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REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER:	RFQ/LOG/2023/2
TENDER ISSUE DATE	23 JANUARY 2023
NON-COMPLUSORY BRIEFING SESSION	N/A
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR THE MAFIKENG PROPERTIES DURING THE EXTENDED PERIOD OF THE TRANSFER PROCESS FOR THE PERIOD OF SIX MONTHS.
CLOSING DATE & TIME	03 FEBRUARY 2023 AT 12H00

Submissions must be electronically emailed to RFQSubmissions@sabc.co.za on or before the closing date of this RFQ,

For queries, please contact Ayanda Danca via email: Tenderqueries@sabc.co.za

The SABC requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. Late and incomplete submissions will invalidate the quote submitted.

SUPPLIER NAME : _____
POSTAL ADDRESS : _____
TELEPHONE NO : _____
FAX. NO. : _____
E MAIL ADDRESS : _____
CONTACT PERSON : _____
CELL NO : _____
SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
4. All submissions should be prominently marked with the following details in the email subject line:
 - **RFQ and bidders' name.**
5. Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email
6. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
7. SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:
 - receipt of incomplete bid
 - file size
 - delay in transmission receipt of the bid
 - failure of the Bidder to properly identify the bid
 - illegibility of the bid; or
 - Security of the bid data.

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

FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENTS

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

MANDATORY REQUIREMENT		COMPLY/ NOT COMPLY
1.	Certified copy of valid PSIRA Certificate for the company.	
2.	Certified copies of Company's Fire-Arm License 1 pistol.	
3.	Provide proof of Physical address (Only bidders with Site offices that have a control room and are within 100 km radius from SABC Mafikeng offices will qualify for further evaluation). Bidders whose site offices are outside the stated radius will be eliminated.	

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

REQUIRED DOCUMENTS

- 1.1 Submit proof of CSD Registration (**Bidder must be registered with CSD to do business with the SABC**)
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(Verification will also be done by the SABC internally).
- 1.3 Valid Tax Clearance Certificate or SARS “Pin” to validate supplier’s tax matters
- 1.4 Original or Certified copy of Valid BBEE Certificate (from SANAS accredited Verification Agency)
- 1.5 All EME’s and 51% black Owned QSE’s are only required to obtain a **sworn affidavit** on an annual basis, confirming the following;
 - 1.7.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
 - 1.7.2 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.

- 1.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.7 Certified copy of Shareholders’ certificates.
- 1.8 Certified copy of ID documents of the Directors or Members.

NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO’S TAX MATTERS ARE NOT IN ORDER.

NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO’S TV LICENCE STATEMENT ACCOUNT IS NOT VALID.

DETAILED TECHNICAL SPECIFICATION

1. COMPANY OVERVIEW.

South African Broadcasting Corporation (SABC) is a Public Entity founded in August 1936 and listed in terms of Schedule 2 of the Public Finance Management Act, Act No. 1 of 1999, as a public broadcaster in South Africa, and provides 19 radio stations as well as five television broadcasts to the general public.

2. BACKGROUND TO THE REQUIREMENTS.

The SABC property portfolio is split into two segments, and these are SABC owned properties and leased-in properties. The SABC owned portfolio is further classified into core properties and non-core properties. The non-core properties are normally referred as surplus to business requirements. The residential property portfolio forms a larger segment of the non-core assets. These assets are located in the Northwest, Western Cape and Gauteng Provinces.

The SABC Board has resolved that the residential property portfolio be disposed as stated in the Board Resolution dated 31st October 2019. This resulted in a letter being sent to the Minister of Communication and Digital Technologies seeking approval in terms of Section 54 (2) (d) of the PFMA for the disposal of 25 residential properties owned by the SABC. The Minister's approval dated 20th September 2020 was received.

The SABC appointed Aucor Bloemfontein (Pty) Ltd for the purpose of disposing non-core assets through auction method. The auction event took place on 19th May 2021. A security service provider was appointed to guard the properties during the transfer process period.

The project timelines for the disposal project have been reviewed due to continuous legal challenges and interdicts against the process. The conveyancer has also experienced some delays in the application of certified title deeds due to various Deeds Offices operating under Covid-19 guidelines. The project plan initially indicated that the project completion dates was 28th February 2022, this has been revised to 30 June 2023. The continuous delays in the transfer process have caused some apprehensiveness to the buyers. The conveyancer is constantly updating all buyers on progress of the transfer process.

The conveyancer has submitted clearance certificates for 9 residential properties to the deeds office for the transfer process, 8 properties remain challenged through the legal process. The purchaser for the block of flats has been placed on terms and it is likely that he will not proceed with the deal. It is therefore apparent that a (PSIRA Registered) security service provider is appointed for the additional six months period.

3. SCOPE OF WORK FOR THE SECURITY SERVICES

The Competent Service Providers (PSIRA Registered) will be required provide armed security guards and be able to (handle unrest situation when required to) undertake the following services:

- **Mafikeng Standalone Houses**
 - Day shift 8 Grade C Guards for 8 standalone House
 - Night shift 8 Grade C Guards for 8 standalone House
 - Dayshift & Night Soft Arm Guard Patrol (Armed guards)

- **Mafikeng Flats (60 Units)**
 - Day shift 8 Grade C Guards of Block of Flats
 - Night shift 8 Grade C Guards of Block of Flats
 - Dayshift & Night Soft Arm Guard Patrol

4. PRICING SCHEDULE

Item No	Description	Unit	Rate per Unit	Total Cost
1	Day Shift - Grade C Guards for House	8		
2	Night shift - Grade C Guards for Houses	8		
3	Day shift - Grade C Guards for Block of Flats	8		
4	Night shift - Grade C Guards for Block of Flats	8		
5	Dayshift Soft Arm Guard Patrol (Armed guards)	1		
6	Night Shift Soft Arm Guard Patrol (Armed guards)	1		
7	Other			
8	Total			

NB: Service provider should be able to deal with public management. The required guard numbers will be reduced as when properties are sold, and the service provider shall bill SABC according to agreed numbers as when required. **The bidder's rates must be in compliance with the current PSIRA rates.**

5. SABC OWNED NON-CORE PROPERTIES FOR SALE.

Property Erf Number	Erf Size	Property Type	Location	Name of City	Name of Province
Land (ERF 538, MMABATHO) 1365m ²	1365m ²	Land + Dilapidated House	Mmabatho	Mmabatho	Northwest
Land (ERF 6507, GA-RANKUWA UNIT 5) 763m ²	763m ²	Land + House	Ga-Rankuwa Zone 5	Ga-Rankuwa	Tshwane Gauteng
Erf 1423, Barolong Street, Mmabatho-7	9664m ²	Land + 70 Flats (19 units are vacant)	Mmabatho	Mafhikeng	Northwest Province
ERF 1045, MMABATHO-5	942m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1047, MMABATHO-5	942m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1048, MMABATHO-5	942m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1049, MMABATHO-5	848m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1054, MMABATHO-5	900m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1056, MMABATHO-5	840m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1058, MMABATHO-5	976m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1060, MMABATHO-5	693m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1063, MMABATHO-5	825m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1043, MMABATHO-5	732m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1096, MAFIKENG-7	2963m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1787, MAFIKENG-19	1095m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1795, MAFIKENG-19	1095m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1833, MAFIKENG-19	1275m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 1839, MAFIKENG-19	1500m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 2456, MMABATHO-5	1683m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 2554, MONTSHIWA-2	6601m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 2777, MAFIKENG-29	1500m ²	Land + House	Mafikeng	Mafikeng	Northwest
ERF 2909, MMABATHO-9	700m ²	Land + House	Mmabatho	Mmabatho	Northwest
ERF 323, MAFIKENG	221m ²	Land + House	Mahikeng	Mahikeng	Northwest
ERF 8540, MABOPANE-S	414m ²	Land + House	Mabopane	Mabopane	Tshwane Gauteng
ERF 1787, MAFIKENG-19	1095m ²	Land + House	Mmabatho	Mmabatho	Northwest

6. REGULATORY REQUIREMENTS.

Bidders are to provide physical security services in line with the following legislations:

6.1 The Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4 The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal

Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51

6.2 Section 13 of the Constitution.

6.3 The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.

6.4 Private Security Industry Regulation Act 56 of 2001.

6.5 Protection of Information Act 84 of 1982.

6.6 Trespass Act 6 of 1959.

6.7 Occupational Health and Safety Act 85 of 1993; and

6.8 Protection of assets.

7. PERSONNEL REQUIREMENTS FOR EMERGENCIES.

The appointed service provider will be required to provide security personnel for emergencies like demonstrations and riots on an as and when required basis on the same terms.

8. EXPECTED DELIVERABLES.

Provide a security management function at the premises which will include access, parameter control at premises and escorting of personnel and/or members of the public as and when required, and general crime prevention measures as instructed from time to time. This service will include the management of all security systems installed by the SABC, as well as the execution of the SABC's security policies and procedures.

9. CHARGES AND SETTLEMENT OF ACCOUNTS

9.1 The fees payable by the SABC to the service provider for the security services rendered in terms of this agreement shall not be less than but in accordance with the statutory wages prescribed by the relevant Act.

9.2 The prices should be based on the latest PSIRA published rates.

9.3 The service provider shall, on or before the end of each calendar month submit to the SABC an invoice, to be certified by both the service provider and the SABC as correct, specifying the services

rendered during that current month and detailing the amount due and payable to the service provider. Value added tax shall be shown separately on each invoice for all vat-able items.

- 9.4 Payment for the security services shall be made by the SABC to the service provider within thirty - (30) days after the receipt of valid invoice.
- 9.5 Should there be any error in the invoiced amount, it shall be corrected on the following monthly invoice submitted by the service provider.
- 9.6 The service provider shall on or before the end of a calendar month submit a statement to the SABC in respect of services rendered to the SABC in that current month in terms of this agreement.
- 9.7 The SABC will be credited with the amount equal to the services not received during the month of the statement.
- 9.8 At least two (2) calendar months prior to statutory rate increase, the parties shall meet in an effort to agree upon the price in respect of the provision of security services by the service provider for the subsequent 12 months.

10. ACCESS TO PREMISES

- 10.1 Subject to the SABC's security measures, the SABC shall grant the service provider and its employee's access at all reasonable times to the premises so that they may carry out their duties in terms of the contract.
- 10.2 The service provider shall ensure that its employees are fully aware of the SABCs' security measures and regulations and that they shall subject themselves to such rules and regulations, including searches.
- 10.3 The SABC shall provide the service provider with all the necessary keys and access facilities, free of charge, so that the relevant workers may execute their duties in those areas of the building where they have to carry out their function in terms of the contract.

11. GENERAL PATROLS AND FUNCTIONS OF THE SERVICE PROVIDER

The Service Provider must execute the following:

- 11.1 Ensure security officers on foot conduct patrols as per control monitoring equipment on site. Security shall conduct patrols as per the SABC Standard Operation Procedures.
- 11.2 These patrols shall be required every day from Monday to Friday between 18:00 and 06:00, and over weekends and public holidays.
- 11.3 Control and supervise all personnel on duty.
- 11.4 Ensure that personnel are deployed at required sites on time and in correct attire or uniform.
- 11.5 Report any emergencies and possible illegal activities that could arise to the SABC Control room with immediate effect.
- 11.6 Provide particular attention to all boundaries and possible approach and/or escape routes which may be used by undesirable persons.
- 11.7 Ensure security personnel are in possession of their identity certificate or permit and necessary equipment at all times in order to perform their duties as required.
- 11.8 Ensure that all security personnel used in these patrols are trained in the proper use of handheld two-way radio sets.
- 11.9 Ensure that all officers at all times are capable to convey salient details of incidents or reporting such incidents.
- 11.10 Propose recommendations to the SABC with the possible improvements or preventative measures relating to security issues relevant to a site.
- 11.11 Ensure a supervisor is on duty and available at all times.
- 11.12 Ensure that an up-to-date personnel attendance register is maintained.

12. GENERAL CONTROL ROOM DUTIES

Bidder shall ensure that:

- 12.1 Security officers' issue and receive pre-approved SABC vehicles after hours, weekends and Public Holidays as per Standard Operating Procedures.
- 12.2 Security officers shall manage telephone exchange outside office hours.
- 12.3 Security officers shall monitor all alarms including fire alarms etc.
- 12.4 Security officers shall monitor digital camera system.
- 12.5 Security officers shall perform all other duties as per Standard Operating Procedures of SABC.

13. GENERAL ACCESS DUTIES

- 13.1 Security officers shall manage front door and rear door access points as per Standard Operating Procedures.
- 13.2 Security officers shall monitor and control all gates and access points of the building as per Standard Operating Procedures.

14. ADDITIONAL REQUIREMENTS

- 14.1 12.1 The service provider must provide his own occurrence books and any other registers and stationery required to perform their duty which will subsequently be SABC property.
- 14.2 12.2 Contingency plan will be guided by the SABC and will be executed by the service provider during emergencies.
- 14.3 Additional Security Officers may be required on an ad-hoc basis. A fix rate per hour must be quoted for (Casual guarding).
- 14.4 The service provider will provide management structure for the site.
- 14.5 Rates quoted for equipment shall be calculated on twenty-four (24) hour shifts, except for equipment utilized in patrols.
- 14.6 Rates quoted for security personnel shall be calculated on twelve (12) hour shifts.
- 14.7 A minimum quoted in one (1) of baton, set of handcuffs, 9 mm Pistols, Active two-way Radio, Active Base radio/station is required in the site. (Refer Annexure C).
- 14.8 Charge-out tariffs shall be reviewed annually and agreed increases shall become effective from 1 September each year.
- 14.9 It is a specific requirement for this site that the switchboard and reception will be manned by the service provider after hours on weekdays (17H00 PM-08H00 AM, weekends and public holidays).

15. ROVING PATROLS

- 15.1 To increase the effectiveness of security personnel, the service provider may be requested to provide roving patrols. These patrols shall be required to randomly patrol the area, supervise all

posted security personnel, carry out irregular inspections of security personnel and to provide quick assistance to security personnel when incidents occur.

- 15.2 This service shall be carried out in such a manner to ensure the effectiveness in maintaining alertness of security personnel and prevention of theft.
- 15.3 When the service of additional security personnel is urgently required, the service provider shall provide the additional services at the same rates quoted for, within a time agreed upon between the SABC and the service provider but not later than twenty-four (24) hours after the request has been received.
- 15.4 The additional services shall be provided for a period as agreed upon by both parties.
- 15.5 The service provider shall monitor operational CCTV camera images.
- 15.6 The service provider shall ensure Control room administration and communicate with internal departmental functionaries and contractors with regards to SABC rules / regulations.
- 15.7 The Service Provider will be expected to enter into a Service Level Agreement with SABC over and above contractual agreement. All personnel to be deployed to site are expected to sign non-disclosure agreements.

16. SPECIAL CONDITIONS TO SECURITY PERSONNEL

- 16.1 The following is mandatory to all security personnel:
- 16.2 Security personnel must be dressed in full company uniform when on duty at all times.
- 16.3 Security personnel to visible wear ID card whilst on duty. The ID card must contain member name, surname, PSIRA number and a photo of the employee.
- 16.4 All personnel must have a police clearance and not have criminal records.

17. THE FOLLOWING KPI'S WILL BE USED TO EVALUATE THE PERFORMANCE OF THE SERVICE PROVIDER:

- 17.1 Monthly report submitted before 5 days subsequent to the end of each month. Guards reporting on duty arrive on or before the specified time.
- 17.2 All staff correctly graded and in accepted uniform as per SOP.
- 17.3 Staff shifts to change within 30 minutes (sick leave and relievers planned).
- 17.4 Security personnel to be in possession of correct equipment on-site, replacement of equipment within 48 hours turnaround time.
- 17.5 Training as per SOP and on the job training.
- 17.6 Incidents reporting turnaround time (report within 2 hrs of the incident taking place, preliminary report within 24hrs, final report at completion of investigation with 14 days).
- 17.7 Overall Management and Supervision (attendance of weekly and monthly meetings, availability of after-hours supervisors and offsite management, documented minutes of meetings sent to SABC within 7 days, return of phone calls within 30 minutes & emails within 1 hour).
- 17.8 Proof of refresher training courses undertaken on a monthly and quarterly basis.
- 17.9 All registers and forms must be available for inspection at all times.

18. CONTRACT PERIOD

The contract period will be Six (06) months from the date of contract.

19. COSTING

The quotation must reflect a detailed cost breakdown, and any indirect costs associated with the rendering of this service.

20. RFQ RESPONSE INFORMATION

Effective Date of Bid

Vendors should state in writing in its quotation to the SABC that all furnished information, including price, will remain valid and applicable for 90 days from the date the vendor quotation is received by the SABC.

21. EVALUATION CRITERIA

21.1 BBEE and Price

- The RFQ responses will be evaluated on the **80/20**-point system

21.2 Objective Criteria

- The 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.
- Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBEE, company financials, etc. will be eliminated from the bid process.

22. ADJUDICATION USING A POINT SYSTEM

22.1 The bidder obtaining the highest number of total points will be awarded the contract

22.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.

22.3 In the event that two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

22.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality

22.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

23. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

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

- 23.1 Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by a verification Agency accredited by SANAS for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates or DTI Affidavit.
- 23.2 Bidders other than EMEs must submit their original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS.
- 23.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
- 23.4 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.
- 23.5 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.
- 23.6 A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.
- 23.7 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

24. COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a tenderer either directly or indirectly to canvass any officer(s) or employees of SABC in respect of a RFQ, between the closing date and the date of the award of the business. **All enquiries relating to this RFQ should be emailed two days before the closing date.**

25. CONDITIONS TO BE OBSERVED WHEN TENDERING

- 25.1 The Corporation does not bind itself to accept the lowest or any tender, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his tender. The Corporation reserves the right to accept a separate tender or separate tenders for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the tender at any stage.
- 25.2 No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.
- 25.3 The Corporation reserves the right to:

24.3.1 Not evaluate and award tenders that do not comply strictly with this tender document.

- 24.3.2 Make a selection solely on the information received in the tenders and
- 24.3.3 Enter into negotiations with any one or more of preferred Tenderer(s) based on the criteria specified in the evaluation of this tender.
- 24.3.4 Contact any Tenderer during the evaluation process, in order to clarify any information, without informing any other Tenderers. During the evaluation process, no change in the content of the tender shall be sought, offered or permitted.
- 24.3.5 Award a contract to one or more Tenderer(s).
- 24.3.6 Accept any tender in part or full at its own discretion.
- 24.3.7 Cancel this RFQ or any part thereof at any time.
- 24.3.8 Should Tenderer(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs.

26. COST OF BIDDING

The Tenderer shall bear all costs and expenses associated with preparation and submission of its tender or RFQ, and the Corporation shall under 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.

27. PAYMENT TERMS

SABC will effect payment sixty (60) days after the service provider has submitted an invoice.

END OF RFQ DOCUMENT

Annexed to this document for completion and return with the document:

- Annexure A - Declaration of Interest
- Annexure B - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure C - Previous completed projects/Current Projects
- Annexure D - SBD 8 & 9 Forms

ANNEXURE A

CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS

1 CONSORTIUMS AND JOINT VENTURES

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

2 SUB-CONTRACTING

- 2.1 A tenderer will not be awarded points for B-BBEE status if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points the tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capacity and ability to execute the sub-contract.
- 2.2 A tenderer 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 tenderer concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 2.3 A tenderer awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

3 DECLARATION OF SUB-CONTRACTING

- 3.1 Will any portion of the contract be sub-contracted? YES / NO
- 3.2 If yes, indicate:
 - 3.2.1 The percentage of the contract will be sub-contracted%
 - 3.2.2 The name of the sub-contractor
 - 3.2.3 The B-BBEE status level of the sub-contractor
 - 3.2.4 whether the sub-contractor is an EME YES / NO

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT NAME OF COMPANY OR TENDERER

ANNEXURE B

DECLARATION OF INTEREST

1. Any legal or natural person, excluding any permanent employee of SABC, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof be awarded to-
 - (a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
 - (b) any person who acts on behalf of SABC; or
 - (c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
 - (d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

The Tenderer or his/her authorised representative shall declare his/her position *vis-à-vis* SABC and/or take an oath declaring his/her interest, where it is known that any such relationship exists between the Tenderer and a person employed by SABC in any capacity.

Does such a relationship exist? [YES/NO]

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information):

	[1]	[2]
NAME	:.....	
POSITION	:.....	
OFFICE WHERE EMPLOYED	:	
TELEPHONE NUMBER	
RELATIONSHIP	:.....	

2. Failure on the part of a Tenderer to fill in and/or sign this certificate may be interpreted to mean that an association as stipulated in paragraph 1, *supra*, exists.
3. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *supra*, and it subsequently becomes known that false information was provided in response to the above question, SABC may, in addition to any other remedy it may have:
 - recover from the Tenderer all costs, losses or damages incurred or sustained by SABC as a result of the award of the contract; and/or
 - cancel the contract and claim any damages, which SABC may suffer by having to make less favourable arrangements after such cancellation.

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

Previous completed projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completed date

Current projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completion date

ANNEXURE "D"

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 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 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 **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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 consortium³ 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.

³ 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