **Refill and restart the system.** Refill the cooling tower with clean, treated water according to the manufacturer's specifications. Restart the system, ensuring all valves and controls are functioning correctly. Monitor the tower's performance to ensure proper operation.

### 1.3 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.

### 1.4 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.

### 1.5 Communication

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

## **1.6 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 aforementioned file prior to commencing with work.

## **1.7 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.

### **1.8 Access Control**

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

## **2. Pricing**

- (a) The prices and rates in the Bill of quantities 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 2<sup>nd</sup>, 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.

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

## **3. RFQ Validity period**

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

## **4. Duration of the Contract**

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

## **5. Location**

100 KE Masinga Road  
Durban  
4000

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

- The tender submission will be technically evaluated out of **50**.

- A minimum threshold of **26 out of a maximum of 50** 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.

## 7. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

| Evaluation Area                                                        | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Min. Points | Max. Points |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| Company past relevant experience in water treatment for cooling towers | <p>Company's minimum experience of <b>3 years</b> in rendering water treatment in the cooling towers.</p> <p>Bidders must provide reference letters/Completion certificates which <b>MUST</b> meet the following:</p> <ul style="list-style-type: none"> <li>➤ on a <b>client's business letterhead</b></li> <li>➤ <b>contract duration.</b></li> <li>➤ <b>duly signed by authorized person</b> with contact number and or email</li> <li>➤ Stipulate contracts start and end date.</li> <li>➤ Stipulate services description of services provided.</li> </ul> <p>Company's Experience in water treatment for cooling towers</p> <p><b>Number of years in service</b></p> <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 = (10 points)</li> </ul> <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 = (10 points)</li> </ul> | 20          | 50          |
| SHE Plan                                                               | <p>Respondent must submit a SHE Plan to cover the following topics:</p> <ul style="list-style-type: none"> <li>• Management of employee exposure to Hazardous Biological Agents(procedure) (6)</li> <li>• Management of injuries on duty procedure. (4)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 6           | 10          |
| <b>TOTAL</b>                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>26</b>   | <b>50</b>   |

## 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)

| <b><u>SPECIFIC GOALS</u></b>            | <b><u>80/20</u></b> |
|-----------------------------------------|---------------------|
| EME/SME 51% owned by Black people       | <b>10</b>           |
| 51% owned by Black people;              | <b>5</b>            |
| 51% owned by Black people who are women | <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.**

#### 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.

## 12. CONDITIONS TO BE OBSERVED WHEN TENDERING

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

## 13. Cost of Bidding

The Tenderer shall bear all costs and expenses associated with preparation and submission of its tender or RFQ, and the Corporation shall under any circumstances be responsible or liable for any

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

14. **PAYMENT TERMS**

SABC will 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

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**

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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:

| SPECIFIC GOALS                    | 80/20 |
|-----------------------------------|-------|
| EME/SME 51% owned by Black people | 10    |
| 51% owned by Black people;        | 5     |

|                                                |          |
|------------------------------------------------|----------|
| <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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

| The specific goals allocated points in terms of this tender     | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed. (80/20 system) (To be completed by the tenderer) |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| SMMes (inclusive of QSEs and EMEs)<br>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 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**

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<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.

2.2.1 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 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

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<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.

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

## BILL OF QUANTITIES

|           |                                                                |            |     | Rate   | Amount |
|-----------|----------------------------------------------------------------|------------|-----|--------|--------|
| Item      | Description                                                    | Unit       | Qty | Year 1 | Year 1 |
|           |                                                                |            |     |        |        |
| <b>1.</b> | <b>Preventative Maintenance</b>                                | p/m        |     |        |        |
| 1.1       | Chemical requirements Cooling Towers                           |            | 2   |        |        |
| 1.2       | Biocide Products                                               |            | 1   |        |        |
| 1.3       | Chilled Circuit corrosion inhibitor and microbiocidal chemical |            | 1   |        |        |
| 1.4       | Deep cleaning (once a year)                                    |            | 2   |        |        |
|           | <b>Sub Total</b>                                               | p/m        |     |        |        |
| <b>2.</b> | <b>Reactive maintenance</b>                                    |            |     |        |        |
| 2.1       | Unscheduled Rates:                                             |            |     |        |        |
| 2.1.1     | Labour Rates (Technician) Monday to Friday                     | Rands/hour |     |        |        |
| 2.1.2     | Call-out rates (Monday to Friday)                              | Rands/hour |     |        |        |
|           | <b>Sub Total</b>                                               |            |     |        |        |

\*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 |
|           |                                                                |            |     |        |        |
| <b>1.</b> | <b>Preventative Maintenance</b>                                | p/m        |     |        |        |
| 1.1       | Chemical requirements Cooling Towers                           |            | 2   |        |        |
| 1.2       | Biocide Products                                               |            | 1   |        |        |
| 1.3       | Chilled Circuit corrosion inhibitor and microbiocidal chemical |            | 1   |        |        |
| 1.4       | Deep cleaning (once a year)                                    |            | 2   |        |        |
|           | <b>Sub Total</b>                                               | p/m        |     |        |        |
| <b>2.</b> | <b>Reactive maintenance</b>                                    |            |     |        |        |
| 2.1       | Unscheduled Rates:                                             |            |     |        |        |
| 2.1.1     | Labour Rates (Technician) Monday to Friday                     | Rands/hour |     |        |        |
| 2.1.2     | Call-out rates (Monday to Friday)                              | Rands/hour |     |        |        |
|           | <b>Sub Total</b>                                               |            |     |        |        |

|           |                                                                |            |     | Rate   | Amount |
|-----------|----------------------------------------------------------------|------------|-----|--------|--------|
| Item      | Description                                                    | Unit       | Qty | Year 3 | Year 3 |
|           |                                                                |            |     |        |        |
| <b>1.</b> | <b>Preventative Maintenance</b>                                | p/m        |     |        |        |
|           |                                                                |            |     |        |        |
| 1.1       | Chemical requirements Cooling Towers                           |            | 2   |        |        |
| 1.2       | Biocide Products                                               |            | 1   |        |        |
| 1.3       | Chilled Circuit corrosion inhibitor and microbiocidal chemical |            | 1   |        |        |
| 1.4       | Deep cleaning (once a year)                                    |            | 2   |        |        |
|           | <b>Sub Total</b>                                               | p/m        |     |        |        |
| <b>2.</b> | <b>Reactive maintenance</b>                                    |            |     |        |        |
| 2.1       | Unscheduled Rates:                                             |            |     |        |        |
| 2.1.1     | Labour Rates (Technician) Monday to Friday                     | Rands/hour |     |        |        |
| 2.1.2     | Call-out rates (Monday to Friday)                              | Rands/hour |     |        |        |
|           | <b>Sub Total</b>                                               |            |     |        |        |

|           |                                                                |            |     | Rate   | Amount |
|-----------|----------------------------------------------------------------|------------|-----|--------|--------|
| Item      | Description                                                    | Unit       | Qty | Year 4 | Year 4 |
|           |                                                                |            |     |        |        |
| <b>1.</b> | <b>Preventative Maintenance</b>                                | p/m        |     |        |        |
| 1.1       | Chemical requirements Cooling Towers                           |            | 2   |        |        |
| 1.2       | Biocide Products                                               |            | 1   |        |        |
| 1.3       | Chilled Circuit corrosion inhibitor and microbiocidal chemical |            | 1   |        |        |
| 1.4       | Deep cleaning (once a year)                                    |            | 2   |        |        |
|           | <b>Sub Total</b>                                               | p/m        |     |        |        |
| <b>2.</b> | <b>Reactive maintenance</b>                                    |            |     |        |        |
| 2.1       | Unscheduled Rates:                                             |            |     |        |        |
| 2.1.1     | Labour Rates (Technician) Monday to Friday                     | Rands/hour |     |        |        |
| 2.1.2     | Call-out rates (Monday to Friday)                              | Rands/hour |     |        |        |
|           | <b>Sub Total</b>                                               |            |     |        |        |

|           |                                                                |            |     | Rate   | Amount |
|-----------|----------------------------------------------------------------|------------|-----|--------|--------|
| Item      | Description                                                    | Unit       | Qty | Year 5 | Year 5 |
|           |                                                                |            |     |        |        |
| <b>1.</b> | <b>Preventative Maintenance</b>                                | p/m        |     |        |        |
| 1.1       | Chemical requirements Cooling Towers                           |            | 2   |        |        |
| 1.2       | Biocide Products                                               |            | 1   |        |        |
| 1.3       | Chilled Circuit corrosion inhibitor and microbiocidal chemical |            | 1   |        |        |
| 1.4       | Deep cleaning (once a year)                                    |            | 2   |        |        |
|           | <b>Sub Total</b>                                               | p/m        |     |        |        |
| <b>2.</b> | <b>Reactive maintenance</b>                                    |            |     |        |        |
| 2.1       | Unscheduled Rates:                                             |            |     |        |        |
| 2.1.1     | Labour Rates (Technician) Monday to Friday                     | Rands/hour |     |        |        |
| 2.1.2     | Call-out rates (Monday to Friday)                              | Rands/hour |     |        |        |
|           | <b>Sub Total</b>                                               |            |     |        |        |

| 3.                                        | Summary Schedule                               |                                        |
|-------------------------------------------|------------------------------------------------|----------------------------------------|
| Item                                      | Description                                    | Amount                                 |
| 3.1                                       | Preventative Maintenance                       |                                        |
| 3.2                                       | Unscheduled Rates                              |                                        |
| 3.3                                       | Deep Cleaning                                  |                                        |
|                                           | <b>Sub-Total (Year 1)</b>                      |                                        |
| 3.4                                       | Sub Total year 2 (year 1 plus CPI escalation*) |                                        |
| 3.5                                       | Sub Total year 3 (year 2 plus CPI escalation*) |                                        |
| 3.6                                       | Sub Total year 4 (year 3 plus CPI escalation*) |                                        |
| 3.7                                       | Sub Total year 5 (year 4 plus CPI escalation*) |                                        |
|                                           | <b>Sub -Total</b>                              | <b>Sum of year 1 to 5 = _____</b>      |
| 3.8                                       | VAT (15%)                                      |                                        |
| 3.9                                       | <b>Total</b>                                   |                                        |
| <b>To be carried to the form of offer</b> |                                                | <b>5 years amount plus VAT = _____</b> |