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**QUEST FOR QUOTATION (RFQ)**

RFQ	RFQ/LOG/2022/177
RFQ ISSUE DATE	15 NOVEMBER 2022
BRIEFING SESSION COMPULSORY DATE	22 NOVEMBER 2022 AT 13H00 TV NEWS RECEPTION ARTILERY ROAD ENTRANCE 07 AUCKLAND PARK JOHANNESBURG
RFQ DESCRIPTION	APPOINTMENT OF A COMPETENT SERVICE PROVIDER FOR THE MAINTENANCE OF CCTV, ACCESS CONTROL AND SECURITY EQUIPMENT AT SABC AUCKLAND PARK CAMPUS FOR 5YEARS
CLOSING DATE & TIME	01 DECEMBER 2022 AT 12H00

Submissions must be electronically emailed to [RFQSubmissions@sabc.co.za](mailto:RFQSubmissions@sabc.co.za) on or before the closing date of this RFQ.

PLEASE NOTE THAT AS FROM 01 JULY 2016 COMPANIES THAT ARE NOT REGISTERED WITH CSD SHALL NOT BE CONSIDERED.

**CIDB GRADING: MINIMUM OF CIDB = 3 CE OR ME.**

For queries, please contact: **Siphiwe Makhubo** via email: [Tenderqueries@sabc.co.za](mailto:Tenderqueries@sabc.co.za)

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

SUPPLIER NAME: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO. : \_\_\_\_\_

E MAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CELL NO: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

## **NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION**

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
4. All submissions should be prominently marked with the following details in the email subject line:
  - **RFQ 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: BIDDERS SHOULD ENSURE THAT LINKS FOR WE-TRANSFER OR GOOGLE DROP BOX EXPIRE 30 DAYS AFTER 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.	<b>Provide a proof of CIDB Grading: minimum of CIDB = 3 CE or ME. The Tenderer shall provide a valid certificate at the time of closing and at the time of award.</b>	
2.	All bidders are required to be registered with the Private Security Industry Regulatory (PSIRA). Any bid received from a bidder who is not registered with PSIRA, or their registration is expired as at closing date of this bid will not be evaluated and will be considered non-responsive.	
3.	Guetebruch Software training certificate/attendance register on a service provider letterhead	
4.	Quotation on the company letterhead	

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

## **REQUIRED DOCUMENTS**

- 1.1 Submit proof CSD registration
- 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.
  - 1.4.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
  - 1.4.2 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 Submit Proof of Public Indemnity Cover for minimum of R10 000 000
- 1.9 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. Background**

The South African Broadcasting Corporation, SABC, has its Head Office in Auckland Park, Johannesburg, with Regional offices in each South African province. The Head Office comprises of two adjacently located buildings i.e. Radio Park and TV Centre.

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

The SABC was declared as a National Key Points (NKP) sites on 11 August 2006 under National Key Point Act, Act 102 of 1980. The South African Broadcasting Corporation SOC Limited (SABC) in terms of the Control of Access to Public Premises and Vehicle Act 53 of 1985 and National Key Points Act, No 102 of 1980, as amended. SABC has employed various security technologies throughout its sites to ensure security of its personnel, visitors and infrastructure and to comply with the National Key Point Act.

Failures and breakdowns of the access and security equipment exposes the business, its employees and the visitors to safety and security risks such as unauthorised entry by criminals, attacks, theft, robberies, vandalism and damage to infrastructure which could cost the organisation a lot of money due disruption of its operations. Furthermore, it may lead to reputational damage to the SABC brand. It is anticipated that preventative maintenance and scheduled repairs in line with the Original Equipment Manufacturer's specifications will improve the operation of the assets.

## **2. SCOPE OF WORK**

### **2.1 Overview of the work**

The Works for this Contract comprises the preventative maintenance, technical support, supply of spares and repairs of Access and Security equipment as SABC Auckland Park. The Contractor will be responsible for carrying out all work under the contract in accordance with the drawings, specification and schedule of quantities. The drawings, specifications and schedule of quantities define the scope of this contract and indicate all work to be done.

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

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, hauling, hoisting, excavation, backfill, supervision and services necessary to maintain Access and Security equipment.
- Carrying out maintenance and repairs to the existing and new equipment.
- The service is required on the monthly or quarterly bases

### **2.2.1 The Maintenance Contract shall be divided in three parts as follows:**

#### **2.2.1.1 Preventative Maintenance**

The contractor will be responsible for carrying out preventative maintenance on the Access and Security Equipment on a scheduled basis in line with the manufacturer's manual. The preventative maintenance shall include but not limited to the following:

#### **(a) CCTV**

##### **CCTV Kiosks**

- Check that each kiosk is labelled, and the labelling is legible
- Inspect the kiosk for rust, damage and crack
- Inspect the doors seals for damage
- Check that grounding strap is in place
- Clear vegetation around the kiosk
- Vermin/insect control

##### **Camera Lenses and Enclosures**

- Clean the lenses and enclosure glass plate on both inside and outside.
- Remove dirt, moisture or other foreign substances.
- Check the lens focus and adjust accordingly
- Check the camera field of view focus and adjust accordingly
- Clean the casing and mounting components
- Check for damage inside the enclosure, including insect damage, lightning damage, or other mechanical failure.
- Check enclosure grounds are securely connected.
- Check the camera seals and glands
- Clean, wash/wipe units and wiper blades, if there are washer reservoirs fill them

- Check that the cameras are securely attached

### **Cables, Wires and Connectors**

- Inspect all cables, connectors, cables fixing and accessories for insulation damage, abrasions, cracks and deterioration
- Inspect the wiring for loose connections and fraying that can disrupt transmission of power or data
- 

### **Mechanical Operation**

- Check that all PTZ cameras can still pan, tilt and zoom to their full capabilities.
- Check that any rotating cameras can still rotate to the full extent of their capabilities.
- Ensure that camera motion is smooth and unobstructed (no loud or harsh noise).
- Ensure that cables do not interfere with the camera movement.

### **Motion Detectors**

- Clean and Check functionality

### **Illuminators**

- Clean and Check functionality

### **Network switches, POE injectors, and Power Supplies**

- Verify functionality of network switches and POE injectors
- Check the power supplies input and output voltages are within specifications

### **Monitoring and Control Equipment**

- Check functionality
- Check the monitors to ensure that the display is clear. Adjust the contrast settings if needed
- Clean dust or grime from the monitor with the help of a microfiber cloth
- Check the general condition of the wiring
- Adjust and maintain the date and time stamp on the display

### **Recording, Backup, Storage and Software updates**

- Check functionality and clean the exterior of the NVR
- Verify the recording date and time of NVR
- Check that the license is still valid
- Carry out video archives, backup and software updates

**NB : The service of this equipment is required quarterly or as and when required**

## **(b) Access Control**

### **Boom gates**

- Check functionality
- Inspect the cables, wiring, connectors and cable fixing for insulation damage, abrasions, cracks, deterioration
- Clean and test the optical sensors
- Inspect the battery terminals for loose connection and tighten accordingly
- Check the battery voltage under load
- Check battery charger output voltage
- Tighten the nuts holding the pole to the boom-coupler
- Ensure that the barrier is still bolted tightly to the plinth
- Check that the barrier pole is level
- Tighten the end-stops or replace them if necessary
- Check the spring tension and adjust if necessary

### **Turnstiles**

- Check the overall condition of the equipment (corrosion, age, wear and tear)
- Ensure that the turnstiles operate as intended using the access control equipment
- Check the condition and securement of the fitments
- Inspect cable assemblies and power supplies for loose connections
- Clean and test the optical sensor
- Check all earth connections

### **Speed gates express**

- Check functionality

### **Pulse Automatic Special Needs Gate**

- Check functionality

### **Man Trap Cubicle**

- Check functionality
- Check indication lights and ceiling lights

### **FH Curved Glass**

- Check functionality
- Check indication lights and ceiling lights

### **(c) Security screening equipment**

#### **X-Ray Machines**

- Check the Machine Power on and off indicators
- Check the X-Ray on and off indicators
- Check the X-Ray Generator controller led indicators (power-on, x-on indicator, overheating, over-voltage, over-current, under-voltage, under-voltage)
- Check X-Ray leakage dose
- Check the lead curtain of the entrance and exit
- Check the damage and loss of the belt
- Check whether the belt is loose.
- Check the belt roller
- Check whether there is oil leakage of the electronic roller
- Clean the photoelectric sensors
- Clean display and adjust the display brightness
- Check the keys on the keyboard
- Check the emergency stop button
- Check the cooling fan and the filter
- Check the cover plate of the equipment
- Check the safety switch
- Check the grounding
- Submit detailed maintenance reports of the work done, tests performed, test results, defects found, adjustments made and recommendations.

#### **Metal Detectors**

- Clean and Check functionality
- Clean the dust inside device, use damp, smooth cloth
- Check the operation of indication lights and alarms
- Submit detailed maintenance reports of the work done, tests performed, test results, defects found, adjustments made and recommendations.

**NB : The service of this equipment is required quarterly or as and when required**

### **(d) Parameter Site Protection (Electric fence, energizers, surge protectors, communication modules, etc)**

- Inspect the kiosks for corrosion, cracks or damage
- Check that all energizers are operational
- Inspect battery terminals for loose connection and corrosion and tighten if necessary
- Inspect the electric fence including the joints, terminations, tension and earths
- Check the condition of the electric fence fittings including insulators
- Check that safety/warning signage is in place as per the regulations
- Inspect the support or pole for rust, cracks or damage
- Vegetation control comprising of patrolling the entire SABC fence line and administer



- approved vegetation control mixture
- Check communication with the monitoring system where applicable

**NB : The service of this equipment is required quarterly or as and when required**

**(e) Roller Shutter Doors**

- Check functionality and lubrication service.
- Check the door control operations
- Perform full functional test

**NB : The service of this equipment is required quarterly or as and when required**

**(f) Automated sliding doors**

Check the door control operations  
Clean and adjust motion sensors  
Check emergency hand release button  
Checking guidance block  
Check wheel assembly  
Check belt tension and return wheel  
Check the automation switch  
Perform full functional test

**NB : The service of this equipment is required quarterly or as and when required**

**(g) Motorized Gate**

Check the operation of the motor  
Check the batteries  
Check the sensors  
Check auto reverse function  
Check and clean the track  
Perform full functional test  
Check lubrication  
Check gate control

**NB : The service of this equipment is required quarterly or as and when required**

**NB: Please note that we are looking at the full servicing and maintenance of the security equipment not limited to the above mentioned system checks.**

Service rates shall apply for all preventative maintenance as per values agreed on the maintenance contract. The Contractor shall not be entitled to claim for payment for scheduled

items that have not been included in the monthly schedule and approved by the Employer or his representative. SABC reserves the right to remove security equipment from the schedule due to changes in operational requirements and the contract amount will be adjusted accordingly.

### 2.1.2 Reactive Maintenance

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

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

- General routine repairs and replacement of defective equipment on planned and emergency basis.
- Provide technical support for controllers and advise SABC on solutions
- Provide technical support on newly installed and future security equipment.
- Compile procedures and drawings on an ad-hoc basis when required.
- Perform equipment failure investigations and Root Cause Analysis
- Submit detailed report on breakdowns and repairs
- Training of internal staff and security personnel

## 2.2 Maintenance Management

### 2.2.1 Preventative Maintenance

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

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

### 2.2.1.1 Reactive Maintenance

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

#### **Response Time**

Response time shall be measured as the time taken from reporting the call, to the time taken by the artisan to arrive at the relevant piece of equipment.

The response to call outs shall be categorized according to the need for urgency in attending to the call out. All breakdowns **during and after working hours** shall be responded to as follows:

##### **(a) Emergency Response**

This shall be defined as an event that requires an immediate response or action to prevent and or mitigate against equipment damage, harm or injury to persons or property or to limit the disruption of services. The Contractor shall respond to an emergency call-out within **2hour**.

##### **(b) Urgent Response**

This shall mean any failure or repair requirement that could significantly affect the services or pose a danger if left unattended for a lengthy period of time. The Contractor shall respond to an urgent call-out within **4 hours**.

##### **(c) Routine Response**

This shall apply to other failures or repairs other than those requiring emergency and urgent response. These items shall be dealt with as unscheduled additional work items as requested by the SABC or authorized representative.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day.

SABC will hold the Contractor liable for any costs incurred as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

## **2.3 Modifications/ Improvement Process**

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

services or product liability issues.

Any change to the original service or product design must be approved by SABC prior to implementation.

A Request for Change needs to be submitted to SABC and approved prior to implementing the change.

The Contractor shall keep records of all requests and corresponding SABC approvals.

## **2.4 Performance Management**

Once deliveries of the component, system, or service have initiated, SABC will monitor the Contractor's performance to establish a trend of Continuous Improvement.

Quality of service or material and On-Time Delivery shall be the minimum metrics to be tracked for Contractor performance.

Resolution of non-conformances in the service to SABC will be addressed in a manner that will best support SABC 's standard requirements.

Expenses associated with Contractor non-conformances will be the responsibility of the Contractor

### **2.4.1 Key Performance Indicators**

SABC will monitor Contractor's performance and report on it on a regular basis.  
Contractor's Performance Indicators are as follows:

- (a) Service Quality: % defect free deliveries received
- (b) On-time delivery: % of complete service delivery and on time, based on agreed standards.
- (c) Adherence to agreed response times

Contractors are expected to work with SABC to improve performance and/or process capability where needed.

In cases of repeated poor performance or failure to improve, the contract shall be terminated.

### **2.4.2 Containment of Non-Conformity Supply of Service**

In the event a non-conforming material, component, system, or service is detected, SABC or its authorized representative will determine the best method of securing conformity to meet SABC's requirements such as:

- (a) Return the entire lot of non-conforming material, component or systems to Contractor.
- (b) Contractor to sort/rework/repair the non-conformance at SABC sites.

- (c) SABC to identify an external resource (certified by SABC to perform, sort/rework/repair at the cost of the Contractor).

#### **2.4.3 Cost Recovery**

Contractors shall assume the costs incurred by SABC, as a result of defective supplies, services or product liability issues.

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

#### **2.5 Warranty**

The warranty period shall be 12 months for all repairs and spares supplied by the service provider

#### **2.6 Key Personnel**

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Authorised SABC Representative at commencement of this Contract. This will, as a minimum, include all persons to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Engineer. The Authorized SABC Representative may request the replacement of any person with unsatisfactory performance or who fails to comply with this contract.

#### **2.7 Management of Meetings**

The Contractor will attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

#### **2.8 Communication**

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

#### **2.9 Health, Safety and Environment**

The appointed service provider shall comply with SABC's Health and Safety Systems.

All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons and equipment relating to this Contract.

Any work involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription

regarding the permit.

Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhealthy act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

Submission of the safety file: No document is required at the tendering stage. However, the safety file component should be factored in the pricing schedule to be submitted in response to the RFQ, as the preferred service provider will be required to furnish a copy of the aforementioned file prior to commencing with commencing.

## **2.10 Environmental Management**

The appointed service provider shall comply with SABC's Environmental Systems.

The Contractor / Service Provider remains solely responsible disposal and clean-up of any form of waste that is produced during the term of their contract at SABC.

The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

Proof of such disposal must be submitted to SABC.

## **2.11 Access**

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

# **3 Equipment Information**

## **3.1 Radio Campus**

Radio Office Block:									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal Detectors
K1	30	23	6		4	1	1	4	
K2									
K3	8	4				1			
Ground Floor	32	23		2	6		2		2
1 <sup>st</sup> Floor	10	2							
2 <sup>nd</sup> Floor	7	2							
3 <sup>rd</sup> Floor	13	5							
4 <sup>th</sup> Floor	6	2							
5 <sup>th</sup> Floor	4								
6 <sup>th</sup> Floor	10	2							
7 <sup>th</sup> Floor	4								
8 <sup>th</sup> Floor	6	1							
9 <sup>th</sup> Floor	5								
10 <sup>th</sup> Floor	7								
11 <sup>th</sup> Floor	7	3							
12 <sup>th</sup> Floor	4								
13 <sup>th</sup> Floor	6								
14 <sup>th</sup> Floor	5	3							
15 <sup>th</sup> Floor	5								
16 <sup>th</sup> Floor	4	4							
17 <sup>th</sup> Floor	5	5							
18 <sup>th</sup> Floor	4	4							
19 <sup>th</sup> Floor	4	4							
20 <sup>th</sup> Floor	6	2							
21 <sup>st</sup> Floor	4	2							
22 <sup>nd</sup> Floor	5								
23 <sup>rd</sup> Floor	5	2							
24 <sup>th</sup> Floor	4								
25 <sup>th</sup> Floor	5	6							
26 <sup>th</sup> Floor	4	1							
27 <sup>th</sup> Floor	6								
28 <sup>th</sup> Floor	5	3							
29 <sup>th</sup> Floor	6	4							
TOTALS	236	107	6	2	10	2	3	4	2

Radio Studios:									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal detectors
A1	34	75							
A2	7	6							
A3	26	59							
A3	7	8							
TOTALS	74	148							

TV Outside Broadcast:									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal detectors
K1	5	2		1					1
K2	16	17			1	2	1		
Store	6	3							
Truck 1	9	6							
Truck 2	7	3							
TOTALS	43	31		1	1	2	1		1

### 3.2 TV Campus

TV News:									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal Detectors
B1	8	2							
B2	2	8							
Reception B1	3	12			5				
Main Entrance	6						4		
S1	7	13							
S2	7	28							
S3									
S4	8	26							
TOTALS	41	89					4		

TV Office Block:									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal Detectors
S1	2	1							
S2	2	1							
S3	2	1							
S4	2	1							
S5	2	1							
S6	2	1							
S7	2	1							
S8	2	1							
S9	2	1							
S10	2	1							
S11	2	1							
TOTALS	22	11							

Henley:									
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Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal Detectors
Ground Floor	60	36	1				1	2	
1 <sup>st</sup> Floor	9	10							
2 <sup>nd</sup> Floor	43	41							
3 <sup>rd</sup> Floor									
4 <sup>th</sup> Floor	10	43							
<b>TOTALS</b>	<b>122</b>	<b>130</b>	<b>1</b>				<b>1</b>	<b>2</b>	

<b>Transport:</b>									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal Detectors
Transport GND	13	3	2						
Transport 1	1	3							
<b>TOTALS</b>	<b>14</b>	<b>6</b>	<b>2</b>						

<b>GSM:</b>									
Area	CCTV Cameras/PTZ	Biometrics Readers	Access Boom Gates	Security Booth	Speed gates	Turnstiles	X-Ray machines	Roller Shutter Doors	Metal Detectors
Transport GND	32	3	2						
Transport 1	9	17		1					
<b>TOTALS</b>	<b>14</b>	<b>6</b>	<b>2</b>						

#### 4. RFQ Response Information

##### Effective Date of Bid

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

#### 5. Costing

- The prices and rates in the Bill of quantities for Preventative Maintenance shall be treated as being fully inclusive of all labour, tools, materials, consumables, transport, overheads, liabilities, risks, obligations and profit as incurred or required by the contractor in carrying out the item.
- The base rates will be adjusted by 5% from the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year
- Unscheduled rates shall apply during breakdowns and repairs.
- The provisional sum belongs to the Project Manager and shall be used on and as and when required on a proven cost basis and % mark-up shall apply for all third - party items and services. The mark-up shall be calculated on the amount for each item or service excluding

VAT. Expenditure against the provisional sum shall be authorised by the Project Manager or his delegate.

Item	Description	Unit	Qty	Rate	Annual Amount
	<b>BILL A -QUARTERLY MAINTENANCE</b>				
<b>1.</b>	<b>Preventative Maintenance</b>				
<b>1.1</b>	<b>CCTV System:</b>				
1.1.1	Radio Office Block (K1-K3, Ground floor, 1st - 29th floor)	Sum	4		
1.1.2	Radio Studios (A1-A4)	Sum	4		
1.1.3	TVOB (K1-K2, Truck1-2)	Sum	4		
1.1.4	TV Office Block (S1-S11)	Sum	4		
1.1.5	TV News (B1, B2, Main Entrance, Reception B1, S1 -S4)	Sum	4		
1.1.6	Henley (Ground floor, 1st -4th floor)	Sum	4		
1.1.7	Group Sales and Marketing (GMS) -Ground Floor, 1st Floor	Sum	4		
1.1.8	Transport (Ground Floor and 1st Floor)	Sum	4		
	<b>Sub-Total</b>				
<b>1.2</b>	<b>Access Control (Biometrics, Boom Gates, speed gates, Turnstiles):</b>				
1.2.1	Radio Office Block (K1-K3, Ground floor, 1st - 29th floor)	Sum	4		
1.2.2	Radio Studios (A1-A4)	Sum	4		
1.2.3	TVOB (K1-K2, Truck1-2)	Sum	4		
1.2.4	TV Office Block (S1-S11)	Sum	4		
1.2.5	TV News (B1, B2, Main Entrance, Reception B1, S1 -S4)	Sum	4		
1.2.6	Henley (Ground floor, 1st -4th floor)	Sum	4		
1.2.7	Group Sales and Marketing (GMS)	Sum	4		
1.2.8	Transport (Ground Floor and 1st Floor)	Sum	4		
	<b>Sub-Total</b>				
<b>1.3</b>	<b>X-Ray Machines</b>	Each	40		
<b>1.4</b>	<b>Automated sliding doors</b>	Each	13		
<b>1.5</b>	<b>Motorized gates</b>	Each	3		
<b>1.6</b>	<b>Metal Detectors</b>	Each	40		
<b>1.7</b>	<b>Roller Doors</b>	Each	40		
<b>1.8</b>	<b>Electric Fence</b>	Sum	4		

	<b>TOTAL TO BE CARRIED TO SUMMARY SCHEDULE</b>				
Item	Description	Unit	QTY	Rate	Amount
	<b>BILL B</b>				
<b>2.</b>	<b>Ad-Hoc Service/Maintenance</b>				
<b>2.1</b>	<b>Unscheduled Rates</b>				
2.1.1	Labour Rate (Technician) Monday to Friday	Rands/hour	36		
2.1.2	Labour Rate Technician) Weekend and Public Holidays	Rands/hour	36		
2.1.3	Technical Assistant (Monday to Friday)	Rands/hour	36		
2.1.4	Technical Assistant (Weekend and Public Holidays)	Rands/hour	36		
2.1.5	Call-Out Rate (Monday to Friday)	Rands/hour	36		
2.1.6	Call-Out Rate (Weekend and Public Holidays)	Rands/hour	36		
2.1.7	Transport to and from the SABC	Per Trip	36		
	<b>TOTAL TO BE CARRIED TO THE SUMMARY SCHEDULE</b>				
<b>3.</b>	<b>Provisional Sum</b>				
3.1	Supply of spares and any additional work not covered under preventative maintenance	Sum	1	R500 000.00	R500 000.00
	<b>TOTAL TO BE CARRIED TO THE SUMMARY SCHEDULE</b>				
	<b>R500 000.00</b>				
	<b>NB: These rates shall only apply on an ad-hoc basis during breakdowns and repairs, and a percentage mark-up shall apply for all third-party materials or services.</b>				

4.	Summary Schedule	
Item	Description	Amount
4.1	Preventative Maintenance	
4.2	Ad-hoc Service/ Maintenance	
4.3	Provisional Sum	R500 000.00
	<b>Sub-Total (Year 1)</b>	
4.4	Sub Total year 2 (year 1 plus CPI escalation*)	_____ x 1,05 =
4.5	Sub Total year 3 (year 2 plus CPI escalation*)	_____ x 1,05 =
4.6	Sub Total year 4 (year 3 plus CPI escalation*)	_____ x 1,05 =
4.7	Sub Total year 5 (year 4 plus CPI escalation*)	_____ x 1,05 =
	<b>Subtotal</b>	<b>Sum of year 1 to 5 =</b> _____
4.8	VAT (15%)	
4.9	<b>Total</b>	
<b>To be carried to the form of offer</b>		<b>4 years' Total Amount plus VAT =</b> _____

NB: Base rates will be increased by 5% from the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year.

Mark up (third party procured items/services) on materials and spares:

<b>MARK-UP ON MATERIALS</b>	
<b>VALUE of MATERIAL</b>	<b>% MARK-UP</b>
R0 up to R9 999.99	20%
R10 000.00 up to R49 999.99	18%
R50 000.00 up to R99 999.99	15%
R100 000.00 up to R199 999.99	10%
R200 000.00 and above.	10%

NB: Service provider to submit three quotations for third-party items or services

## 6. Duration of the Contract

Five (5) years contract

## 7. Evaluation criteria

### 7.1 BBBEE and Price

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

### 7.2 Technical Evaluation

- The tender submission will be technically evaluated out of **100**
- A minimum threshold of **70 out of a maximum of 100** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and therefore will not continue forward for evaluation of BBBEE & Price Preference.

### 7.3 Objective Criteria

- 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.

<b>Evaluation Area</b>	<b>Evaluation Criteria –</b>	<b>Min Points</b>	<b>Max Points</b>
Company experience in the servicing and maintenance of security systems	<b>Bidder to provide a company profile indicating number of years in the servicing and maintenance of security systems</b> - Less than 3 years' experience = 0 - 3 to 5 years' experience = 10 points	<b>15</b>	<b>20</b>

	<ul style="list-style-type: none"> <li>- 6 to 9 years' experience = 15 points</li> <li>- Over 10 years = 20 points</li> </ul>		
Reference letters from different clients you recently provided service and maintenance of security systems in the last Ten years. Provide reference letter that are not older than ten years	<p><b>Provide reference letters on clients letterhead with contact person's name, contact number of client and or email address, it must be signed and must state the nature of work performed.</b></p> <ul style="list-style-type: none"> <li>- less than 3 Letters <b>(0 points)</b></li> <li>- 3 Letters <b>(15 points)</b></li> <li>- 4 or more Letters <b>(20 points)</b></li> </ul>	15	20
<p>Provide CV and certified copies of qualifications for a professional service and maintenance of security systems with proof of valid registration with the (Private Security Industry Regulation Authority) PSIRA.</p> <p>Provide CV for technician and proof of registration with Private Security Industry Regulation Authority) PSIRA.</p> <p>Provide CV for supervisor and proof of registration with Private Security Industry Regulation Authority) PSIRA.</p> <p>Health and Safety Service provider must provide proof of registration with the Department of Health SAHPRA (South African Health Products Regulatory Authority) Radiation control</p>	<p><b>Provide CV and certified copies of qualifications for a professional service and maintenance of security systems with proof of valid registration with the Private Security Industry Regulation Authority) PSIRA</b></p> <p>Technician CV should indicate minimum of three years experience in servicing and maintenance of CCTV, access control, electric fencing and X-ray machines.</p> <ul style="list-style-type: none"> <li>- less than 3 year experience <b>(0 points)</b></li> <li>- 3 year experience <b>(10 points)</b></li> <li>- 4 years' experience or more <b>(15 points)</b></li> </ul> <p>Supervisor CV should indicate minimum of five years experience in servicing and maintenance of CCTV, access control, electric fencing and X-ray machines</p> <ul style="list-style-type: none"> <li>- less than 5 year experience <b>(0 points)</b></li> <li>- 5 year experience <b>(5 points)</b></li> <li>- 6 years' experience or more <b>(10 points)</b></li> </ul> <p><b>Note: CV without any of the three element (CV copies of qualification and provide of registration with PSIRA) shall not be allocated points</b></p> <p><b>Bidder are required to provide proof of registration with the Department of Health SAHPRA</b></p>	<p>10</p> <p>10</p> <p>20</p>	40

	(South African Health Products Regulatory Authority) Radiation control in a form of certificate or a letter		
	Proof provided = 20 No proof = 0		
<b>Total</b>		<b>70</b>	<b>100</b>

## 8. ADJUDICATION USING A POINT SYSTEM

- 8.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 8.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 8.3 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.
- 8.4 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
- 8.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

## 9. POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

$P_s$  = 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

### B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

#### B-BBEE Status Level of Contributor Number of Points

B-BBEE Status level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

<b>Non-compliant contributor</b>	<b>0</b>
----------------------------------	----------

- I. 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.
- II. 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.
- III. 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
- IV. 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.
- V. 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.
- VI. A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intend 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.
- VII. 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.

## **10. COMMUNICATION**

Respondents are warned that a response will be disqualified should any attempt be made by a tenderer either directly or indirectly to canvass any officer(s) or employees of SABC in respect of a tender, between the closing date and the date of the award of the business.

All enquiries relating to this RFQ should be emailed three days before the closing date.

## **11. CONDITIONS TO BE OBSERVED WHEN TENDERING**

11.1 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.

11.2 No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.

11.3 The Corporation reserves the right to:

**Not evaluate and award submissions that do not comply strictly with his RFQ document.**

**Make a selection solely on the information received in the submissions and**

- Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
- Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
- Award a contract to one or more bidder(s).
- Accept any tender in part or full at its own discretion.
- Cancel this RFQ or any part thereof at any time.
- Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs, aligned to the BBBEE & Preference Point system.

## **12. 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.



## **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 | - | Schedule of Equipment                                       |
| Annexure D | - | Previous completed projects                                 |
| Annexure E | - | Current projects  |
| Annexure F | - | Reference Form  |
| Annexure G | - | Key personnel   |
| Annexure H | - | CIDB registration certificate                               |
| Annexure I | - | Proof of address  |
| Annexure J | - | Warranty confirmation letter                                |

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	

**CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS****1. CONSORTIUMS AND JOINT VENTURES**

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

**2 SUB-CONTRACTING**

- 2.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 2.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.3 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**3 DECLARATION OF SUB-CONTRACTING**

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

\_\_\_\_\_  
SIGNATURE OF DECLARANT\_\_\_\_\_  
TENDER NUMBER\_\_\_\_\_  
DATE\_\_\_\_\_  
POSITION OF DECLARANT\_\_\_\_\_  
NAME OF COMPANY OR TENDERER

Schedule of equipment

	Description	Make and Type	Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

NB: Attach registration vehicle registration certificate

## ANNEXURE “D”

## Previous completed projects

COMPANY EXPERIENCE AND REFERENCES							
		Client Reference			Projects Value	Dates	
Project Details/Contract description	Client	Name	Contact Number	Email	(Rands)	Start	End
Signed on behalf of the tenderer:					Date:		
Name:					Position:		

The schedule must be signed to confirm that the information provided above is correct.

Current projects

COMPANY EXPERIENCE AND REFERENCES							
		Client Reference			Projects Value	Dates	
Project Details/Contract description	Client	Name	Contact Number	Email	(Rands)	Start	End
Signed on behalf of the tenderer:					Date:		
Name:					Position:		

The schedule must be signed to confirm that the information provided above is correct.

**“ANNEXURE F”****REFERENCE FORM**

**It is critical to complete the form fully. SABC Will not give scores for incomplete forms**

**Referee Company Legal Name:**

**Bid Description (Referee provided for):**

**Describe the Services/ Work Done:**

**Project Start Date:**

**Project End Date:**

**Contract Amount:**

**Rate Service Provider (Put a mark to the relevant score)**

Indication	Excellent	Very Good	Good	Poor	Unacceptable
Score	5	4	3	2	1

**Referee Contact Person:**

**Referee Designation:**

**Referee Contact Number:**

**Referee Email:**

I hereby declare that to the best of my knowledge, information completed above is true and correct.

**Bidder's Referee Signature:**

**Date:**

**COMPANY STAMP**

**NB: Failure to provide 3 references in prescribed format will be non-responsive**

**“ANNEXURE G”****KEY PERSONNEL**

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

*[NB. The Curricula Vitae of the listed personnel together with trade test certificates are to be attached to this page which will be evaluated when scoring quality (Technical Offer) Clause F3.11.9.]*

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

<b>CATEGORY OF EMPLOYEE</b>	<b>NAME AND SURNAME</b>	<b>YEARS OF EXPERIENCE (In trade)</b>	<b>QUALIFICATIONS</b>
<b>Technician: CCTV and Access Control</b>			
<b>Technician: X-Ray Machines</b>			
<b>Registered Electric Fence Installer</b>			

**NB: The successful service provider will be required to submit the registration of the electric fence installer on appointment.**

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



**“ANNEXURE H”**

**PROOF OF PHYSICAL ADDRESS**

The tenderer shall attach to this form an original / certified copy of physical address of the company/business entity.

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

**“ANNEXURE I”**

**WARRANTY CONFIRMATION LETTER**

The tenderer shall attach to this form warranty confirmation letter.

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

**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?</p> <p>(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><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>	Yes <input type="checkbox"/>	No <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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	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

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

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

**SBD 9**

## 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

**SBD 9**

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.

## SBD 9

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