



**SOUTH AFRICAN BROADCASTING SABC SOC LIMITED**  
**("the SABC")**

**REQUEST FOR PROPOSAL (RFP)**

**RFP NUMBER: RFP/LOG/2022/69**

**RFP TITLE: THE APPOINTMENT OF A BUILDING CONTRACTOR FOR REINSTATEMENT AND REPAIRS TO STUDIO 6 AT SABC AUCKLAND PARK.**

**EXPECTED TIMEFRAME**

<b>BID PROCESS</b>	<b>EXPECTED DATES</b>
Bid Advertisement Date	15 December 2022
Bid Documents Available From	National Treasury's tender portal ( <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> ) SABC Website ( <a href="http://www.sabc.co.za/sabc/tenders/">http://www.sabc.co.za/sabc/tenders/</a> ) CIDB website ( <a href="http://www.cidb.co.za">http://www.cidb.co.za</a> )
<b>Compulsory Briefing Session Date &amp; Time</b> See Annexure A (Guideline for Briefing Session)	18 January 2023 @ 10h00-11h30 AM
<b>Compulsory site inspection</b>	20 January 2023 @ 9h00-12h00 AM
Venue / Link for virtual Briefing Session	Join on your computer, mobile app or room device <a href="#">Click here to join the meeting</a> Meeting ID: 392 986 734 495 Passcode: RS7d7r <a href="#">Download Teams</a>   <a href="#">Join on the web</a> <a href="#">Learn More</a>   <a href="#">Meeting options</a>
Bid Closing Date and Time	31 January 2023 @ 12h00 PM
Contact details	<a href="mailto:RFPSubmissions@sabc.co.za">RFPSubmissions@sabc.co.za</a>
Preference point system	80/20 or 90/10 preference system will be used for this bid whichever is applicable
<b>CIDB Grading</b>	A minimum of 7 GB: CIDB Grading is applicable for this bid

The SABC retains the right to change the timeframe whenever necessary and for whatever reason it deems fit.

***NB!! Bidders must attend compulsory briefing session and attend site inspection, failure to attend will result in disqualification!***

**BIDS DELIVERY:**

**Bids must be lodged in the:**

**SABC's Tender Box**

**SABC Office**

**Radio Park**

**Henley Road.**

**Auckland Park**

**Johannesburg**

**OR**

**ELECTRONIC SUBMISSION**

**[RFPSubmissions@sabc.co.za](mailto:RFPSubmissions@sabc.co.za)**

During the COVID-19 pandemic, bidders may submit bids in the tender box or electronically until further notice. Refer to Document A for Conditions to be observed when bidding.

**Late Bid submissions will not be accepted for consideration by the SABC.**

## 1. PRE-QUALIFICATION

**THE BIDDER MUST MEET AT LEAST ONE OF THE B-BBEE PRE-QUALIFICATION CRITERIA's LISTED BELOW.**

CRITERIA	COMPLY/NOT COMPLY
Bidders with B-BBEE Status Level 1	
SBD 6.2 Declaration Certificate for local Production and Content for designated sectors	
Local Content Calculations (attached spreadsheet) all tabs to be completed	

**NON-COMPLIANCE TO THE PRE-QUALIFICATION CRITERIA WILL RESULT IN AUTOMATIC DISQUALIFICATION. BIDDERS WHO SUBMIT INCOMPLETE OR INVALID SWORN AFFIDAVIT WILL ALSO BE DISQUALIFIED. VERIFICATION OF THE EME OR QSE STATUS WILL BE DONE BASED ON THE BIDDERS' FINANCIAL STATEMENTS OR MANAGEMENT ACCOUNTS. ONLY VALID DOCUMENTS WILL BE CONSIDERED. SABC RESERVES THE RIGHT TO DISQUALIFY ANY BIDDERS WHOM THEIR FINANCIAL STATEMENTS PROOFS THAT THEY ARE/NO LONGER FALL WITHIN EITHER EME OR QSE OR GENERIC SCALE. TO QUALIFY, THE BIDDER MUST MEET REQUIREMENTS AS STATED ABOVE.**

## 2. SUB-CONTRACTING

Prequalified bidders **with B-BBEE Status Level 1** must subcontract a minimum of 30% to EME or QSEs company's and submit a signed sub-contracting agreement by both main contractor and subcontractor as evidence of commitment to subcontract a minimum of 30% of the value of the contract to certain designated groups as prescribed in the PPPFA guidelines 2017 (as amended).

- a. an EME or QSE;
- b. an EME or QSE which is at least 51% owned by black people;
- c. an EME or QSE which is at least 51% owned by black people who are youth;
- d. an EME or QSE which is at least 51% owned by black people who are women;
- e. an EME or QSE which is at least 51% owned by black people with disabilities;
- f. an EME or QSE which is 51% owned by black people living in rural or
- g. underdeveloped areas or townships.
- h. a cooperative which is at least 51% owned by black people;
- i. an EME or QSE which is at least 51% owned by black people who are military veterans;

CRITERIA	COMPLY/NOT COMPLY
Signed Sub-contracting agreement (between main contractor and subcontracted) as evidence of commitment to sub-contract a minimum of 30% of the value of the contract	

**NON-COMPLIANCE TO THE SUBCONTRACTING CRITERIA WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

**NB: BIDDERS ARE REQUIRED TO SELECT QSEs and EMEs THAT ARE REGISTERED WITH CENTRAL SUPPLIER DATABASE(CSD) TO USE AS SUBCONTRACTORS. NON-COMPLIANCE TO THIS CRITERIA WILL RESULT IN AUTOMATIC DISQUALIFICATION!!!**

**NB: An appointed service provider/s are requirement to maintain the BEE level and Black Ownership must be maintained for the duration of the contrac**

## 1. MANDATORY DOCUMENTS

All bid respondents must submit mandatory documents that comply with all mandatory requirements. Bids that do not fully comply with the mandatory requirements will be disqualified and will not be considered for further evaluation.

MANDATORY REQUIREMENT		COMPLY/ NOT COMPLY
2.1	Provide a proof of CIDB Grading: A minimum of CIDB =7 GB Grading	
2.2	Proof of valid Professional Engineer ECSA Registration and certification for Structural Engineer	
2.3	Proof of <b>VALID (not expired by bid closing date)</b> South African Qualification and Certificate Committee (SAQCC) fire Registration  <b>OR</b> <b>A valid certified copy of the South African Qualification and Certificate Committee (SAQCC) fire Registration</b>	
2.4	Valid proof of registration as an Asbestos contractor issued by Department Of Labour and approved by an Asbestos Inspection Authority for the main contractor or their subcontractor.	

**NON-SUBMISSION OF THE MANDATORY DOCUMENTS WILL RESULT IN DISQUALIFICATION.**

## **2. REQUIRED DOCUMENTS**

- 2.1 SARS “Pin” to validate supplier’s tax matters
- 2.2 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 2.3 All EME’s and 51% black Owned QSE’s are only required to obtain a **sworn affidavit** on an annual basis, confirming the following;
  - 3.3.1. Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
  - 3.3.2. Level of Black Ownership

**Note 1:**

**Verification Agencies and Auditors who are accredited by the IRBA (Independent Regulatory Board for Auditors) are no longer the ‘approved regulatory bodies’ for B-BBEE verification and therefore IRBA auditors are not allowed to issue B-BBEE certificates after 30 September 2016.**

**Note 2:**

**Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE act as amended.**

- 2.4 Proof of Valid TV License Statement (Company’s, Shareholders and all Directors’), or affidavit proving that company and/or officials are not in possession of TV licence. Verification will also be done by the SABC internally.
- 2.5 Proof of Central Supplier Database (CSD) registration reflecting the CSD Supplier Number (Bidder must be registered in order to do business with the SABC). Verification will also be done.
- 2.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 2.7 Certified copy of Shareholders’ certificates.
- 2.8 Certified copy of ID documents of the Directors or Members.
- 2.9 Last three years audited/reviewed financial statements OR the Companies Management Accounts.
- 2.10 Letter of Good standing (COIDA)
- 2.11 NHBRC Certificate
- 2.12 For an appointed bidder will be required to submit a Public Liability cover
- 2.13 The appointed bidder will be required to submit a project plan

**NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDER/S WHOM THEIR TAX AND TV LICENCE MATTERS ARE NOT IN ORDER. NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHO IS NOT REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD).**

## **C O N T E N T S**

<b>DOCUMENT A:</b>	CONDITIONS TO BE OBSERVED WHEN BIDDING
<b>DOCUMENT B:</b>	GENERAL CONDITIONS OF THE BID/PROPOSAL
<b>DOCUMENT C:</b>	QUESTIONNAIRE
<b>DOCUMENT D:</b>	DECLARATION OF INTEREST
<b>DOCUMENT E:</b>	FUNCTIONALITY REQUIREMENTS
<b>DOCUMENT F:</b>	CONFIDENTIALITY
<b>DOCUMENT G:</b>	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017- SBD 6.1
<b>DOCUMENT H:</b>	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8
<b>DOCUMENT I:</b>	CERTIFICATE OF INDEPENDENT BID DETERMINATION SBD 9
<b>DOCUMENT J:</b>	ACCEPTANCE OF CONDITIONS OF BID
<b>DOCUMENT K:</b>	VENDOR FORM (SABC SUPPLIER/VENDOR REGISTRATION FORM) - (ATTACHED SEPARATELY) / PLEASE ALSO REGISTER ON CENTRALISED DATA BASE - <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>

## **DOCUMENT A**

### **CONDITIONS TO BE OBSERVED WHEN BIDDING**

#### **1.0 LODGING OF PROPOSALS**

1.1 Bidders are required to complete and sign the RFP Document and initial all pages (including proposal and brochures).

1.2 During the COVID-19 pandemic, bidders may submit bids in the tender box or electronically until further notice as follows:

##### **1.2.1. Tender box submission**

Bids submitted in the tender box must adhere to the following:

- Bids must be submitted in one (1) original, two (2) copies of the original and 1 (one) soft copy (CD) or memory stick, by hand and be enclosed in a sealed envelope marked distinctly with the RFP number. All soft copies should be in PDF format and must contain proposal, all completed forms, and attachments. This envelope must indicate the Bid number and the name and delivery address of the Bidder.

##### **1.2.2. Electronic submission:**

Bids submitted electronically must adhere to the following:

- The single point of entry is [RFPSubmissions@sabc.co.za](mailto:RFPSubmissions@sabc.co.za).
- Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions or additions.
- Financial/pricing information must be presented in a **separate** attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.
- All electronic submissions must be prominently marked with the full details of the tender in the email subject line namely Bidder's Name, Tender No and Tender Title.
- 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



- Tender submission emails received after submission date and time will be declared late bid submissions and will not be accepted for consideration by SABC.

1.4 The 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 (must not exceed 30mb)
- Delay in transmission or receipt of the bid
- Failure of the Bidder to properly identify the bid
- Illegibility of the bid; or
- Security of the bid data.

1.5 Bidders must ensure that bids are delivered timeously to the correct address. Bids not received in a specified manner, and by the specified time and date as set out in this RFP document will be rejected. The bid box is generally open 24 hours a day, 7 days a week.

## **2.0 COMPLIANCE WITH CONDITIONS OF PROPOSAL**

2.1 No alteration, amendment or variation of the submitted proposal by the closing date of this bid shall be permitted, unless otherwise agreed in writing by both the SABC and the bidder. Should the bidder desire to make any amendments to the conditions of their proposal document, they shall stipulate upfront in their proposal document. The SABC reserves the right to reject such bid document.

## **3.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

3.1 All bidders are required to submit bids in accordance with stipulated technical specification as indicated on this bid document. Failure to comply with the required technical specification will result in disqualification.

## **4.0 SCHEDULE OF QUANTITIES**

4.1 Bidders are required to submit a detailed Schedule of Quantities indicating how the bid amount is composed. This schedule shall contain itemised descriptions, quantities and unit prices.

## **5.0 BID PRICES**

- 5.1 No change in the submitted bid prices shall be accepted and/or approved by the SABC after receipt and before award of this bid.
- 5.2 All prices are to be quoted in the Republic of South African Rand with VAT as a separate item.
- 5.3 All local suppliers quoting in foreign currency must convert the currency to Rands and indicate the exchange rate applicable. The local suppliers must provide reasons with evidence why they are quoting in foreign currency
- 5.4 The prices quoted should be inclusive of all costs needed to perform the specified services, not limited to, all kinds of local guarantee bonds, taxes and duties, customs, customs clearance, inland transportation, storage, unpacking, positioning, installation, integration and testing. The prices quoted should be inclusive of all costs for the duration of the project.
- 5.5 This bid document is not an offer to purchase, order or contract.
- 5.6 Prices must be fixed for the first year and shall, where applicable, be subject to an increase of not more than the applicable CPI.
- 5.7 Bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivery on site as specified.
- 5.8 Bid prices shall, where necessary, include packaging. If desired, packaging material may be returned to the bidder provided the amount of credit that will be allowed for the returnable packaging is shown against each item concerned.
- 5.9 Any response submitted by a Bidder is subject to negotiation and review by the SABC.

## **6.0 SOURCE OF SERVICE AND MATERIAL**

- 6.1 In the case of equipment/goods, which are partially or completely designed and/or manufactured in the Republic of South Africa, Bidders shall state the local content percentage.
- 6.2 Documentation certifying the local content percentage shall be submitted.

## **7.0 ACCEPTANCE OF PROPOSALS**

- 7.1 The SABC does not bind itself to accept the lowest or any bid/proposal, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Bidders in the preparation and delivery of its/his/her bid/proposal. The SABC reserves the right to accept a separate bid/proposal or separate bids/proposals for any one or more of the sections of a specification. The SABC also reserves the right to withdraw the bid at any stage.
- 7.2 No bid shall be deemed to have been accepted unless and until a formal contract/ letter of award is prepared and signed.
- 7.3 The SABC reserves the right, should it deem it necessary, to monitor every stage of the contract to ensure:
- 7.3.1 that the directors who were awarded the bid are in control of the company and/or that changes in directors does not affect delivery of the goods/services/work adversely;
  - 7.3.2 that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
  - 7.3.3 that in the event that the bid or any part thereof is to be subcontracted to another company or organisation after the bid was awarded, the Bidders must immediately advise the SABC and the SABC shall approve same as it deems fit;
  - 7.3.4 successful delivery of the goods/services/works in terms of the contract, or timeous termination of the contract should such action be in the best interest of the SABC;
  - 7.3.5 audit the successful Bidder's contract from time to time.
- 7.4 This bid will remain valid 180 (one hundred and eighty) days from the date of bid closing.

## **8.0 DEFAULT BY BIDDERS**

- 8.1 If Bidders purport to withdraw their bid(s)/proposals within the period for which they have agreed that their bid/proposal shall remain open for acceptance, or fails to enter into a written contract when called upon to do so, or fails to accept an order in terms of the bid, the SABC may, without prejudice to any other legal remedy which it may have, accept their bid(s) notwithstanding the purported withdrawal, or proceed to accept any other less favourable bid or call for bids afresh and may recover from the defaulting Bidders any additional expense it has incurred for the calling for new bids or the acceptance of any less favourable bid.

## **9.0 AMPLIFICATION OF PROPOSALS**

- 9.1 The SABC may, after the opening of bids, call on the Bidder to amplify in writing any matter which is not clear in the Bidder's submission and such amplification shall form part of the original bid.
- 9.2 In the event of the Bidders failing to supply such information within the specified timeframe, the bid will be liable to rejection.
- 9.3 The SABC reserves the right to:
- 9.3.1 not evaluate and award bids that do not comply strictly with this bid document;
  - 9.3.2 make a selection solely on the information received in the bids;
  - 9.3.3 enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
  - 9.3.4 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 bid shall be sought, offered or permitted;
  - 9.3.5 award a contract to one or more Bidder(s);
  - 9.3.6 accept any bid in part or full at its own discretion; and
  - 9.3.7 cancel this bid or any part thereof at any time.
- 9.4 Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the SABC and not necessarily on the basis of the lowest costs.

## **10.0 IMPORT/EXPORT PERMITS**

- 10.1 Bidders are required to include complete information on equipment and/or components requiring export/import permits.

## **11.0 COST OF BIDDING**

- 11.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and the SABC shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

## **12.0 COMMUNICATION**

- 12.1 The SABC has provided a single point of entry for any questions or queries that the Bidder may have. All queries must be submitted in writing and directed to authorised contact person. **Unauthorised communication with any other personnel or member of staff of the SABC, with regard to this bid is strongly discouraged and will result in disqualification of the respective Bidder's bid/proposal submission.**
- 12.2 Should there be a difference of interpretation between the Bidder and SABC; SABC reserves the right to make a final ruling on such interpretation.
- 12.3 The closing time for clarification of queries is 3 (three) days before the deadline for bid/proposal submission. The Bidders should take note that questions together with responses will be sent to all Bidders who attended compulsory Briefing Session.

## **13.0 AUTHORISED CONTACT PERSONS**

- 13.1 All enquiries in respect of this bid must be addressed to:

**Tender Office**  
SCM Division  
Radio Park Office Block  
Henley Road  
Auckland Park  
Johannesburg  
South Africa  
E-mail: [RFPSubmissions@sabc.co.za](mailto:RFPSubmissions@sabc.co.za)

## **14.0 BROAD-BASED ECONOMIC EMPOWERMENT**

- 14.1 According to the 2013 B-BBEE Revised Coded of Good Practice the Exempted Micro Enterprise (EME) is only required to produce a sworn affidavit signed by the Commissioner of Oaths as per the requirement in the Justice of Peace and Commissioners of Oaths Act, 1963 (Act No. 61 of 1963) or the Companies and Intellectual Property Commission ("CIPC") certificate on an annual basis.
- 14.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 14.3 Only South African Accreditation Systems (SANAS) is the authorised body

to issue B-BBEE certificates

- 14.4 IRBA and Accounting Officers are **not** allowed to issue B-BBEE affidavit or certificates to EMEs and QSEs as it was under 2007 Codes
- 14.5 EME's and QSE's must submit an affidavit confirming that the entity's turnover is below R10 million and percentage of black ownership to claim BBEE points
- 14.6 QSEs have to comply with all elements
- 14.7 Start-up enterprises are verified similar to EMEs, but can opt to be rated using the QSE and Generic Scorecard
- 14.8 QSE with at least 51% black ownership or above are only required to obtain a sworn affidavit on an annual basis with a confirmation of turnover and black ownership
- 14.9 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that B-BBEE status level certificate under the consortium name is submitted.
- 14.10 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 bid.
- 14.11 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 14.12 A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 14.13 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **15.0 MISREPRESENTATION AND FRONTING IS PROHIBITED**

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

It is an offence to misrepresent or provide false information regarding a company's information or engaging in a fronting practice. If there is any contravention of some sought, the SABC may open a criminal and/or civil case/s against the bidder and its directors/members in terms of applicable legislation, and ban the bidder & its directors/members from doing business with the SABC for a pre-determined period.

It is important to note that any proposal that does not conform fully to the instructions and requirements in this RFP may be disqualified.

Suppliers might be required to demonstrate their proposed capabilities by means of a presentation, clear and easily verifiable reference documentation and/or a visit to an existing client site where their capabilities may be demonstrated.

Bids, which do not meet the technical requirements, will not be considered for further evaluation.

**END OF DOCUMENT**

## **DOCUMENT B**

### **GENERAL CONDITIONS OF PROPOSAL**

#### **1.0 COMPLIANCE WITH COMPLETION OF PROPOSAL**

- 1.1 The bid forms should not be retyped or redrafted but photocopies may be prepared and used.
- 1.2 Bid forms must be signed in the original form; in ink and forms with photocopied signatures or other such reproduction of signature will be rejected.
- 1.3 Should bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bid.
- 1.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Incomplete bids will result in disqualification.

#### **2.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

- 2.1 Unless a departure is clearly stated by the Bidder at the time of bidding, the works shall be taken as complying in detail with the Technical Specifications, and the Bidder shall be held liable on all the terms and conditions of the contract as if this bid contained no departures. Technical specifications contained in any brochures or any other descriptions submitted shall apply for acceptance test purposes.

#### **3.0 WARRANTY**

- 3.1 If there are any defects arising from failure of goods to meet the specifications within the period specified in the contract, the Bidder shall replace the defective items at his expense or shall refund the SABC such costs as the SABC may incur in replacing such defective item. The Bidder shall also bear the cost of transporting replaced/repaired items to the place of destination.

#### **4.0 INSPECTION**

- 4.1 The Bidder shall permit and assist the SABC's representatives in carrying out any inspections that are called for in the proposal or specifications.



## **5.0 PACKAGING**

- 5.1 Goods purchased on this bid must be adequately protected and securely packaged during shipment and until delivery at the destination.
- 5.2 Goods must be clearly marked with the Bidder's name, description of contents and the SABC's order number and delivery address.

## **6.0 RISK**

- 6.1 The Bidder will be responsible for losses that SABC incurred due to Bidder's negligence or intention and Bidder must provide Liability Insurance. This will be a condition of contract.

## **7.0 DELIVERY**

- 7.1 Delivery will be to the SABC Auckland Park, Johannesburg, Republic of South Africa. The contractual delivery date must be strictly complied with and each delivery must be preceded or accompanied by delivery note. If delivery does not take place within the period stipulated, the SABC may cancel the contract concluded with the bidder without further notice to the Bidder and with immediate effect without prejudice to any other course of action available to the SABC to recover any damages out of such delay. Receipt of the goods by the SABC will not be regarded as acceptance thereof until the goods have been acceptance tested in compliance with the Technical Specifications.

## **8.0 PAYMENT**

- 8.1 Payment, in currency other than South African Rand, will be made by means of a telegraphic or wired bank transfer.

The Bidder must provide:

- Name and address of their bank.
- Company account number to be credited.
- Sort/swift code of bank.

- 8.2 The SABC's standard payment terms are 60 days from date of Invoice.

## **9.0 ASSIGNMENT OF CONTRACT**

- 9.1 The Bidder shall not have the right to cede any right or delegate any obligation in terms of this contract to any third party unless with the prior written approval of the SABC.

## **10.0 PROPOSALS ARE CONSIDERED TO BE BINDING ON THE BIDDERS**

- 10.1 Representations made in the bid/proposal, including claims made in respect of commitments to dates of delivery, shall be considered binding on the Bidder on acceptance of the bid/proposal by the SABC and same will be form part of the contract to be concluded, unless specifically noted by the Bidder in the bid/proposal that same maybe subject to change.

## **11.0 COMPLIANCE WITH SABC POLICIES**

- 11.1. SABC will not procure any goods, services, works or content from any employee or employee-owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- 11.2. SABC will not procure any goods, services, works or content from any SABC 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.
- 11.3. No former employees, SABC's Non-Executive members and Independent Contractors will be awarded contracts with the SABC within 24 months after resigning from SABC employment or not being engaged with the SABC.
- 11.4. Should former employees, SABC's Non-Executive members and Independent Contractors resign from the employment of the SABC or not being engaged with the SABC and become directors of other businesses bidding with SABC, such bid will not be considered until the cooling off period of two years has expired.
- 11.5. "The SABC has a zero tolerance to theft, fraud and corruption. Such activities will be investigated and stringent action institutes such as laying of criminal charges or even removal from the SABC database of service providers. Should you suspect or become aware of any suspicious acts of fraud, theft or corruption involving SABC employees or other suppliers rendering services to the SABC, contact the SABC whistle blowers hotline at **"0800 372 831"**

## **12.0 FAILURE TO COMPLY WITH THESE CONDITIONS**

- 12.1 These conditions form part of the bid and failure to comply therewith may invalidate a bid.

## **13.0 RFP SCHEDULE**

- 13.1 Bidders will be contacted as soon as practicable with a status update. At this time, short-listed Bidders may be asked to meet with SABC representatives. Bidders should provide a list of persons and their contact details who are mandated to negotiate on behalf of their company.

#### **14.0 ADDITIONAL NOTES**

- 14.1 All returnable documents as indicated in the bid form must be returned with the response
- 14.2 Changes by the Bidder to his/her submission is not allowed after the closing date.
- 14.3 The person or persons signing the bids must be legally authorized by the Bidder to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the bid.
- 14.4 SABC reserves the right to undertake post-bid negotiations with the preferred Bidder or any number of short-listed Bidders.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE BID BEING OVERLOOKED.**

#### **15.0 DISCLAIMERS**

- 15.1 Bidders are hereby advised that the SABC is not committed to any course of action as a result of its issuance of this BID and/or its receipt of a bid in response to it. In particular, please note that the SABC may:
- 15.2 change all services on bid and to have Supplier re-bid on any changes.
- 15.3 reject any bid which does not conform to instructions and specifications issued herein
- 15.4 disqualify bids after the stated submission deadline
- 15.5 not necessarily accept the lowest priced bid
- 15.6 reject all bids, if it so deem fit
- 15.7 award a contract in connection with this bid at any time
- 15.8 award only a portion as a contract
- 15.9 split the award of the contract to more than one Supplier
- 15.10 make no award of a contract.

Kindly note that SABC will not reimburse any Bidder for any preparation costs or other work performed in connection with this bid, whether or not the Bidder is awarded a contract.

**END OF DOCUMENT B**

## DOCUMENT C

### QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

<b>1. Company's Treasury CSD unique registration reference number.</b>	
<b>2. Have your company been issued with a SARS Compliance Status PIN.</b>	
<b>3. If yes, please provide PIN number. The provision of the PIN will be construed as your permission to SABC Procurement to access your tax status on-line.</b>	
<b>4. Are you registered in terms of section 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act 89 of 1991)?</b>	
<b>5. If so, state your VAT registration number and original current tax clearance certificate to be submitted</b>	
<b>6. Are the prices quoted fixed for the full period of contract?</b>	
<b>7. Is the delivery period stated in the bid firm?</b>	
<b>8. What is the address in the Republic of South Africa where an item of the type offered by you may be inspected preferably under working conditions? (Where Applicable)</b>	
<b>9. What is the approximate value of</b>	

stock in the Republic of South Africa for this particular item? (If required).	
10. Where are the stock held?	
11. What facilities exist for servicing the items offered?	
12. Where are these facilities available?	
13. What are the names and addresses of the factories/suppliers where the supplies will be manufactured and may be inspected, if required?	

\*

**ALSO INDICATE WHICHEVER IS NOT APPLICABLE**

**END OF DOCUMENT C**

**DOCUMENT D**  
**SBD-4**  
**DECLARATION OF INTEREST**

1.0 Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2.0 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

**2.1** Full Name of bidder or his or her representative:

.....

**2.2** Identity Number: .....

**2.3** Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

**2.4** Company Registration Number: .....

**2.5** Tax Reference Number: .....

**2.6** VAT Registration Number: .....

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- a. any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- b. any municipality or municipal entity;
- c. provincial legislature;
- d. national Assembly or the national Council of provinces; or
- e. Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES/NO**  
the appropriate authority to undertake remunerative  
work outside employment in the state?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES /NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:



3.0 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Pers. Number

4.0 DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**END OF DOCUMENT D**

## **DOCUMENT E**

### **FUNCTIONAL SPECIFICATION**

#### **1. BIDDERS**

The Bidders shall acquaint himself fully with the terms of the specification and ascertain that he is in full possession of all pages and drawings as per Annexures. Should any doubt arise regarding the interpretation of the specifications or drawings, or should any ambiguities or discrepancies appear therein, the bidder shall refer to the SABC for clarification. The Bidder shall inspect all specifications and drawings, including architectural, structural and services design drawings, pertaining to the Works, and shall make the necessary allowance in his tender price for any extras and omissions, which might occur as a result of the final detailed coordinated shop drawings.

#### **2. QUALIFYING CONDITIONS BY BIDDERS**

Where completed tender forms are accompanied by letters or printed covers having printed standard conditions of tender, these conditions, when at variance with the conditions of this specification will be disregarded unless it is specifically mentioned in a covering letter which of these printed clauses shall take precedence.

#### **3. CONTINGENCIES**

Where an amount for contingencies is included in the Tender Form, expenditure out of this sum shall only be made with the authority of the SABC/Engineer. The contingency sum, whether in part or in whole, shall be deducted from the final account, wherein all variations shall be fully detailed.

#### **4. PROVISIONAL SUMS ("P.s. ITEMS")**

Where a provisional sum is shown in the Tender Form or referred to in the specifications, this shall be expended or used at the discretion of the Engineer. The Contractor shall make all payments against provisional sums and shall include in his tendered price for all costs incurred and profit required for handling, installation and assuming responsibility.

Tenderers shall allow in their tendered price for taking delivery of all P.S. items, and assuming all responsibilities and providing all attention as detailed in the preceding clause on Prime Cost Items (P.C.'s).

## **5. PRIME COST ITEMS ("P.c. ITEMS")**

Where P.C. items are shown in the Tender Form or referred to in the specification, they shall be purchased by the contractor on instructions from the Engineer/SABC. Full documentation pertaining to the purchase i.e. order and invoice, shall be made available to the Engineer/SABC. All discounts to the contractor, other than settlement discounts, shall be passed onto the SABC. Any additional profit or other charges required by the contractor in respect of P.C. items will be deemed to have been included in the Nett tender price.

On receiving instructions to purchase P.C. items, the contractor shall satisfy himself before placing the order, that quantities and details are correct, and that such items present no difficulties from the point of view of installation or putting into operation. If the items are considered to be defective or unsatisfactory in any way, the matter shall be referred to the Engineer/SABC before the order is placed or installation commenced. The contractor shall take delivery of all P.C. items, unpack, check, store, clean, assemble and install as directed. Having taken delivery of P.C. items, and having signed for their receipt in good order, the Contractor will be held responsible for them until installation is completed. ABC or its agent shall where necessarily call upon suppliers to comply with specifications where they have been issued, and for suppliers to make good any defects and implement any guarantees given. The contractor shall ensure that P.C. items are in sound working order when the work is handed over.

## **6. WORKING HOURS**

Unless the Works programme requires otherwise, contractors shall work the same hours (07H00 - 17H00) and any deviation from this general rule must be agreed upon and approved by SABC beforehand.

## **7. AREAS FOR STORAGE**

There is no storage area in the building. The Contractor will provide own storage externally and SABC to provide suitable area/location.

## **8. UTILITIES TO BE PROVIDED BY THE SABC**

Potable Water draw-off points required for execution of the Contract Works will be supplied by SABC free of charge. Single Phase electricity draw-off points required for execution of the

Contract Works will be supplied by the SABC free of charge. The Contractor will provide his own builder's distribution board with earth leakage and supply cable.

Toilets are for the use of the SABC purposes only. The use of toilets will be allowed if the Contractor ensures that the status of the toilets is not degraded. Otherwise, an area will be designated for temporary toilets to be provided by the Contractor. The tender amount must allow for the use of temporary toilets.

## **9. WORKMEN AND SUPERVISION ON SITE**

The project is of a nature where work will be executed in occupied broadcast areas. The areas are inside SABC facilities where dust and noise are not acceptable. Extra precaution must be taken by the Contractor to minimise noise and dust. This must be included in the quoted price. Full time supervision must control the workmen on site to adhere to these strict requirements. The Contractor will have full time supervision of a qualified technical person who will supervise the work all the time. The preliminary and general cost will be reflected in the rates quantities.

The Contractor shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the Contract Works. All workers on site, including those of any sub-contractors, shall be supervised by a competent foreman experienced in the trades and/or activities comprising the Contract Works which will attend site full time. The site supervisor shall be appointed in terms of the SABC Health & Safety (H & S) requirements, and the supervisor will be responsible for the enforcement of the H&S provisions.

## **10. OCCUPATIONAL HEALTH AND SAFETY ACT (OHS ACT)**

The work will be strictly executed in accordance with OHS ACT requirements, H&S regulations applicable to the Construction Industry and the SABC OHS requirements and specification. (See Addendum A to this document). The contractor will, inter alia be required to:

- a. Must appoint their own Professional Health and Safety Consultant to oversee the SABC OHS matters on the contract.
- b.
- c. Provide proof ~~of Letter~~ of Good Standing with the Workman's Compensation requirements. This to be included in the quotation submission.
- d. Provide proof of All Risk insurance as required by the JBCC contract document. Supplementary insurance for surrounding areas to the value of R 2 000 000.00 (Two Million Rand) maximum will be provided by the contractor before signing of the contract.

- e. Submit a safety plan to the SABC in accordance with the SABC safety representative minimum requirements. A safety file will be submitted compiled by the independent safety consultant to be appointed by the contractor. A safety file will be approved by the SABC OHS department prior to handing over of the site.
- f. Appoint a safety officer on site for the monitoring and supervision of safety and health matters on site. A certified First Aider must be represented on site. Sign the SABC OHS Indemnity form and all workers to attend the SABC OHS induction course of 2 (two) hours prior to handing over of site. Obtain Hot Work permit or similar permits from the SABC safety representatives when executing risk work on site.
- g. Proper risk assessments to be executed by the consulting Safety Specialist that must be appointed by the Contractor. The cost thereof to be clearly reflected in the rates column by the bidder. Liaise with the SABC Health and Safety representatives such as welding, plumbing disconnections, etc. are executed. The tender amount must allow for all the H&S requirements to be fulfilled by the contractor.
- h. Where the Contractor does not comply with the SABC OHS standards, the work will be stopped on site at the cost of the defaulting Contractor. All sub-contractors, working on the site will have to comply with the Principal Contractor's OHS standards. It will be the Principal Contractor's responsibility to ensure that subcontractors comply. Allow for all the cost to comply with the OHS requirements in the tender amount.
- i. The SABC will appoint an independent Professional Health and Safety Consultant to oversee the SABC OHS matters on the contract.
- j. During the process of stripping demolition works in the studio, should it occur that hazardous material such as asbestos be encountered, the successful bidder must acquire the services of an accredited service provider for removal, handling, and disposal of hazardous material as per the relevant National Regulations and bylaws. The successful bidder will therefore have to submit a letter with their submission indicating that they will comply with this requirement in the event that hazardous materials are encountered.

## **11. CONTRACT WORKS AREA**

The Contractor shall confine his/her activities to the Contract Works site, his camp site and access route to these sites. Furthermore, the location of his/her camp site, including the housing of temporary structures and materials and equipment storage area, must be approved by SABC. The Contractor will be responsible to protect existing floors and wall finishes of feeder routes leading to the area. The contractor must note that the site is subject to access control and security measures. The Contractor will adhere at all times to these measures. A list of names of working staff and Identification Document (ID) proof will be submitted to the SABC. Workers will wear clothing clearly identifying the identity of the construction company. The Workers will be security cleared (criminal record). The site area is inside an existing building. Care should be taken to reduce noise and dust when executing the work.

## **12. CONSTRUCTION GUARANTEE**

The contractor shall provide a Fixed Construction Guarantee to the employer equal in value to five percentage (5%) of the contract sum.

## **13. ESCALATION**

Where applicable the contract value shall be adjusted according to the CPAP value, using the information stated in the contract data.

## **14. UN-INTERRUPTED WORK**

The Contractor is required to work continuously on the Contract Works throughout the duration of such works, based on a five-day working week. Permission may be obtained from the Principal Agent to work weekends subject to the SABC's approval. All labour and any other cost incurred in connection with such weekend work will be for the Contractor's account. Instructions for stoppage of noisy work will be given by one nominated SABC representative only. In such instances, work will proceed on activities that will not disturb the environment. The instruction to stop noisy work will only be given by the authorized SABC appointee. The site supervisor will be responsible to schedule work accordingly. The stoppage will be recorded in the site book

## **15. DISPUTE RESOLUTION**

Should any difference or question at any time arise between the SABC and the Contractor, it will be dealt with in terms of the JBCC 2000 document, arbitration will apply.

## **16. INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor will execute all work strictly in accordance with statutory and the SABC OHS requirements. The Contractor shall take all precautions necessary for the protection of life and property in connection with the Contract Works as well as anywhere upon the SABC's property until the Final Completion of the Contract Works and the Contractor shall hand over the Contract Works in a safe condition.

The Contractor shall be deemed to have indemnified the SABC as he hereby does indemnify it against injury or damage to any person or to any purport of the SABC or of others occurring prior to the Final Completion of the Contract Works or occurring owing to the Contract Works being handed over in an unsafe condition.

The SABC Indemnity form shall be signed.

## **17. INSURANCE - JBCC CLAUSE 10 INSURANCES OF CONTRACT DATA DOCUMENT**

The following insurance requirement will be applicable to the contract:

### **Clause 10 — Insurances**

Contract works insurance to be effected by — Employer for the sum of contract value with a deductible of 1% (one percent) of contract sum with a minimum R5000.00 (Five Thousand Rand) payable by the Contractor.

Supplementary insurance to be effected — not applicable.

Public Liability insurance to be effected by — Employer for the sum of R2 million (Two Million Rand) with a deductible of R2 500.00 (Two Thousand Five Hundred Rand) payable by the contractor.

Temporary lateral support insurance — not applicable.

#### **18. ACCESS TO BE GIVEN TO OTHER CONTRACTORS**

The Contractor shall afford all reasonable access to other Contractors and/or contractor s who may be employed by the SABC to execute another work whether in connection with the Contract Works or not. The SABC will also execute work in the building area. The contractor will provide necessary access and co-ordination of services in accordance with a building programme approved by the architect.

## **SCOPE OF WORKS**

### **1.1- ARCHITECTURAL AND STRUCTURAL**

#### **1.2.1 - FIRE INSTALLATION**

#### **1.2.2 - MECHANICAL HVAC INSTALLATION**

#### **1.2.3 - ELECTRICAL INSTALLATION**



## **STUDIO 6 SCOPE OF WORKS SUMMARY**

TV Studio 6 is situated in TV Production Block, Auckland Park TV Centre. The facility was extensively damaged during a fire in 2013. The Studio has since been vacant after the damaged interior was stripped out to allow safe movement in the area.

The area is propped up by steel scaffolding installed under the supervision of the Client Health & Safety. The area was subjected to water leakage and damp over the years leading to sagging roof and structural damage.

TV Studio 6 is a production studio, and it consists of the following areas:

• TV Production Studio	=	478m <sup>2</sup>
• Drawback area	=	96m <sup>2</sup>
• 3 Control rooms	=	112,29m <sup>2</sup>
• Equipment rooms	=	32,85m <sup>2</sup>
• Dimmer room	=	77m <sup>2</sup>
• Technical void area	=	89m
• Staircase	=	11,35m <sup>2</sup>
• Sound lobbies	=	38,76m <sup>2</sup>
• Lantern store	=	51,3m <sup>2</sup>
• Total building area	=	986,55m <sup>2</sup>

The floor plan for the area or current pictures of the building structure will assist in conducting baseline risk assessment.

The building work will include the making good of the building structure and the finishes damaged by the fire. The structural damage to the existing building and the subsequent damage, due to water penetration over an extensive period, has been evaluated by a competent structural engineer. The successful contractor will be required to carry out load tests to determine the conditions of all structural elements.

The load test should be done by a competent person, certified to conduct load test on structural elements, certified attachments & special equipment if applicable and calibration of devices to be used for load testing

The structural damage inside Studio 6 is mainly the following:

- The roof construction was subjected to excessive temperature resulting in deflection
- Roof work to be done in accordance with the construction regulation 10 sub regulation (1-5)
- The parapet walls and roof monitors on the concrete slabs will require demolition and replacement
- Demolition work must be done in accordance with Construction regulation 14
- Water proofing to the concrete roof
- Internal steel walkways have been removed
- Concrete columns and beams in the drawback area
- Brick piers in the technical void area
- Screeds to balconies
- Infill brick walls in various locations
- External face bricks walls

A working at heights training from all personnel working at heights, medical fitness certificates, Competent working platforms such as scaffolding, Ladders erector and supervisor appointments, CV and training certificates

## **1. REPAIR METHODOLOGY**

### **1.1 Architectural & Structural**

- The existing floors will be scrapped off the existing finishes, cleaned and made good with specialist acoustic vinyl rubber floor sheeting with cushion effect for acoustic purposes and anti-static flooring in other areas of the building
- The existing walls to be scrapped off the existing wall finishes, cleaned and replastered and painted and fitted with acoustical cladding in accordance with the requirements for the use of the area such as proper absorption and acoustic reverberation.
- Infill brick walls and external face brick walls which matches the original to be demolished and rebuild in certain areas.
- New drywall partitioning to be constructed in various technical rooms
- New ventilation room to be constructed with an opening made to penetrate the main studio
- Replacement of acoustic doors and frames, with the fire rating required by the latest fire regulations of the National Building Regulations.
- Replacement of acoustic windows at the control rooms with isolation levels of 45dBA.
- Installation of acoustic ceilings
- Removal and replacements of various elements such as steel staircases, brick wall piers, handrails, balustrades, steel mesh fencing, etc
- Strengthening the technical void floor slab on the first floor.
- All existing smaller beams supporting the slab are to be replaced with new steel beams.
- Demolishing of RC beams and replacing them with post tensioned trapezoidal beams constructed in permanent steel shutters or steel box girders.
- The entire concrete roof over Studio 6 will be demolished and replaced with a new rib and block concrete slab. The waterproofing to be replaced over sections of the plant room area roof and entire Studio 6 roof area. The appointed contractor to note there is limited access, as the site is operational. A plan to be devised for the roof construction (getting plant and material up to the roof).
- The demolition and rebuilding of new monitor rooms on the roof.
- Temporary support in the form of scaffolding was placed in position to secure the concrete roof. This temporary structure is still in place and is inspected regularly to ensure the stability thereof. The appointed contractor is expected to takeover the maintenance of this structure until the construction of the roof has been completed.

The demolition work must comply with the SANS 10400 regulations and the Occupational Health and Safety Act Construction Regulations. The appointed contractor is to submit a methodology outlining the safe and logical sequence of works for approval by the structural engineer. Allowance must be made for propping structures while demolition works are implemented, specifically:

- The first floor is to be propped while demolition work of the second floor and columns is done.
- The upper and lower roof slab must remain adequately propped during demolitions.
- Stockpiling of rubble is not permitted on any suspended floors.

## **1.2 SPECIALIST SERVICES (FIRE, MECHANICAL- HVAC & ELECTRICAL)**

### **1.2.1 Rational Fire Installation**

The rational fire design has been based on SANS 10400:2021 and is in line with current methods and codes. The design has undertaken by a competent person (fire engineering) in accordance with the requirements of BS 7974 to achieve the same level of fire safety implied in part T and W of SANS 10400:2020.

The studio 6 internal volume is 7000 cubic meters. The vertical height of the room is 13 meters. The floor areas and relevant occupancy classifications are approximated measurements in the table below:

Floor	Type	Occupancy	Floor Area	Population	Total People
Ground	Studio	G1	595	1 person per 15m <sup>2</sup>	40
1st	Office	G1	122	1 person per 15m <sup>2</sup>	9
2nd	Office	G1	122	1 person per 15m <sup>2</sup>	9
3rd	Office	G1	122	1 person per 15m <sup>2</sup>	9
			<b>961</b>	<b>m<sup>2</sup></b>	<b>67</b>
					<b>People</b>

The reconstruction of the fire damaged studio includes the following:

- Ventilation system
- Calculated, designed, and to be installed in terms of BS EN 7974 and BS EN 12101
- Fire detection system to be installed to SANS 10139
- First aid firefighting equipment like the installation of fire hose reels, extinguishers, and fire hydrants
- A fixed fire protection system is to be installed (gas protection system).
- Even trained professionals and professional response teams will also need a gaseous or similar fire suppression system to contain the fire and suppression systems would enhance structural stability by containing a possible blaze. Once heat builds up and high temperatures are reached the building would be untenable.
- The installed automatic gas fire suppression system is to be linked to an activation signal from a fire detection system.
- The BS EN 7974 code of practice processes as prescribed in the SANS 10400:2020 Part T (Fire protection), must be followed.
- In summary, the following form part of the fire protection scope:
  - Gas suppression
  - Smoke ventilation extraction
  - Fire hose reels
  - Fire hydrants including mains
  - Fire extinguishers
  - Fire signage
  - Fire stopping to penetrations

A Competent person valid registered with SAQCC to execute installation and testing of fire

equipment .

### **1.2.2 Mechanical- HVAC**

The air handling units serving Studio 6 and the associated support areas are to be replaced with new air handling units that connect directly to the existing chilled water system, by way of new chilled water pipes and control valves.

#### **Areas to be Airconditioned and Ventilated:**

<b>Space</b>	<b>Area (m<sup>2</sup>)</b>
TV Production Studio	478
Drawback Area	96
Control Suite (3 of Control Rooms)	112.29
Equipment Room	32.85
Dimmer Room	77
Lantern Store	51.3
Total Area	847.44

#### **TV Production Studio**

This area will be served by a separate plant, comprising of a chilled water air handling unit supplying conditioned air to the studio through a system of internally insulated sheet metal ducting, and distributed to the studio through dedicated drum louvres. Installation and equipment details on the drawing.

#### **Control Suite**

Studio 6 contains three (3) control rooms located on the second floor of the studio in the control suite. This control suite, as well as the dimmer room and lantern store on the floor above, will be conditioned by a single chilled water air handling unit. Installation and equipment details on the drawing.

#### **Equipment Room**

A dedicated closed control chilled water floor standing top discharge unit will supply conditioned air to the equipment room. This unit will control closely the temperature in the equipment room, as well as the relative humidity therein. Details on the drawing. Installation and equipment details on the drawing.

#### **Inside Controlled Conditions**

##### *For all air-conditioned areas*

- Studio 6
  - Summer 22.5°C db at controlled 40% to 60%R.H.
  - Winter 21°C db
- Auxiliary Areas
  - Summer 22.5°C db at controlled 40% to 60% R.H
  - Winter 21°C db

The temperatures to be controlled within a tolerance of  $\pm 1,5$  °C. i.e. maximum 24.0°C db and minimum 21.0°C db.

### **People Density**

The calculations have allowed for the following:

Offices	1 person per 10m <sup>2</sup>
Receptions, Lounges, Foyers etc.	1 person per 8m <sup>2</sup>

### **Fresh Air Ventilation Rates**

Fresh air requirements have been allowed for in accordance with the National Building Regulations SANS 10400 Part O Table 2.

	<b>Lighting Loads</b>	<b>Equipment Loads</b>
TV Production Studio	200 watts/m <sup>2</sup>	300 watts/m <sup>2</sup>
Control Suite	30 watts/m <sup>2</sup>	200 watts/m <sup>2</sup>
Drawback Area	15 watts/m <sup>2</sup>	5 watts/m <sup>2</sup>
Equipment Room	50 watts/m <sup>2</sup>	400 watts/m <sup>2</sup>
Dimmer Room	30 watts/m <sup>2</sup>	100 watts/m <sup>2</sup>

### **1.2.3 Electrical**

The electrical installation for Studio 6 will be based on the installation of Studio 7, with more modern and efficient equipment where necessary.

### **Studio Power**

Normal, generator and UPS power is available on site. The supply to the Studio 6 Main Low Voltage panel will be taken from existing upstream main low voltage distribution boards and existing cable wireways.

### **Principal Items to be Installed**

- Electrical Load
  - The electrical load requirements to be based on that of Studio 7.
- Distribution Boards
  - The boards will be fed from the upstream Low Voltage Distribution Boards by means of suitably rated armoured 4-core cables. The following distribution boards will be installed:
    - DB14, 14E, 14.5, 14.5E (Main DB – Second floor)
    - DB14.6, 14.6E (Sub DB – Third floor)
    - DB14.6.1, 14.6.1E (Sub DB – AC Plant Area)
    - DB14.5T (TV Tech DB – Second floor)
  - Distribution boards provided will serve the following loads and they will have a normal as well as emergency section:
    - Lighting
    - General power associated with the studio
- Cable Wireways
  - Cable wireways (cable ladder, cable trays, trunking) will be run in ceiling voids

- and access flooring where available, and on surface otherwise.
- Cable trunking to be installed in the walls, linking the various levels as is currently the case with Studio 7.
- Surface mounted conduit will be used for some services.
- Low Voltage Cabling
  - Supply cable to and from main & sub distribution boards will be done by means of suitably rated armoured 4-core cables, installed on cable ladders and/or cable trays.
  - Tertiary cabling to power outlets and lighting to be installed on cable trays and/or in trunking.
- Small Power Installation
  - Small power reticulation in trunking and conduiting will terminate in the following socket outlets:
    - Normal Power: 3-pin 16A switched socket outlet (white)
    - UPS Power: 3-pin 16A switched socket outlet with shaved earth pin (red)
- Lighting
  - A variety of light fittings will be installed. Energy efficient lighting, preferably LED, is to be used as far as possible. General lighting to be provided to the following areas:
    - Staircases
    - Gallery walkways and corridors
    - Common areas
    - Stores
    - Sound rooms
    - Control suites
    - Dimmer area
    - Studio area general
  - The following light fittings are :
    - Open channel fluorescent-type industrial fittings
    - Dust & moisture proof fluorescent-type industrial fittings
    - 600x600 or 1200x600 lay-in fittings
    - Bulkhead fittings
    - Recessed wall lights
    - Exit lights
  - The average lighting levels will be designed based on SANS 10114-1 guidelines.

■ Circulation areas and corridors	100 lux
■ Staircases	150 lux
■ Sound rooms & suites	350 lux
■ Plantrooms	200 lux
■ Stores	100 lux
  - It should be noted that specialised production/studio lighting is not included. Dimming will also not form part of the scope.
- Earthing and Lightning Protection
  - Surge arrestors are suggested to be installed in all distribution boards
  - All metal structures within the building to be bonded to the building earth
  - Earth mats and lightning protection for the building not included in the scope (as this should already be in place for the entire building and structure) – this installation will merely link into the existing

## **Standards**

The electrical installation will be done in accordance with South African standards and regulations. Typical standards related to electrical installations to be adhered to include:

- SANS 10142
- SANS 10114
- SANS 204
- Registered as electrical contractor in accordance with Electrical installation regulations.
- To issue certificate of compliance in accordance with Electrical Installation regulations.

SABC to provide any other specific requirements and standards to be followed.

**Note to bidders:**

The scope of work document is to be read in conjunction with the following annexures:

- **Tender Drawings- Architectural, Structural, Fire, HVAC and Electrical**
- **Annexure C-1: Specification- Electrical**
- **Annexure C-2: Specification- Fire Installation**
- **Annexure C-3: Specification- HVAC Installation**

**TENDER RESPONSE FORMAT**

Vendors are requested to respond to the tender in the following formats.

**5.1 Technical Response**

A point-by-point response is required, i.e. a comment for each point or paragraph that is associated with the numbering should be made.

**5.2 Pricing Breakdown Model**

- 5.2.1 All elements of pricing must be specified, broken down into individual elements on a Bill of Materials (BOM) and the pricing of each, specified on hard copy (paper copy) and in soft copy (Excel format).
- 5.2. 2 Bidders must provide a detailed cost breakdown by pricing all items for the delivery of a total solution as per the specification. All deviations should be stipulated as options with the indicative unit prices.



## 4.0 EVALUATION CRITERIA

Bidders should note that only bidders who met the Prequalification Criteria and mandatory documents of the bid will be evaluated further using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the SABC's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

***The bid responses will be evaluated on either 80/20 or 90/10-point system (refer document G) and the functionality will be evaluated based on the criteria below:***

### 4.1 TECHNICAL EVALUATION (PAPER BASED)

Evaluation Area	Evaluation Criteria	Points
<b>Companies Previous Experience in building works Projects.</b>	<p>Bidders must submit a minimum of four (04) reference letters for projects completed in the last 10 years related to building works.</p> <p>Each letter/s must meet <b>ALL</b> of the following requirements in order to be accepted for evaluation.</p> <p>The reference letter must:</p> <ol style="list-style-type: none"> <li>1. Be on client's company's letterhead</li> <li>2. Be signed by an authorised client representative</li> <li>3. Indicate project value</li> <li>4. Indicate project location</li> <li>5. Stipulate the client contact details (name and phone number/email)</li> <li>6. Stipulate the detailed description of actual services provided</li> <li>7. Stipulate the contract period (start and end date)</li> </ol> <p><b>Letters that do not meet all the above requirements will be automatically disqualified.</b></p> <p><b>Reference letters for projects completed in the last 10 years as of 31 December 2022</b></p> <p><b>Each letter carries 5 points with 4 minimum submitted</b></p> <ul style="list-style-type: none"> <li>• &lt;4 years submitted = (0 points)</li> <li>• 4 letters submitted= (20 points)</li> <li>• 5-6 letters submitted = (25-30 points)</li> <li>• &gt;6 letters submitted=(maximum 40 points)</li> </ul> <p><b>Bidder must provide a company profile indicating number of years in Building Construction works.</b></p> <p>- Less than 7 years' experience =0 point</p>	55



	<ul style="list-style-type: none"> <li>- 7 years' experience = 10 points</li> <li>- Over 7 years' experience = 15 points</li> </ul>	
<b>Construction SAFETY PLAN</b>	<p>Construction Safety Plan is required due to SABC premises being occupied. Bidders must provide a brief layout as to how work would be carried out with minimal business disruption. The construction methodology must be detailed and cover the following:</p> <p><b><i>For each aspect listed below, the plan must identify foreseeable project specific hazards and list mitigation/control of such hazards.</i></b></p> <p><b><i>The safety Plan must cover the following elements. If the below listed information on each plan is not covered, a zero (0) will be scored</i></b></p> <p><b>Rubble/ waste management and removal plan =5 points</b></p> <ul style="list-style-type: none"> <li>o demonstrating how waste and rubble including hazardous waste will be managed and disposed off.</li> <li>• <b>Housekeeping plan: = 5 points</b> <ul style="list-style-type: none"> <li>o demonstrating how these sites will be kept tidy, clean and safe</li> </ul> </li> <li>• <b>Dust management plan: =5 points</b> <ul style="list-style-type: none"> <li>o demonstrating how dust will be managed.</li> </ul> </li> <li>• <b>Noise management plan: =5 points</b> <ul style="list-style-type: none"> <li>o demonstrating how noise will be managed.</li> </ul> </li> <li>• <b>Access to site and egress plan: =5 points</b> <ul style="list-style-type: none"> <li>o demonstrating how access, egress, and traffic flow will be managed.</li> </ul> </li> <li>• <b>Demolition plan: =5 points</b> <ul style="list-style-type: none"> <li>o Provide risk assessment for demolition, demonstrating how affected areas will demonstrate how demolition work on affected areas will be carried out.</li> </ul> </li> <li>• <b>Fall protection for working at heights plan: =5 points</b> <ul style="list-style-type: none"> <li>o Demonstrating how working at heights will be managed.</li> </ul> </li> <li>• <b>Control of fumes plan =5 points</b> <ul style="list-style-type: none"> <li>o provide a plan for control of fumes emanating from plant and equipment.</li> </ul> </li> <li>• <b>Fire prevention and hot works protection plan: = 5 points</b> <ul style="list-style-type: none"> <li>o demonstrating the prevention of a fire situation and the spread thereof.</li> </ul> </li> </ul>	45

	<p><b>Bidders will be rated on the on the above points as follows:</b></p> <ul style="list-style-type: none"> <li>• No identification of mitigation measures from any of the above plans=<b>0 point</b></li> <li>• Poor/limited with less mitigation coverage on the required plan =<b>3 point</b></li> <li>• Full scope with 5 with all identified risks and mitigation coverage on the required plan=<b>5 points.</b></li> </ul>	
<b>KEY PERSONNEL</b>	<p>Bidders must provide CV and Qualifications of the following key personnel:</p> <ul style="list-style-type: none"> <li>• <b>Professional Structural Engineer:</b> Must have professional structural work experience, with a valid proof of ECSA registration=<b>5 points</b></li> <li>• <b>Construction Supervisor:</b> Must have Civil and building works experience of at least 3 years, with a minimum of NQF level 5 in civil engineering=<b>5 points</b></li> <li>• <b>Part time Construction Health and Safety Agent:</b> Must have Health and Safety work experience of at least 10 years, with a minimum of NQF Level 5 in Health and Safety related qualification with a valid proof of SACPCMP (South African Council Project and Construction Management Profession) Registration=<b>1 point</b></li> <li>• <b>Part time Construction Health and Safety Manager:</b> Must have Health and Safety work experience of at least 6 years, with a minimum of NQF Level 5 in Health and Safety related qualification with a valid proof of SACPCMP (South African Council Project and Construction Management Profession) Registration=<b>2 point</b></li> <li>• <b>Full time Construction Health and Safety Officer:</b> Must have Health and Safety work experience of at least 3 years, with a minimum of NQF Level 5 in Health and Safety related qualification with a valid proof of SACPCMP (South African Council Project and Construction Management Profession) Registration=<b>2 points</b></li> <li>• <b>Electrical Supervisor:</b> Must have Electrical works experience of at least 3 years, with a minimum of NQF level 5 in electrical engineering=<b>5 points</b></li> <li>• <b>Mechanical Supervisor:</b> Must have mechanical works experience of at least 3 years, with a minimum of NQF level 5 in mechanical engineering=<b>5 points</b></li> <li>• <b>Fire Protection Supervisor:</b> Must have mechanical engineering work experience of at least 3 years, with a Fire Installers certification with SAQCC Fire=<b>5 points.</b></li> </ul> <p><b>No CV and Qualifications submitted for any of the below=0</b></p>	<b>30 points</b>

TOTAL		130
-------	--	-----

**Threshold for the above evaluation:**

Bidders who obtain less than threshold of **105 out 130 points** will be declared non-responsive and will be eliminated from further evaluation. Qualified bidders will be evaluated on Price and B-BBEE

***NB: Bidders are required to submit a project plan.***

## **5.0 FINANCIAL STABILITY**

The financial stability evaluation is used to assess the financial risk of the shortlisted bidders.

***Respondents are required to submit their audited financial statements / management accounts for the past 3 years with their Proposal/Bid in order to enable the SABC to establish financial stability as follows:-***

<b>Area</b>	<b>Assessment Criteria</b>
Financial analysis	Bidders' financial due diligence will be assessed based on submitted audited financial statements/management accounts using financial ratios, where applicable.

## **6.0 OBJECTIVE CRITERIA**

- 6.1 The SABC reserve the right not to consider proposals from bidders who are currently in litigation with the SABC.
- 6.2 The SABC further reserve 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.
- 6.3 Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.
- 6.4 No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.
- 6.5 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 6 (six) months has expired.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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 6 (six) months has expired.
- 6.10 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.
- 6.11 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.
- 6.12 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 6 (six) months has expired.

- 6.13 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.

**END OF DOCUMENT E**

## **ANNEXURES TO DOCUMENT E:**

- 1. ANNEXURE A-GUIDELINES TO BRIEFING SESSION**
- 2. ANNEXURE B: REFERENCE LETTER TEMPLATE**
- 3. ANNEXURE C: DETAILED SPECIFICATION DOCUMENT**
  - 3.1. Annexure C-1: Specification- Electrical
  - 3.2. Annexure C-2: Specification- Fire Installation
  - 3.3. Annexure C-3: Specification- HVAC Installation
- 4. ANNEXURE D: DRAWINGS**
- 5. ANNEXURE D-1- Architectural**
  - 5.1. PL100-REV-00-SK : Studio 6 Ground Floor
  - 5.2. PL200-REV-00-SK : 1st Floor Plan
  - 5.3. PL300-REV-00-SK : 2nd Floor Plan
  - 5.4. PL400-REV-00-SK : 3rd Floor Plan
  - 5.5. PL500-REV-00-SK : Roof Plan
  - 5.6. SE001-REV-00-SK : Sections
  - 5.7. CD001-REV-00-SK : Door Schedule
  - 5.8. CD002-REV-00-SK: Door Detail
  - 5.9. SE002-REV-00-SK : Sections
  - 5.10. EL001-REV-00-SK : Elevation 1
  - 5.11. EL002-REV-00-SK: Elevation 2
  - 5.12. EL003-REV-00-SK: Elevation 3
  - 5.13. EL004-REV-00-SK: Elevation 4
  - 5.14. CE001-REV-00-SK: Ground Floor Ceiling Plan
  - 5.15. CE002-REV-00-SK: 1st Floor Ceiling Plan
  - 5.16. CE003-REV-00-SK: 2nd Floor Ceiling Plan
  - 5.17. PL301-REV-00-SK: Control Suite Floor
- 6. ANNEXURE D-2: Structural Drawings**
  - 6.1. J2133\_S101 General Notes
  - 6.2. J2133\_S102 Ground Floor Slab Layout
  - 6.3. J2133\_S103 First Floor Structural Remedial Works (Proposed Steel Beam Supports)
  - 6.4. PJ2133\_S104 Second Floor Slab Layout
  - 6.5. J2133\_S105 Lower Roof Slab Layout
  - 6.6. J2133\_S106 Lower Roof Slab Steel Beams Layout
  - 6.7. J2133\_S107 Upper Roof Slab Layout
  - 6.8. J2133\_S108 Upper Roof Steel Beams Layout
  - 6.9. J2133\_S109 Typical Sections And Details
- 7. ANNEXURE D-3: Electrical Drawings**
  - 7.1. EL-LI100-REV-01-SK: GROUND FLOOR Lighting Layout
  - 7.2. EL-LI200-REV-01-SK: 1ST FLOOR Lighting Layout
  - 7.3. EL-LI300-REV-01-SK: 2ND FLOOR Lighting Layout
  - 7.4. EL-LI400-REV-01-SK: 3RD FLOOR Lighting Layout
  - 7.5. EL-LI401-REV-01-SK: 3RD FLOOR Lighting Layout
  - 7.6. EL-SLD001-REV-01-SK: Single Line Diagrams
- 8. ANNEXURE D-4: HVAC Installation drawings**
  - 8.1. G3915-1001: HVAC Installation: 2nd Floor Layout
  - 8.2. G3915-1002: HVAC Installation: 3rd Floor Layout
  - 8.3. G3915-1003: HVAC Installation: Roof Layout
- 9. ANNEXURE D-4: Fire Installation drawings**
  - 9.1. PL100-REV-00-SK: Fire Protection: Ground Floor
  - 9.2. PL200-REV-00-SK: Fire Protection: 1st Floor

**10. ANNEXURE E: BILL OF QUANTITIES**

**11. ANNEXURE F: KEY PERSONEL**

**12. ANNEXURE G: Local Content Calculations (attached spreadsheet)**



## **DOCUMENT F**

### **CONFIDENTIALITY**

All information related to this bid both during and after completion is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from the service which is either directly or indirectly related to the SABC, written approval to divulge such information will have to be obtained from SABC.

The bidders must ensure that confidential information is: maintained confidential; not disclosed to or used by any unauthorised person; so as to prevent any disclosure or unauthorised use with at least the standard of care that bidders maintain to protect their own confidential information; only used for the purpose of considering and responding to this RFP; and not reproduced in any form except as required for the purpose of considering and responding to this bid. Bidders must ensure that: access to confidential information is only given to those of its partners, officers, employees and advisers who require access for the purpose of considering and responding to this RFP; and those partners, officers, employee and advisers are informed of the confidential information section and keep that information confidential. This bid remains at all times the property of the SABC. No rights other than as provided in this bid and in respect of the confidential information are granted or conveyed to bidder/s

NAME OF BIDDER: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Bidder's contact person:

Name : \_\_\_\_\_

Telephone : \_\_\_\_\_

Mobile : \_\_\_\_\_

Fax.: \_\_\_\_\_

E-mail address : \_\_\_\_\_

**END OF DOCUMENT F**

## DOCUMENT G SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the **80/20** system for requirements with a Rand value above R30 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be equal to or above R50 000 000 (all applicable taxes included) and therefore the.....**80/20 OR 90/10**.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	90
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

- 1.5 The SABC reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the SABC.

## **2.0 DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R10 million or less as per the Amended Codes of Good Practice (COGP).
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in

terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3.0 ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4.0 AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20                      or                      90/10**

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

### 5.0 Points awarded for B-BBEE Status Level of Contribution

- 15.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 6.0 BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7.0 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:..... = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE affidavit or certificate issued by a Verification Agency accredited by SANAS.

## 8.0 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted?

.....%

(ii) The name of the sub-contractor?

.....

(iii) The B-BBEE status level of the sub-contractor?

.....

(iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9.0 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number:

.....

9.3 Company registration number

.....

9.4 Type Of Company/ Firm

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities

.....

.....

.....

.....

9.6 Company Classification

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the SABC that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the SABC may, in addition to any other remedy it may have;
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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



**WITNESSES:**

1. ....

.....

BIDDER(S)

SIGNATURE(S)	OF
--------------	----

2. ....

DATE: .....

ADDRESS:

.....

.....

.....

.....

**END OF DOCUMENT G**

## **DOCUMENT H**

### **SBD 6.2**

#### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- | <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
|--|-------------------------------------|

[illegible]


3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

**NB: Bidders must submit proof of the SARB rate (s) of exchange used.**

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**  
**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in**

**paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

DOCUMENT I  
SBD 8

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

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM**  
**IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**END OF DOCUMENT I**



## DOCUMENT J

### SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(RFP Title: **RFP/LOG/2022/69- Reinstatement and Repairs to Studio 6**  
in response to the invitation for the bid made by:

***(South African Broadcasting Corporation SOC Limited “SABC”)***

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

I \_\_\_\_\_ certify, \_\_\_\_\_ on \_\_\_\_\_ behalf  
of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</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.**

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

.....  
Signature Date

.....  
Position Name of Bidder

**END OF DOCUMENT J**

## DOCUMENT K

### ACCEPTANCE OF CONDITIONS OF BID

By signing the BID document, the Bidder is deemed to acknowledge and accept that all the conditions governing this BID, including those contained in any printed form stated to form part thereof and SABC Limited will recognize no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating bided prices or otherwise.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022

NAME OF COMPANY \_\_\_\_\_

NAME OF THE SIGNATORY (IES) \_\_\_\_\_

CAPACITY: \_\_\_\_\_

Are you authorised to sign on behalf of the company (YES/NO) \_\_\_\_\_

#### WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
BIDDER

**END OF DOCUMENT K**

**END OF THE REQUEST FOR PROPOSAL DOCUMENT**

## **ANNEXURE A: GUIDELINE FOR COMPULSORY BRIEFING SESSION**

- The briefing session meeting will be arranged by means of an online session using the Microsoft TEAMS. Find below the link:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 392 986 734 495

Passcode: RS7d7r

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

- Bidders who do not have access to Microsoft Teams or similar enablers are kindly requested to advise of their interest to participate in the online briefing session by sending an email to [RFPSubmissions@sabc.co.za](mailto:RFPSubmissions@sabc.co.za) 3 days before the briefing session.
- On the date and time of the briefing session, bidders will join via Microsoft Teams or similar enablers to attend the online briefing session meeting.
- On joining the meeting, bidders must join as their company names.
- Bidders who are unable to connect via Microsoft TEAMS or similar enablers are requested to submit their queries related to the bid via email. The aforementioned process will follow
- The dates and times of the briefing sessions is advertised on the National Treasury E-Tender Portal and the SABC Website.
  - All queries and responses from the various briefings sessions will be consolidated into a schedule of questions and answers and communicated by publishing on the National Treasury E-Tender Portal and the SABC Website.

## ANNEXURE B: REFERENCE LETTER TEMPLATE

The Bidder is recommended to use the attached reference letter template to obtain clear and easily verifiable references in response to the bid requirements.

This reference letter format is not to be completed by the bidder, but it is to be completed by the clients of the bidder who is bidding for this project giving reference to their level of the service rendered in either their current or previous project.

**IT IS RECOMMENDED THAT THIS LETTER BE COPIED AND PASTED ON THE LETTERHEAD OF THE CLIENT/S OF THE BIDDER and must be completed by the client and NOT by the bidder.**

### REFERENCE LETTER:

**Title: Reinstatement and Repairs to Studio 6 for SABC Auckland Park I Offices.**  
**Bid Number: RFP/LOG/2022/69**

	REFERENCE LETTER FORMAT
	Clients Letterhead
	Clients Legal Name
	Name of the company you are giving reference about
Bid Number	
Bid Description:	
Be on client's company's letterhead	
Be signed by an authorized client representative	
Project Location	
Stipulate the contract period (start and end date)	
Stipulate the client contact details (name and phone number/email)	
Stipulate the detailed description of actual services provided	
Project Cost/value	

<b>Please rate the above bidder according to the following Criteria by ticking column and providing comments / details: (Optional)</b>			
Criteria (Optional)	Not meet requirements	Meets requirements	Exceeds requirements
1. Proactively engages in problem resolution			
2. Timeous and accurate reporting of all incidents			
3. Active and Accurate reporting in Occurrence Books			
4. Service levels achieved at 95-100%			
5. Full compliance with all safety protocols			
6. Based on the above stated criteria, rate the Overall Satisfaction with bidder			
Comments (optional)			
Completed by:			
Signature:			
Company Name:			
Position:			
Contact Telephone Number:			
Date:			

**NB!! Letters that do not meet all the above requirements will be automatically disqualified.**

**“ANNEXURE F”**

**KEY PERSONNEL**

The Tenderer shall list below the personnel which he intends to use on the Works.

*[NB. The Curricula Vitae of the listed personnel together with Qualifications are to be attached to this page which will be evaluated when scoring quality (Technical Offer) in line with **Pg 41/69 requirements***

***If CVs and Qualification are not attached, a zero (0) will be scored in terms of the Technical/ Functionality of this Tender.***

CATEGORY OF EMPLOYEE	NAME AND SURNAME	YEARS OF EXPERIENCE	QUALIFICATIONS
Professional Structural Engineer			1. 2. 3.
Construction Supervisor			
Part time and Full time Construction Health and Safety Officer:			1. 2. 3.
Electrical Supervisor			
Mechanical Supervisor			
Fire Protection Supervisor			

SIGNATURE: ..... DATE .....  
(Of person authorised to sign on behalf of the Tenderer)



