



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

**REQUEST FOR PROPOSAL (RFP)**

**RFP NUMBER: RFP/RFP/LOG/2023/20**

**RFP TITLE:**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING HYGIENE, PEST CONTROL AND WASHING OF FLEET SERVICES FOR SABC KWAZULU-NATAL REGIONAL OFFICES FOR A PERIOD OF FIVE (5) YEARS**

**EXPECTED TIMEFRAME**

| <b>BID PROCESS</b>                                      | <b>EXPECTED DATES</b>   |
|---|---|
| Bid Advertisement Date                                  | 01 June 2023  |
| Bid Documents Available From                            | National Treasury's tender portal<br>( <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> )<br><br>SABC Website<br>( <a href="http://www.sabc.co.za/sabc/tenders/">http://www.sabc.co.za/sabc/tenders/</a> ) |
| Non-Compulsory Briefing Session & Site Walk Date & Time | 15 June 2023 @ 11h00-13h00  |
| Venue   | SABC Durban, 100 KE Masinga Road  |
| Closing date for Clarification Questions and Answers    | One week before tender closing date to allow timeous consultation and response  |
| Bid Closing Date and Time                               | 30 June 2023 @ 12h00  |
| Contact details   | <a href="mailto:tenderqueries@sabc.co.za">tenderqueries@sabc.co.za</a>  |

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

**BIDS DELIVERY**

**SABC's Tender Box**  
**SABC KwaZulu Natal Office**  
**100 KE Masinga Road**  
**Durban 4000**  
**OR**  
**[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. MANDATORY REQUIREMENTS

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

| MANDATORY REQUIREMENT |   | COMPLY/<br>COMPLY | NOT |
|-----------------------|---|-------------------|-----|
| 1.                    | Bidder's operational offices that will be considered for site inspection evaluation in KwaZulu-Natal Province. Provide proof of Bidders Premises (Physical) Address in KwaZulu-Natal Province             |                   |     |
| 2.                    | Bidders' current client site that will be considered for site inspection evaluation must be in the KwaZulu-Natal Province. Provide proof of Client Premises (Physical) Address in KwaZulu-Natal Province. |                   |     |

## 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 Exempted Micro Enterprise (EME) and 51% black Owned Qualifying Small Enterprise (QSE) 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.

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- 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 license. Verification will also be done by the SABC internally.
  - 2.5. Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
  - 2.6. Certified copy of Shareholders' certificates.
  - 2.7. Certified copy of ID documents of the Directors or Members.
  - 2.8. Last three years audited/reviewed financial statements OR the Companies Management Accounts.
  - 2.9. Proof of Registration on the Central Supplier Data Base (CSD). SABC will do verification and no bidder who is not registered on CSD will be appointed.
  - 2.10. Provide list of chemicals to be used with the proof that they are eco- friendly and or biodegradable.e.g. (MSDS).
  - 2.11. Letter of Good standing (COIDA)

**NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHOM THEIR TAX AND TV LICENCE MATTERS ARE NOT IN ORDER.**

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## 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 Bidders may submit bids in the tender box or electronically until further notice as follows:

- 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 memory stick, by hand and be enclosed in a sealed envelope marked distinctly with the RFP number. All soft copies must 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.

- 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

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

1.3 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 25-30MB.
- 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.

1.4 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.

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## 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, analysis, design, 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.

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## 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:
- 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;
  - that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
  - 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;
  - 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;
  - 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



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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:
- not evaluate and award bids that do not comply strictly with this bid document;
  - make a selection solely on the information received in the bids;
  - enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
  - 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;
  - award a contract to one or more Bidder(s);
  - accept any bid in part or full at its own discretion; and
  - cancel this bid or any part thereof at any time.

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: [tenderqueries@sabc.co.za](mailto:tenderqueries@sabc.co.za)

## 14.0 BROAD-BASED ECONOMIC EMPOWERMENT

- 14.1 According to the 2013 B-BBEE Revised Coded of Good Practice the Ex-empted Micro Enterprise (EME) is only required to produce a sworn affidavit signed by the Commissioner of Oaths as per the requirement in the Justice

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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

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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**

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## 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 the 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.

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## 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 Durban office, 100 KE Masinga road, 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.

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## 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"**

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## **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.**



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## 15.0DISCLAIMERS

- 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> |  |

|  |  |
|--|--|
| 9. What is the approximate value of 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? |  |

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ALSO INDICATE WHICHEVER IS NOT APPLICABLE

**END OF DOCUMENT C**

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**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

### TECHNICAL SPECIFICATION

#### 1. INTRODUCTION

The SABC is South Africa's national public broadcaster. Its objectives is to provide a comprehensive range of distinctive programmes and services with the view to inform, educate, entertain, support and develop culture in all 11 official languages. Its principal activities comprise of television and radio broadcasting utilizing 18 radio stations and 7 television channels. The SABC strive to maintain a leading role in the broadcasting industry and as such keep abreast with the constantly changing technology.

Through this RFP, the SABC seeks to appoint a service provider to render cleaning services, hygiene, Pest control and Washing of fleet in its SABC KZN (Durban) Regional Offices. Potential service providers are therefore invited to participate in this Request for Proposal (RFP).

#### 2. SCOPE OF WORK / SERVICES

The rendering of office cleaning services will take place at SABC KZN Regional Offices in Durban, and the following areas will form part of the scope of services.

The total floor space area comprises of 10 681.40 square metres of office space as follows

|                                       |                        |
|---------------------------------------|------------------------|
| Mini kitchens                         | 42.7 m <sup>2</sup>    |
| Main kitchens and canteen             | 292 m <sup>2</sup>     |
| Bathrooms                             | 490 m <sup>2</sup>     |
| 22 Studios                            | 2 184 m <sup>2</sup>   |
| Office space, passages, main building | 2 419.3 m <sup>2</sup> |
| Ground floor & Foyer area             | 2 156 m <sup>2</sup>   |
| RBR Office block                      | 1 213.4 m <sup>2</sup> |
| TVOB Block                            | 1 590 m <sup>2</sup>   |



|                                  |                               |
|----------------------------------|-------------------------------|
|                                  |                               |
| House including transport office | 204 m <sup>2</sup>            |
| Security hut and back building   | 90 m <sup>2</sup>             |
| <b>TOTAL</b>                     | <b>10 681.4 m<sup>2</sup></b> |

The number of bathrooms is 33 and consists of 24 urinals, 4 x urinal troughs, 55 basins and 40 toilets.

### 3. CLEANING REQUIREMENTS

#### 3.1. Cleaning, hygiene and Pest Control services to be provided in the following areas:

- Paved areas, entrances, foyers, reception area, public areas, lift foyer, stairs, stairwells, passages, all kitchens, and canteen facilities.
- Offices and related areas, archives, Media library, preview theatres, studios, control rooms, dubbing studios, audio studios, Wellness centre and Workshops.
- Toilets, showers, rest rooms
- Lifts and lift lobbies.
- RRTO and other enclosed garages
- Compacting areas,
- Fleet vehicle offices
- Windows, including high rise windows, Balconies
- Security Guard rooms
- Gardener's Shed
- General (Pipes, Air-con plant rooms, Storerooms)

#### 3.2. DAILY CLEANING – OFFICES

**Daily cleaning will include the following activities but not limited to:**

- Dustbins/wastepaper baskets must be cleaned and emptied
- Furniture must be dusted and polished
- Desktop computer and telephones to be wiped with a damp cloth.
- Carpets in busy areas must be deep cleaned with industrial vacuum cleaners.

- Any other floor covering in busy areas must be maintained as prescribed by the manufacturers.
- Walls/doors must be dusted and wiped with damp cloth when necessary.
- Window seals and skirting boards must be dusted.
- Refuse/rubbish must be removed
- Heaters and firefighting equipment must be dusted.
- The washing of crockery after functions and meetings.
- In addition, where available, the filling up of water bottles on the coolers.

### **3.3 TOILETS, BATHROOMS, SHOWERS AND REST ROOMS**

- Floors must be washed and disinfected.
- Toilet bowls, toilet walls, urinals, wash basins, urinal walls and floors must be disinfected.
- Taps and all other chrome items must be cleaned with disinfectant.
- Dustbins must be emptied twice a day and cleaned.
- Toilet paper, hand paper towels, soap dispensers, toilet seat dispensers must be checked and refilled if necessary.
- The service provider will be responsible for the supplies – toilet paper, toilet seat wipes, disinfectant, and all other cleaning material.

### **3.4 CAR WASH BAY**

The successful bidder will be expected to render an on-site car wash bay facility on a weekly basis and as and when required, in liaison with the Transport Office and shall include the following:

- Apply high pressure washer to remove dust particles and mud from the vehicle exterior body.
- Apply wash and wax to thoroughly wash the vehicle exterior body and follow up with a soft non-scratch cloth or sponge.
- Rinse off engine, tyre, wipe and clean the windows from any water residue, using a damp non-scratch cloth.
- Polish the vehicle exterior and tyres with a SANS approved car polish.

- Interior, boot to be vacuumed, wipe the seats with damp cloth to remove dirt and brush remove dust on vents and apply SANS approved dashboard cleaner/polish, with perfume.
- Only fleet vehicles, including the OB vans, will form part of this scope.

### **3.5 CLEANING OF LIFTS**

- Lift door tracks must be cleaned and disinfected.
- The interior of the lifts must be cleaned and disinfected; the mirrors shone.
- The control panel polished, and the buttons cleaned.
- Lift floor and all lift doors must be cleaned thoroughly.

### **3.6 CLEANING OF WINDOWS**

- All balconies and window seals must be cleaned when the windows are washed.
- All bird droppings to be removed as often as necessary to prevent accumulation and infestation of bird diseases.
- Exterior high-rise windows will also form part of this scope, to which the service provider will be expected to wash them every quarter.
- Safety harness, inspected by a competent Technician, to be used when accessing all high-rise exterior windows.
- Interior windows to be washed as often as necessary.
- Office blinds to be dusted and wiped with a clean cloth, to remove accumulation of dust.

### **3.7 WEEKLY CLEANING**

- All the surfaces not mentioned above must be dusted/wiped/cleaned
- Picture frames must be dusted carefully
- Enclosed garages in TVOB, the floors to be cleaned and disinfected to remove bird droppings.

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### **3.8. MONTHLY CLEANING**

- Upholstered furniture/surfaces must be vacuumed with industrial vacuum cleaners
- Curtains and blinds must be vacuumed and wiped with a damp cloth to remove dust particles.
- Windows (inside) and window frames must be washed/cleaned
- Ventilation ducts/air-ducts in the ceilings must be cleaned
- All roof surfaces on the main building and 1<sup>st</sup> floor, must be swept to remove sand and debris.

### **3.9. QUARTELY CLEANING**

- High rise window cleaning services in office areas, storerooms, garages, including louvres windows must be cleaned every quarter.
- Carpets in offices to be steam cleaned every quarter.
- Pressure washing of paved walkways,

### **3.10 WEEKEND CLEANING**

- Two Staff must be available on Saturdays to service the busy areas (e.g., Foyer, Newsroom and Studios), clean and hygienic.

### **3.11 GENERAL**

- Air-conditioning levels, panels and pipes must be cleaned with a damp cloth every two months.
- The equipment, pipes and lighting panels above the studio levels must be kept dust free.
- Assist the maintenance with disposal of redundant material.
- Cleaning of the dust bin area

### 3.12. STAFF COMPLIMENT

| Premises  | Total number of Staff<br>– on site                                | Service Requirements   |
|---|---|--|
| SABC Durban:<br>Total area 10 681.40 m  | 11 x Cleaners<br>(incl. Supervisor)<br><br>8 x Female<br>3 x Male | <b>Shift 1:</b><br>Monday – Friday<br><b>06h00-15h00</b><br>9 x Cleaners<br><hr/> <b>Shift 2:</b><br>Monday – Friday<br><b>07h30-16h30</b><br>2 x Cleaners |
| SABC Durban:<br>Foyer, 1 <sup>st</sup> floor, Live Studios, M1 + M2, TVOB Studio and Ablution facilities for all above areas. | 2 x Cleaners  | <b>Shift 3:</b><br>Saturday<br><b>08h00-12h00</b><br>2 x Cleaners  |

### 3.13. CONSUMABLES AND CLEANING EQUIPMENT

The service provider shall supply all cleaning consumables and equipment required, to successfully render the cleaning services. The service provider shall be responsible for the maintenance of the equipment and ensure that defective equipment will either be replaced or repaired within 24 hours from the time reported by the cleaning staff. Only quality cleaning materials and equipment shall be used. The contractor must ensure that all staff are trained in the handling of the chemicals and exercise precaution when handling machinery.

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### **3.14. UNIFORM AND PROTECTIVE PERSONAL EQUIPMENT**

The successful bidder must ensure that at commencement of the contract, all cleaning staff deployed, are in a presentable full uniform and protective clothing (including safety shoes)

All Staff to wear their uniform and protective clothing during work hours. The staff gear should be conducive for their working condition in each season of the year.

All protective clothing to display a company logo or name.

## **4. ADDITIONAL REQUIREMENTS WHICH WILL FORM PART OF THE CONTRACT**

### **4.1 Special ad hoc duties**

The contractor shall, as part of its duties contained in the contract, perform additional duties such as cleaning any venue within the premises of SABC after big functions.

### **4.2 Supervision**

The contractor shall do all inspections and ad-hoc inspections by senior staff shall be expected.

### **4.3 Statutory Wage Increases**

The annual Wage increase must be in line with the Sectoral Determination for Cleaners, as per the Department of employment and Labour and CPIX for materials.

Overtime paid to the employees should be in line with the payment claimed from the SABC.

### **4.4 Insurance**

The contractor shall take out an insurance policy to indemnify the SABC against any claims instituted in respect of death, injuries and/or losses suffered by any third party because of activities conducted during his/her exercising of duties set out in the contract between the SABC and the Tenderer.

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#### **4.5 Cost of Consumables**

The SABC shall provide water and electricity, and the cost of the chemicals, detergents and disinfectants shall be for the account of the contractor. The contractor will also be responsible for supplying hand towels and toilet papers in all the bathrooms.

#### **4.6 Equipment**

The contractor shall provide and maintain its industrial cleaning equipment throughout the duration of the contract.

The contractor must ensure that the training is provided on their employees on how to handle the equipment.

#### **4.7 Storage of Equipment**

The SABC shall provide storage for the contractor's equipment, however the storage shall be at the contractor's own risk. Loss in respect of equipment shall not constitute an acceptable reason for the contractor not to comply with the conditions and obligations of its contract with the SABC. Storage of Chemicals must be in line with the Occupational Health and Safety Act.

#### **4.8 Access to Building for Cleaning**

The contractor shall have access to the buildings to be cleaned in terms of its contract during normal office hours and for workers after normal office hours as prescribed by the SABC's security policies and regulations governing National Key Points institutions.

#### **4.9 Payments**

Payment by the SABC to the contractor shall be made 60 days in arrears after an invoice from the contractor is received by the SABC.

## 5. HYGIENE REQUIREMENTS

Tenderers will also be required to supply, install and render Hygiene services for the following: -

- Sanitary bins for ladies' bathrooms – bins will be serviced twice a month
- Seat wipes for ladies' bathrooms – refill of the wipes will be done once a month
- Deep cleaning of all bathrooms – cleaning will be required on a quarterly basis
- Paper towel dispenser and bin – monthly service of the unit and hand towel to be maintained daily
- Air fresheners dispensers for all bathrooms
- Toilet paper holder – monthly service of the unit and toilet paper to be replenished daily
- Foam soap dispensers for all bathrooms

### 5.1 UNITS THAT REQUIRE HYGIENE SERVICES

| ITEM                     | SERVICE FREQUENCY  | UNITS     |
|--------------------------|--------------------|-----------|
| <b>Hygiene</b>           |                    |           |
| Paper towel dispensers   | <b>Maintenance</b> | <b>30</b> |
| Wall bins                | <b>Maintenance</b> | <b>30</b> |
| Soap dispensers          | <b>Weekly</b>      | <b>30</b> |
| Air freshener dispensers | <b>Monthly</b>     | <b>30</b> |
| Sanitary bins            | <b>2 x Month</b>   | <b>21</b> |
| Seat wipes               | <b>Monthly</b>     | <b>21</b> |
| TR 3                     | <b>Maintenance</b> | <b>56</b> |
| <b>Deep cleaning</b>     |                    |           |



|             |                  |           |
|-------------|------------------|-----------|
| Wash basins | <b>quarterly</b> | <b>35</b> |
| Toilets     |                  | <b>38</b> |
| Urinals     |                  | <b>21</b> |
| Showers     |                  | <b>10</b> |

## 6. PEST CONTROL

The service provider as part of this scope, will render pest control services as follows:

- 6.1** Supply and install 20 x Rodent bait stations outside, to be serviced every month.
- 6.2** Monthly treatment of cockroaches, flies, bird lice and mosquitoes.
- 6.3** Kitchen, offices, storerooms, Studios, canteen, Transport house, Security guard rooms, M1 and M2 are all areas that will be serviced.

## 7. CLEANING EQUIPMENT

| PRICING PER EQUIPMENT DESCRIPTION                                       | FREQUENCY                                 | TOTAL QUANTITY |
|---|---|----------------|
| Low noise industrial Vacuum cleaners for carpet floors                  | <b>On site, in good working condition</b> | <b>5</b>       |
| Wet & dry vacuum cleaners (80L)   | <b>On site, in good working condition</b> | <b>1</b>       |
| Scrubbing machine 1500w with Buffing accessories (as and when required) | <b>Every six months</b>                   | <b>1</b>       |
| Polishing machine 1500w for vinyl floors (as and when required)         | <b>Every six months</b>                   | <b>1</b>       |
| Pressure cleaner 150 bar with hoses + Nozzles                           | <b>On site, in good working condition</b> | <b>1</b>       |
| Other Equipment:  |   |                |
| Step Ladders 8ft  | <b>0</b>                                  | <b>0</b>       |

|   |                            |           |
|---|----------------------------|-----------|
| Step Ladders 2.4m                               | <b>Quarterly</b>           | <b>1</b>  |
| Fall arrest belting                             | <b>Quarterly</b>           | <b>6</b>  |
| Water Dispensers                                | <b>0</b>                   | <b>0</b>  |
| Sterilised Water Bottles -25 L<br>(per 15 days) | <b>0</b>                   | <b>0</b>  |
| Fragrances holder                               | <b>Per contract period</b> | <b>30</b> |
| Soap holder                                     | <b>Per contract period</b> | <b>30</b> |
| Hand Paper towel holder                         | <b>Per contract period</b> | <b>30</b> |
| Toilet paper roll holder                        | <b>Per contract period</b> | <b>30</b> |
| SHE packets holder                              | <b>Monthly</b>             | <b>21</b> |
| Care toilet seat holder                         | <b>Per contract period</b> | <b>26</b> |
| SHE BIN   | <b>Per contract period</b> | <b>21</b> |
| Wall mounted hand BIN                           | <b>Per contract period</b> | <b>30</b> |

## 8.CONSUMABLES

**Bidders to provide the following as minimum required for the cleaning.**

| <b>CONSUMABLES<br/>DESCRIPTION</b>          | <b>FREQUENCY</b> | <b>TOTAL QUANTITY</b> |
|---|------------------|-----------------------|
| Multi-purpose cleaner - 10lt                | <b>Monthly</b>   | <b>1</b>              |
| Multi-purpose bleach - 10lt                 | <b>Monthly</b>   | <b>1</b>              |
| Mister min 400ml                            | <b>Monthly</b>   | <b>12</b>             |
| Micro-fiber cloths (4-Color coded) per area | <b>Quarterly</b> | <b>24</b>             |
| Dish washing liquid soap -5lt               | <b>Monthly</b>   | <b>2</b>              |
| Silicone/ Tyre Polish (Liquid) – 5lt        | <b>Monthly</b>   | <b>1</b>              |
| Dash shine Spray 400 ml                     | <b>Monthly</b>   | <b>5</b>              |
| Trim Rejuvenator 5lt                        | <b>Monthly</b>   | <b>1</b>              |
| Toilet paper – 2ply (48 rolls, per bale)    | <b>Monthly</b>   | <b>12 bales</b>       |
| Toilet bowl cleaner 10lt                    | <b>Monthly</b>   | <b>1</b>              |

|   |                            |            |
|---|----------------------------|------------|
| Urinal mat (anti-splash)                      | <b>Monthly</b>             | <b>21</b>  |
| Yellow rubber gloves                          | <b>Monthly</b>             | <b>8</b>   |
| Window Cleaning squeegees                     | <b>Per quarter</b>         | <b>8</b>   |
| Window cleaner liquid 5lt                     | <b>Monthly</b>             | <b>1</b>   |
| Mops (Color coded) Blue (Passages)            | <b>Per quarter</b>         | <b>8</b>   |
| Mops (Color coded) Green (Kitchen)            | <b>Per quarter</b>         | <b>8</b>   |
| Mops (Color coded) Red (Toilets)              | <b>Per quarter</b>         | <b>8</b>   |
| Double buckets –(passages and toilets)        | <b>Per contract period</b> | <b>4</b>   |
| Double buckets - ( car wash bay)              | <b>Per contract period</b> | <b>1</b>   |
| 3-Piece wet floor sign                        | <b>Per contract period</b> | <b>6</b>   |
| Short handle scrubbing brush                  | <b>Per contract period</b> | <b>4</b>   |
| Dust masks SABS approved                      | <b>Per month</b>           | <b>20</b>  |
| Clear Refuse Bags (medium, for office bins)   | <b>Per month</b>           | <b>100</b> |
| Heavy Refuse bags 60L                         | <b>Per month</b>           | <b>100</b> |
| Multi-insect killer                           | <b>Monthly</b>             | <b>5</b>   |
| Aerosol Fragrance 75 ml (per month)           | <b>Monthly</b>             | <b>36</b>  |
| Wipe care toilet seat perforated 100 per pack | <b>Monthly</b>             | <b>52</b>  |
| SHE packets 50 per pack (per month)           | <b>Monthly</b>             | <b>13</b>  |
| SHE bin liners                                | <b>Monthly</b>             | <b>21</b>  |
| Hand foam soap 1litre valve                   | <b>Monthly</b>             | <b>17</b>  |
| Hand towel paper rolls (boxes)                | <b>Monthly</b>             | <b>15</b>  |
| Auto-sanitizer 300 ml                         | <b>Monthly</b>             | <b>21</b>  |
| SHE tablets                                   | <b>Monthly</b>             | <b>21</b>  |

## 9. EVALUATIONS

### a. Functionality Evaluation

The evaluation is based on functionality, which will be evaluated using the following criteria and points:

- i. The tender submission will be technically evaluated out of a maximum of 100.
- ii. A threshold of 60 out of the 100 has been set
- iii. All bidders achieving less than the set threshold will not be evaluated further and will be deemed non-Responsive.

### b. Objective Criteria

SABC further reserve the right not to award this RFQ to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.

### c. Functionality Criteria:

| Evaluation area                                 | Evaluation Criteria   | Max. Points |
|---|---|-------------|
| Company Track record and contactable references | <p>Company's minimum experience of <b>3 years</b> in cleaning services, and related services.</p> <p>Bidders must provide references letters which <b>MUST</b> meet the following:</p> <ul style="list-style-type: none"> <li>➤ on a <b>client's business letterhead</b></li> <li>➤ <b>contract duration</b></li> <li>➤ <b>duly signed by authorised person</b> with contact number and or email</li> <li>➤ Stipulate contracts start and end date</li> <li>➤ Stipulate services description of services provided.</li> </ul> <p>Company's Experience in Cleaning services</p> <p><b>Number of years in service</b></p> <ul style="list-style-type: none"> <li>• greater than 5 years = (25 points)</li> <li>• 3 - 5 years = (15 points)</li> </ul> | 50          |

|                                       |   |            |
|---------------------------------------|---|------------|
|                                       | <ul style="list-style-type: none"> <li>less than 3 years = (0 points)</li> </ul> <b>Number of Letters</b> <ul style="list-style-type: none"> <li>greater than 3 references letters = (25 points)</li> <li>2 - 3 reference letters = (15 points)</li> <li>1 reference letters = (10 points)</li> <li>less than 1 reference letters = (0 points)</li> </ul>                                 |            |
| <b>Operations Managers experience</b> | <b>Provide a comprehensive CV of Operations manager with minimum of three (3) years' experience in managing similar contracts.</b><br><b>The CV must have contactable references.</b> <ul style="list-style-type: none"> <li>greater than 5 years' experience = (25 points)</li> <li>3 – 5 years' experience = (15 points)</li> <li>less than 3 years' experience = (0 points)</li> </ul> | <b>25</b>  |
| <b>Supervisors experience</b>         | <b>Please provide a comprehensive CV of supervisor with minimum of one (1) year experience as a supervisor in similar contracts.</b> <ul style="list-style-type: none"> <li>greater than 3 years' experience = (25 points)</li> <li>1 – 3 years' experience = (15 points)</li> <li>less than 1 years' experience = (0 points)</li> </ul>  | <b>25</b>  |
| <b>Total</b>                          |   | <b>100</b> |

**Functionality Threshold for paper-based evaluation:**

Bidders who obtain less than a minimum of **60 points out of a maximum of 100 points** will be declared non-responsive.

**THIRD PHASE: SITE INSPECTION EVALUATION CRITERIA**

Each criterion will be evaluated and allocated points, and where applicable the points will be on a rating scale as per the below:

**Scale 1 – Dissatisfactory/ Not Compliant**

**Scale 2 – Satisfactory/ Partly compliant**

**Scale 3 - Very Satisfactory/ Fully Compliant**

| <b>Evaluation area</b>               | <b>Evaluation Criteria</b>   | <b>MAX Points</b> |
|--------------------------------------|--|-------------------|
| <b>Bidder's offices and capacity</b> | <b>Fully Operational offices</b> consisting of <b>administrative staff, Office Equipment</b> (computers, Telephone (by means of landline or cell phones) | <b>40</b>         |

|  |  |           |
|--|--|-----------|
|  | <ul style="list-style-type: none"> <li>• Scale 1 - not compliant (0 points)</li> <li>• Scale 2 - fully compliant (10 points)</li> </ul> <p><b>NEW uniform stock (PPE)-</b></p> <ul style="list-style-type: none"> <li>• minimum of two full 2 sets (Overalls with Company Logo, (5 points)</li> <li>• Safety Boots, (5 points)</li> <li>• Safety Gloves (5 points)</li> </ul> <p>Storage of <b>Cleaning chemicals</b> with their material data sheets <b>in compliance with health and safety standards.</b></p> <ul style="list-style-type: none"> <li>• Scale 1 - not compliant (0 points)</li> <li>• Scale 2 - partly compliant (12 points)</li> <li>• Scale 3 - fully compliant (15 points)</li> </ul>   |           |
| <b>Bidder's Current Client Site office</b> | <p><b>Cleaning staff compliment relative to the size of the site.</b></p> <ul style="list-style-type: none"> <li>• Scale 1 - Dissatisfactory (5 points)</li> <li>• Scale 2 - Satisfactory (7 points)</li> <li>• Scale 3 - Very Satisfactory (10 points)</li> </ul> <p><b>Visibility of staff in full uniform (Overalls with Company Logo and Safety Boots) at the site</b></p> <ul style="list-style-type: none"> <li>• Scale 1 - Dissatisfactory (5 points)</li> <li>• Scale 2 - Satisfactory (7 points)</li> <li>• Scale 3 - Very Satisfactory (10 points)</li> </ul> <p><b>General cleanliness of the site: Offices, Corridors, windows, bathrooms</b></p> <ul style="list-style-type: none"> <li>• Scale 1 - Dissatisfactory (5 points)</li> <li>• Scale 2 - Satisfactory (7 points)</li> <li>• Scale 3 - Very Satisfactory (10 points)</li> </ul> | <b>30</b> |
| <b>Total</b>                               |  | <b>70</b> |

### **Functionality Threshold for Site Inspection**

Bidders who obtain less than a minimum of **60** points out of a maximum of **70** points will be declared non-responsive.

## **10. PHASE 3 - PRICE AND SPECIFIC GOALS**

The bid responses will be evaluated on the 80/20 preference point system. Bidders are to provide detailed breakdown of all direct and indirect costs associated with the contract, including licence fees if any.

### **10.1 Financial Stability**

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

#### **FINANCIAL STABILITY**

***Respondents are required to submit their audited financial statements 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 Due Diligence | Bidders' financial due diligence will be assessed based on submitted audited financial statements using financial ratios, where applicable. |

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## 11. Objective Criteria

- The SABC reserve the right not to consider proposals from bidders who are currently in litigation with the SABC.
- 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.
- 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.
- The SABC reserve the right not to award this tender to any bidder who fails the financial stability assessment.
- No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.
- Should employees resign or retire from the employment of the SABC and become directors of other businesses tendering with the SABC, such tender shall not be considered until the cooling off period of 6 (six) months has expired.
- Should the employee be dismissed from the SABC employment, such employee shall be prohibited from conducting business with SABC for a period of 5 (five) years from the date of dismissal.
- Should the employee be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- The SABC shall not procure any goods, services, works or Content from any Board member or Board member owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.



- 
- Should the SABC's Board members no longer serve on the SABC Board but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 6 (six) months has expired.
  - Should the Board member be found guilty in a court of law due to criminal conduct/act, such Board member will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
  - The SABC shall not procure any goods, services, works or Content from any independent contractor or independent contractor owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
  - Should the Independent Contractor no longer be contracted to the SABC but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 6 (six) months has expired.
  - Should the Independent Contract be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged

## 12. COSTING MODEL (TO BE COMPLETED BY ALL BIDDERS)

### 12.1. CLEANING CONSUMABLES

| <b>PRICING PER CONSUMABLES<br/>DESCRIPTION</b> | <b>TL-QTY</b> | <b>TL-QTY<br/>PER<br/>ANNUM</b> | <b>UNIT<br/>PRICE</b> | <b>TOTAL<br/>COSTS<br/>(PER<br/>ANNUM)</b> |
|--|---------------|---------------------------------|-----------------------|--|
| Multi-purpose cleaner - 10lt                   | 1             | 12                              |                       |  |
| Multi-purpose bleach - 10lt                    | 1             | 12                              |                       |  |
| Mister min 400ml                               | 12            | 144                             |                       |  |
| Micro-fiber cloths (4-Color coded) per area    | 24            | 96                              |                       |  |
| Dish washing liquid soap -5lt                  | 2             | 24                              |                       |  |
| Silicone/ Tyre Polish (Liquid) – 5lt           | 1             | 12                              |                       |  |
| Dash shine Spray 400 ml                        | 12            | 60                              |                       |  |
| Trim Rejuvenator 5lt                           | 1             | 12                              |                       |  |
| Toilet paper – 2ply (48 rolls, per bale)       | 12 bales      | 144<br>bales                    |                       |  |
| Toilet bowl cleaner 10lt                       | 1             | 12                              |                       |  |
| Urinal mat (anti-splash)                       | 21            | 252                             |                       |  |
| Yellow rubber gloves                           | 8             | 96                              |                       |  |
| Window Cleaning squeegees                      | 8             | 32                              |                       |  |
| Window cleaner liquid 5lt                      | 1             | 12                              |                       |  |
| Mops (Color coded) Blue (Passages)             | 8             | 32                              |                       |  |
| Mops (Color coded) Green ( Kitchen)            | 8             | 32                              |                       |  |
| Mops (Color coded) Red (Toilets)               | 8             | 32                              |                       |  |
| Double buckets –(passages and toilets)         | 4             | 4                               |                       |  |
| Double buckets - ( car wash bay)               | 1             | 1                               |                       |  |
| 3-Piece wet floor sign                         | 6             | 6                               |                       |  |
| Short handle scrubbing brush                   | 4             | 4                               |                       |  |
| Dust masks SABS approved                       | 20            | 240                             |                       |  |
| Clear Refuse Bags (medium, for office bins)    | 100           | 1200                            |                       |  |
| Heavy Refuse bags 60L                          | 100           | 1200                            |                       |  |

|   |    |     |  |  |
|---|----|-----|--|--|
|   |    |     |  |  |
| Multi-insect killer   | 5  | 60  |  |  |
| Aerosol Fragrance 75 ml (per month)                                   | 36 | 432 |  |  |
| Wipe care toilet seat perforated 100 per pack                         | 52 | 624 |  |  |
| SHE packets 50 per pack (per month)                                   | 13 | 156 |  |  |
| SHE bin liners  | 21 | 252 |  |  |
| Hand foam soap 1litre valve   | 17 | 204 |  |  |
| Hand towel paper rolls (boxes)  | 15 | 180 |  |  |
| Auto-sanitizer 300 ml   | 21 | 252 |  |  |
| SHE tablets   | 21 | 252 |  |  |
| <b>Add other costs provisions:</b>                                    |    |     |  |  |
| <b>Annual Escalation Rate @ (           %)</b>                        |    |     |  |  |
| <b>Provision for Profit @ (           %)</b>                          |    |     |  |  |
| <b>Total Cost of Consumables &amp; Provision for Profit Excl. VAT</b> |    |     |  |  |
| <b>Value Added Tax@15%</b>  |    |     |  |  |
| <b>Total cost of Consumables &amp; Provision for Profit Incl. VAT</b> |    |     |  |  |

**12.2 CLEANING EQUIPMENTS**

| <b>PRICING PER EQUIPMENT DESCRIPTION</b>   | <b>TL-QTY</b> | <b>RENTAL PRICE<br/>EACH MONTH</b> | <b>TOTAL COSTS<br/>PER ANNUM</b> |
|--|---------------|------------------------------------|----------------------------------|
| Low noise industrial Vacuum cleaners for carpet floors ( duration of the contract) | 4             |                                    |                                  |
| Standard Brooms ( duration of the contract)  | 5             |                                    |                                  |
| Hand brooms with Dust pan ( duration of the contract)                              | 5             |                                    |                                  |
| Sweep/flat mops ( duration of the contract)  | 2             |                                    |                                  |
| Long feather duster (duration of the contract)                                     | 5             |                                    |                                  |
| Short feather duster ( duration of the contract)                                   | 5             |                                    |                                  |
| Wet & dry vacuum cleaners (80L) (duration of the contract)                         | 1             |                                    |                                  |
| Scrubbing machine 1500w with Buffing accessories( duration of the contract)        | 1             |                                    |                                  |
| Pressure cleaner 150 bar with hoses + Nozzles ( duration of the contract)          | 1             |                                    |                                  |
| Step Ladders 8ft ( duration of the contract)                                       | 1             |                                    |                                  |
| Step Ladders 2.4m ( duration of the contract)                                      | 1             |                                    |                                  |
| Fall arrest belting (duration of the contract)                                     | 2             |                                    |                                  |
| Spray bottle ( duration of the contract)   | 10            |                                    |                                  |
| Double buckets –(passages and toilets) Floor Blue x 5 ( duration of the contract)  | 5             |                                    |                                  |
| Double buckets –(passages and toilets) Toilets Red x 5 (duration of the contract)  | 5             |                                    |                                  |
| 3-Piece wet floor sign ( duration of the contract )                                | 4             |                                    |                                  |

|  |    |  |  |
|--|----|--|--|
| Toilet brushes & holder( duration of the contract)                           | 40 |  |  |
| Fragrances holder (duration of the contract)                                 | 35 |  |  |
| Soap holder (duration of the contract)                                       | 35 |  |  |
| Hand Paper towel holder (duration of the contract)                           | 35 |  |  |
| Toilet paper roll holder (duration of the contract)                          | 40 |  |  |
| Care toilet seat holder (duration of the contract)                           | 23 |  |  |
| SHE BIN (duration of the contract)   | 23 |  |  |
| Wall mounted hand BIN ( duration of the contract)                            | 35 |  |  |
| <b>Add other costs provisions:</b>   |    |  |  |
| <b>Annual Escalation Rate @ (                      %)</b>                    |    |  |  |
| <b>Provision for Profit @ (                      %)</b>                      |    |  |  |
| <b>Total Cost of Cleaning Equipment &amp; Provision for Profit Excl. VAT</b> |    |  |  |
| <b>Value Added Tax@15%</b>   |    |  |  |
| <b>Total cost of Cleaning Equipment &amp; Provision for Profit Incl. VAT</b> |    |  |  |

## 12.3 CLEANING PERSONNEL

(Total number of cleaners 10, plus 1 Supervisor)

| <b>CLEANING PERSONNEL PRICE STRUCTURE</b>   | <b>MONTHLY<br/>SALARY:<br/><br/>PER CLEANER</b> | <b>MONTHLY<br/>SALARY:<br/><br/>SUPERVISOR</b> | <b>TOTAL</b> |
|---|---|--|--------------|
| Rate per hour   |   |  |              |
| Basic Wage = Rate per hour x 8hrs x 5 days x 4.333 Weeks                          |   |  |              |
| Saturday rate rate per hour x 4 hrs x 4 days                                      |   |  |              |
| Leave and Sick leave allowance @ .....1%  |   |  |              |
| Other Allowances (please state)   |   |  |              |
| Annual Bonus = Rate per hour x 8hrs x 5 days x 4.333 Weeks/12                     |   |  |              |
| Other Benefits  |   |  |              |
| a). Provident Fund @.....1,5% of salary p/m                                       |   |  |              |
| b). UIF + WCA + RSC + Skills Development levy @ ...1,5% of salary p/m             |   |  |              |
| c). Uniform allowance for complete PPE (safety shoes/masks/overalls/suits/gloves) |   |  |              |
| Real Cost per Cleaner per month and Supervisor per month                          |   |  |              |
| Total cost to Company for (10) Cleaners & (1) Supervisor                          |   |  |              |
| <b>Add other costs provisions:</b>  |   |  |              |
| <b>Annual Statutory Increases @ (                      %)</b>                     |   |  |              |

|  |  |  |  |
|--|--|--|--|
| Provision for Profit @ (                      %)           |  |  |  |
| Total cost of labour & provision for profit excluding VAT  |  |  |  |
| Value Added Tax @15%                                       |  |  |  |
| Total cost of labour & provision for profit including VAT: |  |  |  |

4. TOTAL COST OF CLEANING SERVICES:

| <b>TOTAL COSTING MODEL (TABLE 1 + 2 +3)</b>                                   | <b>TOTAL COSTS</b> |
|---|--------------------|
| CONSUMABLES   |                    |
| EQUIPMENT   |                    |
| CLEANING PERSONNEL  |                    |
| <b>TOTAL COST OF CLEANING SERVICES EXCLUDING VALUE ADDED TAX ( YEAR 1)</b>    |                    |
| Total annual escalation rate (per table 1, 2, 3, 4 & 5) @ (    % ) for year 2 |                    |
| Total annual escalation rate (per table 1, 2 & 3) @ (    %) for year 3        |                    |
| Total cost of cleaning services excluding Value Added Tax for 3 years         | <b>R</b>           |
| <b>Value Added Tax @15%</b>   |                    |
| <b>Total cost of cleaning services including Value Added Tax for 3 years:</b> | <b>R</b>           |

- **PRICES QUOTED MUST BE EXCLUSIVE OF VAT.**
- **END OF DOCUMENT E**



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## 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**

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## DOCUMENT G

### SBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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#### 1. GENERAL CONDITIONS

1.0 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.1 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| SPECIFIC GOALS                          | 80/20 | 90/10 |
|---|-------|-------|
| EME/SME 51% owned by Black people       | 10    | 4     |
| 51% owned by Black people;              | 5     | 3     |
| 51% owned by Black people who are women | 3     | 2     |
| Black Youth                             | 2     | 1     |

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the

80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

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

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

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

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

| The specific goals allocated points in terms of this tender  | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points claimed. (80/20 system)<br>(To be completed by the tenderer) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) |
|--|--|--|---|--|
| SMMEs (inclusive or QSEs and EMEs) 51% owned by Black people | 10   | 4  |   |  |
| 51% owned by Black people;                                   | 5  | 3  |   |  |
| 51% owned by Black people who are women                      | 3  | 2  |   |  |
| Black Youth  | 2  | 1  |   |  |

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

**Source Documents to be submitted with the Bid or RFQ**

| Specific Goals             | Acceptable Evidence   |
|----------------------------|---|
| B-BBEE                     | Valid BEE Certificate / Sworn Affidavit (in case of JV, a consolidated scorecard will be accepted)                      |
| Black Women Owned          | Certified ID Documents of the Owners/shareholder  |
| Black Youth owned          | Certified ID Documents of the Owners  |
| EME or QSE 51% Black Owned | Annual Financial/ Management Accounts/ B-BBEE Certificate / Affidavit/ Certified ID Documents of the Owners/shareholder |
| 51% Black Owned            | CIPC Documents / B-BBEE Certificate/Affidavit/ Certified ID Documents of the Owners/shareholder                         |
| South African Enterprises  | CIPC Documents  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name \_\_\_\_\_ of \_\_\_\_\_ company/firm..... com-

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: \_\_\_\_\_

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed neces-

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**END OF DOCUMENT G**

**DOCUMENT H**  
**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   | <p>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?<br/>(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 audi alteram partem rule was applied).</p> <p><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></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 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)?<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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 H**

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## DOCUMENT I

### 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.**

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## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid **RPF/LOG/2023/20**

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 I**

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## DOCUMENT J

### 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 \_\_\_\_\_ 2023

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 J**

**END OF THE REQUEST FOR PROPOSAL DOCUMENT**