



**SOUTH AFRICAN BROADCASTING SABC SOC LIMITED
("the SABC")
REQUEST FOR PROPOSAL (RFP)**

RFP NUMBER: RFP/IT/2024/1

RFP TITLE: ADOBE CREATIVE CLOUD LICENCE RENEWAL FOR A PERIOD OF 03 YEARS.

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	30 January 2024
Bid Documents Available From	National Treasury's tender portal (http://www.etenders.gov.za) SABC Website (http://www.sabc.co.za/sabc/tenders/)
Briefing Session Date & Time.	No briefing session
Bid Closing Date and Time	29 February 2024 @ 12:00 PM
Contact details	tenderqueries@sabc.co.za
Preference point system	80/20 Preferential Point system

1 Required Documents

- 1.1 DOCUMENT CONTROL SARS "PIN" TO VALIDATE SUPPLIER'S TAX MATTERS
- 1.2 ORIGINAL OR CERTIFIED COPY OF VALID BBBEE CERTIFICATE (FROM SANAS ACCREDITED VERIFICATION AGENCY)
- 1.3 ALL EME'S AND 51% BLACK OWNED QSE'S ARE ONLY REQUIRED TO OBTAIN A SWORN AFFIDAVIT ON AN ANNUAL BASIS, CONFIRMING THE FOLLOWING.
 - 1.3.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
 - 1.3.2 Level of Black Ownership

Note 1:

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

Note 2:

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

- 1.4 PROOF OF VALID TV LICENSE STATEMENT (COMPANY'S, SHAREHOLDERS AND ALL DIRECTORS'), OR AFFIDAVIT PROVING THAT COMPANY AND/OR OFFICIALS ARE NOT IN POSSESSION OF TV LICENCE. VERIFICATION WILL ALSO BE DONE BY THE SABC INTERNALLY.
- 1.5 CERTIFIED COPY OF COMPANY REGISTRATION DOCUMENT THAT REFLECT COMPANY NAME, REGISTRATION NUMBER, DATE OF REGISTRATION AND ACTIVE DIRECTORS OR MEMBERS.
- 1.6 CERTIFIED COPY OF SHAREHOLDERS' CERTIFICATES.
- 1.7 CERTIFIED COPY OF ID DOCUMENTS OF THE DIRECTORS OR MEMBERS.
- 1.8 LAST THREE YEARS AUDITED/REVIEWED FINANCIAL STATEMENTS OR THE COMPANIES MANAGEMENT ACCOUNTS.

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

THE WINNING BIDDER IS REQUIRED TO MAINTAIN OR IMPROVE THE BEE LEVEL AT WHICH THE TENDER WAS AWARDED

NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO IS NOT REGISTERED ON CSD.

2 Mandatory Document

- A. Bidder must submit verifiable accredited Adobe Partner/Reseller letter or certificate (at Certified, Gold or Platinum level). The SABC reserves the right to verify the partnership through the Adobe Partner Connection Program.

NB: FAILURE TO SUBMIT MANDATORY DOCUMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION

2.1 CONTENTS

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

1 Document A**CONDITIONS TO BE OBSERVED WHEN BIDDING****LODGING OF PROPOSALS**

- 1.1** BIDDERS ARE REQUIRED TO COMPLETE AND SIGN THE RFP DOCUMENT AND INITIAL ALL PAGES (INCLUDING PROPOSAL AND BROCHURES).
- 1.2** DURING THE COVID-19 PANDEMIC, BIDDERS MAY SUBMIT BIDS IN THE TENDER BOX OR ELECTRONICALLY UNTIL FURTHER NOTICE AS FOLLOWS:

1.2.1 Tender box submission

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

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

Physical Address: SABC Auckland Park, Radio Park building.

1.2.2 Electronic Submission

Bids submitted electronically must adhere to the following:

The single point of entry is RFPSubmissions@sabc.co.za.

Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions, or additions.

Financial/pricing information must be presented in a separate attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.

All electronic submissions must be prominently marked with the full details of the tender in the email subject line namely Bidder's Name, Tender No and Tender Title.

Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email

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

1.3 THE SABC WILL NOT BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN THE EMAIL TRANSMISSION OR RECEIPT OF THE EMAIL INCLUDING BUT NOT LIMITED TO:

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

- 1.4** BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. BIDS NOT RECEIVED IN A SPECIFIED MANNER, AND BY THE SPECIFIED TIME AND DATE AS SET OUT IN THIS RFP DOCUMENT WILL BE REJECTED. THE BID BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.

2 Compliance with Conditions of Proposal

2.1 NO ALTERATION, AMENDMENT OR VARIATION OF THE SUBMITTED PROPOSAL BY THE CLOSING DATE OF THIS BID SHALL BE PERMITTED, UNLESS OTHERWISE AGREED IN WRITING BY BOTH THE SABC AND THE BIDDER. SHOULD THE BIDDER DESIRE TO

2.2 MAKE ANY AMENDMENTS TO THE CONDITIONS OF THEIR PROPOSAL DOCUMENT, THEY SHALL STIPULATE UPFRONT IN THEIR PROPOSAL DOCUMENT. THE SABC RESERVES THE RIGHT TO REJECT SUCH BID DOCUMENT.

3 Compliance with Technical Specifications

3.1 ALL BIDDERS ARE REQUIRED TO SUBMIT BIDS IN ACCORDANCE WITH STIPULATED TECHNICAL SPECIFICATION AS INDICATED ON THIS BID DOCUMENT. FAILURE TO COMPLY WITH THE REQUIRED TECHNICAL SPECIFICATION WILL RESULT IN DISQUALIFICATION.

4 Schedule Of Quantities

4.1 BIDDERS ARE REQUIRED TO SUBMIT A DETAILED SCHEDULE OF QUANTITIES INDICATING HOW THE BID AMOUNT IS COMPOSED. THIS SCHEDULE SHALL CONTAIN ITEMISED DESCRIPTIONS, QUANTITIES, AND UNIT PRICES.

5 BID Prices

5.1. NO CHANGE IN THE SUBMITTED BID PRICES SHALL BE ACCEPTED AND/OR APPROVED BY THE SABC AFTER RECEIPT AND BEFORE AWARD OF THIS BID.

5.2. ALL PRICES ARE TO BE QUOTED IN THE REPUBLIC OF SOUTH AFRICAN RAND WITH VAT AS A SEPARATE ITEM.

5.3. ALL LOCAL SUPPLIERS QUOTING IN FOREIGN CURRENCY MUST CONVERT THE CURRENCY TO RANS AND INDICATE THE EXCHANGE RATE APPLICABLE. THE LOCAL SUPPLIERS MUST PROVIDE REASONS WITH EVIDENCE WHY THEY ARE QUOTING IN FOREIGN CURRENCY

5.4. THE PRICES QUOTED SHOULD BE INCLUSIVE OF ALL COSTS NEEDED TO PERFORM THE SPECIFIED SERVICES, NOT LIMITED TO, ALL KINDS OF LOCAL GUARANTEED BONDS, TAXES AND DUTIES, CUSTOMS, CUSTOMS CLEARANCE,

5.5. INLAND TRANSPORTATION, STORAGE, UNPACKING, POSITIONING, INSTALLATION, INTEGRATION AND TESTING. THE PRICES QUOTED SHOULD BE INCLUSIVE OF ALL COSTS FOR THE DURATION OF THE PROJECT.

5.6. THIS BID DOCUMENT IS NOT AN OFFER TO PURCHASE, ORDER OR CONTRACT.

5.7. PRICES MUST BE FIXED FOR THE FIRST YEAR AND SHALL, WHERE APPLICABLE, BE SUBJECT TO AN INCREASE OF NOT MORE THAN THE APPLICABLE CPI.

5.8. BID PRICES FOR SUPPLIES IN RESPECT OF WHICH INSTALLATION/ERECTION/ASSEMBLY IS A REQUIREMENT, SHALL INCLUDE ALL COSTS ON A BASIS OF DELIVERY ON SITE AS SPECIFIED

5.9 BID PRICES SHALL, WHERE NECESSARY, INCLUDE PACKAGING. IF DESIRED, PACKAGING MATERIAL MAY BE RETURNED TO THE BIDDER PROVIDED THE AMOUNT OF CREDIT THAT WILL BE ALLOWED FOR THE RETURNABLE PACKAGING IS SHOWN AGAINST EACH ITEM CONCERNED.

5.10 . ANY RESPONSE SUBMITTED BY A BIDDER IS SUBJECT TO NEGOTIATION AND REVIEW BY THE SABC.

6 Source Of Service and Material

6.1 IN THE CASE OF EQUIPMENT/GOODS, WHICH ARE PARTIALLY OR COMPLETELY DESIGNED AND/OR MANUFACTURED IN THE REPUBLIC OF SOUTH AFRICA, BIDDERS SHALL STATE THE LOCAL CONTENT PERCENTAGE.

6.2 DOCUMENTATION CERTIFYING THE LOCAL CONTENT PERCENTAGE SHALL BE SUBMITTED.

7 Acceptance of Proposals

7.1 THE SABC DOES NOT BIND ITSELF TO ACCEPT THE LOWEST OR ANY BID/PROPOSAL, NOR SHALL IT BE RESPONSIBLE FOR OR PAY ANY EXPENSES OR LOSSES WHICH MAY BE INCURRED BY THE BIDDERS IN THE PREPARATION AND DELIVERY OF ITS/HIS/HER BID/PROPOSAL. THE SABC RESERVES THE RIGHT TO ACCEPT A

SEPARATE BID/PROPOSAL OR SEPARATE BIDS/PROPOSALS FOR ANY ONE OR MORE OF THE SECTIONS OF A SPECIFICATION. THE SABC ALSO RESERVES THE RIGHT TO WITHDRAW THE BID AT ANY STAGE.

7.2 NO BID SHALL BE DEEMED TO HAVE BEEN ACCEPTED UNLESS AND UNTIL A FORMAL CONTRACT/ LETTER OF AWARD IS PREPARED AND SIGNED.

7.3 THE SABC RESERVES THE RIGHT, SHOULD IT DEEM IT NECESSARY, TO MONITOR EVERY STAGE OF THE CONTRACT TO ENSURE:

- that the directors who were awarded the bid are in control of the company and/or that changes in directors does not affect delivery of the goods/services/work adversely;
- that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
- that in the event that the bid or any part thereof is to be subcontracted to another company or organisation after the bid was awarded, the Bidders must immediately advise the SABC and the SABC shall approve same as it deems fit;
- successful delivery of the goods/services/works in terms of the contract, or timeous termination of the contract should such action be in the best interest of the SABC;
- audit the successful Bidder's contract from time to time.

7.4 THIS BID WILL REMAIN VALID 180 (ONE HUNDRED AND EIGHTY) DAYS FROM THE DATE OF BID CLOSING.

8 DEFAULT BY BIDDERS

- 8.1** IF BIDDERS PURPORT TO WITHDRAW THEIR BID(S)/PROPOSALS WITHIN THE PERIOD FOR WHICH THEY HAVE AGREED THAT THEIR BID/PROPOSAL SHALL REMAIN OPEN FOR ACCEPTANCE, OR FAILS TO ENTER INTO A WRITTEN CONTRACT WHEN CALLED UPON TO DO SO, OR FAILS TO ACCEPT AN ORDER IN TERMS OF THE BID, THE SABC MAY, WITHOUT PREJUDICE TO ANY OTHER LEGAL REMEDY WHICH IT MAY HAVE, ACCEPT THEIR BID(S) NOTWITHSTANDING THE PURPORTED WITHDRAWAL, OR PROCEED TO ACCEPT ANY OTHER LESS FAVOURABLE BID OR CALL FOR BIDS AFRESH AND MAY RECOVER FROM THE DEFAULTING BIDDERS ANY ADDITIONAL EXPENSE IT HAS INCURRED FOR THE CALLING FOR NEW BIDS OR THE ACCEPTANCE OF ANY LESS FAVOURABLE BID.

9 AMPLIFICATION OF PROPOSALS

- 9.1** THE SABC MAY, AFTER THE OPENING OF BIDS, CALL ON THE BIDDER TO AMPLIFY IN WRITING ANY MATTER WHICH IS NOT CLEAR IN THE BIDDER'S SUBMISSION AND SUCH AMPLIFICATION SHALL FORM PART OF THE ORIGINAL BID.
- 9.2** IN THE EVENT OF THE BIDDERS FAILING TO SUPPLY SUCH INFORMATION WITHIN THE SPECIFIED TIMEFRAME, THE BID WILL BE LIABLE TO REJECTION.
- 9.3** THE SABC RESERVES THE RIGHT TO:
- not evaluate and award bids that do not comply strictly with this bid document;
 - make a selection solely on the information received in the bids;
 - enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
 - contact any Bidder during the evaluation process, in order to clarify any information, without informing any other Bidders. During the evaluation process, no change in the content of the bid shall be sought, offered or permitted;
 - award a contract to one or more Bidder(s);
 - accept any bid in part or full at its own discretion; and
 - cancel this bid or any part thereof at any time.

SHOULD BIDDER(S) BE SELECTED FOR FURTHER NEGOTIATIONS, THEY WILL BE CHOSEN ON THE BASIS OF THE GREATEST BENEFIT TO THE SABC AND NOT NECESSARILY ON THE BASIS OF THE LOWEST COSTS

10 IMPORT/EXPORT PERMITS

- 10.1** BIDDERS ARE REQUIRED TO INCLUDE COMPLETE INFORMATION ON EQUIPMENT AND/OR COMPONENTS REQUIRING EXPORT/IMPORT PERMITS.

11 COST OF BIDDING

- 11.1** THE BIDDER SHALL BEAR ALL COSTS AND EXPENSES ASSOCIATED WITH PREPARATION AND SUBMISSION OF ITS BID/PROPOSAL, AND THE SABC SHALL UNDER NO CIRCUMSTANCES BE RESPONSIBLE OR LIABLE FOR ANY SUCH COSTS,

REGARDLESS OF, WITHOUT LIMITATION, THE CONDUCT OR OUTCOME OF THE BIDDING, EVALUATION, AND SELECTION PROCESS.

12 COMMUNICATION

12.1 THE SABC HAS PROVIDED A SINGLE POINT OF ENTRY FOR ANY QUESTIONS OR QUERIES THAT THE BIDDER MAY HAVE. ALL QUERIES MUST BE SUBMITTED IN WRITING AND DIRECTED TO AUTHORISED CONTACT PERSON. UNAUTHORISED COMMUNICATION WITH ANY OTHER PERSONNEL OR MEMBER OF STAFF OF THE SABC, REGARDING THIS BID IS STRONGLY DISCOURAGED AND WILL RESULT IN DISQUALIFICATION OF THE RESPECTIVE BIDDER'S BID/PROPOSAL SUBMISSION

12.2 SHOULD THERE BE A DIFFERENCE OF INTERPRETATION BETWEEN THE BIDDER AND SABC; SABC RESERVES THE RIGHT TO MAKE A FINAL RULING ON SUCH INTERPRETATION.

12.3 THE CLOSING TIME FOR CLARIFICATION OF QUERIES IS 3 (THREE) DAYS BEFORE THE DEADLINE FOR BID/PROPOSAL SUBMISSION. THE BIDDERS SHOULD TAKE NOTE THAT QUESTIONS TOGETHER WITH RESPONSES WILL BE SENT TO ALL BIDDERS WHO ATTENDED COMPULSORY BRIEFING SESSION.

13 AUTHORISED CONTACT PERSONS

13.1 ALL ENQUIRIES IN RESPECT OF THIS BID MUST BE ADDRESSED TO:

Tender Office

SCM Division

Radio Park Office Block

Henley Road

Auckland Park

Johannesburg

South Africa

E-mail: tenderqueries@sabc.co.za

14 BROAD-BASED ECONOMIC EMPOWERMENT

14.1 ACCORDING TO THE 2013 B-BBEE REVISED CODED OF GOOD PRACTICE THE EXEMPTED MICRO ENTERPRISE (EME) IS ONLY REQUIRED TO PRODUCE A SWORN AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATHS AS PER THE REQUIREMENT

IN THE JUSTICE OF PEACE AND COMMISSIONERS OF OATHS ACT,1963(ACT NO.61 OF 1963) OR THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION("CIPC") CERTIFICATE ON AN ANNUAL BASIS.

14.2 BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A VERIFICATION AGENCY ACCREDITED BY SANAS.

14.3 ONLY SOUTH AFRICAN ACCREDITATION SYSTEMS (SANAS) IS THE AUTHORISED BODY TO ISSUE B-BBEE CERTIFICATES

14.4 IRBA AND ACCOUNTING OFFICERS ARE NOT ALLOWED TO ISSUE B-BBEE AFFIDAVIT OR CERTIFICATES TO EMES AND QSES AS IT WAS UNDER 2007 CODES

14.5 EME'S AND QSE'S MUST SUBMIT AN AFFIDAVIT CONFIRMING THAT THE ENTITY'S TURNOVER IS BELOW R10 MILLION AND PERCENTAGE OF BLACK OWNERSHIP TO CLAIM BBEE POINTS

14.6 QSES HAVE TO COMPLY WITH ALL ELEMENTS

14.7 START-UP ENTERPRISES ARE VERIFIED SIMILAR TO EMES, BUT CAN OPT TO BE RATED USING THE QSE AND GENERIC SCORECARD

14.8 QSE WITH AT LEAST 51% BLACK OWNERSHIP OR ABOVE ARE ONLY REQUIRED TO OBTAIN AN AFFIDAVIT ON AN ANNUAL BASIS WITH A CONFIRMATION OF TURNOVER AND BLACK OWNERSHIP

14.9 A TRUST, CONSORTIUM OR JOINT VENTURE, WILL QUALIFY FOR POINTS FOR THEIR B-BBEE STATUS LEVEL AS A LEGAL ENTITY, PROVIDED THAT B-BBEE STATUS LEVEL CERTIFICATE UNDER THE CONSORTIUM NAME IS SUBMITTED.

14.10 A TRUST, CONSORTIUM OR JOINT VENTURE WILL QUALIFY FOR POINTS FOR THEIR B-BBEE STATUS LEVEL AS AN UNINCORPORATED ENTITY, PROVIDED THAT THE ENTITY SUBMITS THEIR CONSOLIDATED B-BBEE SCORECARD AS IF THEY WERE A GROUP STRUCTURE AND THAT SUCH A CONSOLIDATED B-BBEE SCORECARD IS PREPARED FOR EVERY SEPARATE BID

14.11 TERTIARY INSTITUTIONS AND PUBLIC ENTITIES WILL BE REQUIRED TO SUBMIT THEIR B-BBEE STATUS LEVEL CERTIFICATES IN TERMS OF THE SPECIALIZED SCORECARD CONTAINED IN THE B-BBEE CODES OF GOOD PRACTICE.

14.12 A BIDDER WILL NOT BE AWARDED POINTS FOR B-BBEE STATUS LEVEL IF IT IS INDICATED IN THE BID DOCUMENTS THAT SUCH A BIDDER INTENDS SUB-CONTRACTING MORE THAN 25% OF THE VALUE OF THE CONTRACT TO ANY OTHER ENTERPRISE THAT DOES NOT QUALIFY FOR AT LEAST THE POINTS THAT SUCH A BIDDER QUALIFIES FOR, UNLESS THE INTENDED SUB-CONTRACTOR IS AN EME THAT HAS THE CAPABILITY AND ABILITY TO EXECUTE THE SUB-CONTRACT.

14.13 A BIDDER AWARDED A CONTRACT MAY NOT SUB-CONTRACT MORE THAN 25% OF THE VALUE OF THE CONTRACT TO ANY OTHER ENTERPRISE THAT DOES NOT HAVE AN EQUAL OR HIGHER B-BBEE STATUS LEVEL THAN THE PERSON CONCERNED, UNLESS THE CONTRACT IS SUB-CONTRACTED TO AN EME THAT HAS THE CAPABILITY AND ABILITY TO EXECUTE THE SUB-CONTRACT.

15 MISREPRESENTATION AND FRONTING IS PROHIBITED

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

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

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

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

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

END OF DOCUMENT A

2 Document B

GENERAL CONDITIONS OF THE BID/PROPOSAL

1.0 COMPLIANCE WITH COMPLETION OF PROPOSAL

15.1 THE BID FORMS SHOULD NOT BE RETYPED OR REDRAFTED, BUT PHOTOCOPIES MAY BE PREPARED AND USED.

15.2 BID FORMS MUST BE SIGNED IN THE ORIGINAL FORM; IN INK AND FORMS WITH PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURE WILL BE REJECTED.

15.3 SHOULD BID FORMS NOT BE FILLED IN BY MEANS OF MECHANICAL DEVICES, FOR EXAMPLE TYPEWRITERS, INK, PREFERABLY BLACK, MUST BE USED TO FILL IN BID.

15.4 BIDDERS SHALL CHECK THE NUMBERS OF THE PAGES AND SATISFY THEMSELVES THAT NONE ARE MISSING OR DUPLICATED. NO LIABILITY SHALL BE ACCEPTED IN REGARD TO CLAIMS ARISING FROM THE FACT THAT PAGES ARE MISSING OR DUPLICATED. INCOMPLETE BIDS WILL RESULT IN DISQUALIFICATION.

16 COMPLIANCE WITH COMPLETION OF PROPOSAL

16.1 UNLESS A DEPARTURE IS CLEARLY STATED BY THE BIDDER AT THE TIME OF BIDDING, THE WORKS SHALL BE TAKEN AS COMPLYING IN DETAIL WITH THE TECHNICAL SPECIFICATIONS, AND THE BIDDER SHALL BE HELD LIABLE ON ALL THE TERMS AND CONDITIONS OF THE CONTRACT AS IF THIS BID CONTAINED NO DEPARTURES. TECHNICAL SPECIFICATIONS CONTAINED IN ANY BROCHURES, OR ANY OTHER DESCRIPTIONS SUBMITTED SHALL APPLY FOR ACCEPTANCE TEST PURPOSES.

17 WARRANTY

3.1 IF THERE ARE ANY DEFECTS ARISING FROM FAILURE OF GOODS TO MEET THE SPECIFICATIONS WITHIN THE PERIOD SPECIFIED IN THE CONTRACT, THE BIDDER SHALL REPLACE THE DEFECTIVE ITEMS AT HIS EXPENSE OR SHALL REFUND THE SABC SUCH COSTS AS THE SABC MAY INCUR IN REPLACING SUCH DEFECTIVE ITEM. THE BIDDER SHALL ALSO BEAR THE COST OF TRANSPORTING REPLACED/REPAIRED ITEMS TO THE PLACE OF DESTINATION.

18 INSPECTION

4.1 THE BIDDER SHALL PERMIT AND ASSIST THE SABC'S REPRESENTATIVES IN CARRYING OUT ANY INSPECTIONS THAT ARE CALLED FOR IN THE PROPOSAL OR SPECIFICATIONS.

19 PACKAGING

19.1 GOODS PURCHASED ON THIS BID MUST BE ADEQUATELY PROTECTED AND SECURELY PACKAGED DURING SHIPMENT AND UNTIL DELIVERY AT THE DESTINATION.

19.2 GOODS MUST BE CLEARLY MARKED WITH THE BIDDER'S NAME, DESCRIPTION OF CONTENTS AND THE SABC'S ORDER NUMBER AND DELIVERY ADDRESS.

20 RISK

20.1 THE BIDDER WILL BE RESPONSIBLE FOR LOSSES THAT SABC INCURRED DUE TO BIDDER'S NEGLIGENCE OR INTENTION AND BIDDER MUST PROVIDE LIABILITY INSURANCE. THIS WILL BE A CONDITION OF CONTRACT.

21 DELIVERY

21.1 DELIVERY WILL BE TO THE STORES OF THE SABC AUCKLAND PARK, JOHANNESBURG, REPUBLIC OF SOUTH AFRICA. THE CONTRACTUAL DELIVERY DATE MUST BE STRICTLY COMPLIED WITH AND EACH DELIVERY MUST BE PRECEDED OR ACCOMPANIED BY DELIVERY NOTE. IF DELIVERY DOES NOT TAKE PLACE WITHIN THE PERIOD STIPULATED, THE SABC MAY CANCEL THE CONTRACT CONCLUDED WITH THE BIDDER WITHOUT FURTHER NOTICE TO THE BIDDER AND WITH IMMEDIATE EFFECT WITHOUT PREJUDICE TO ANY OTHER COURSE OF ACTION AVAILABLE TO THE SABC TO RECOVER ANY DAMAGES OUT OF SUCH DELAY. RECEIPT OF THE GOODS BY THE SABC WILL NOT BE REGARDED AS ACCEPTANCE THEREOF UNTIL THE GOODS HAVE BEEN ACCEPTANCE TESTED IN COMPLIANCE WITH THE TECHNICAL SPECIFICATIONS.

22 PAYMENT

22.1 PAYMENT, IN CURRENCY OTHER THAN SOUTH AFRICAN RAND, WILL BE MADE BY MEANS OF A TELEGRAPHIC OR WIRED BANK TRANSFER.

THE BIDDER MUST PROVIDE:

- NAME AND ADDRESS OF THEIR BANK.
- COMPANY ACCOUNT NUMBER TO BE CREDITED.
- SORT/SWIFT CODE OF BANK.

22.2 THE SABC'S STANDARD PAYMENT TERMS ARE 60 DAYS FROM DATE OF INVOICE.

23 ASSIGNMENT OF CONTRACT

23.1 THE BIDDER SHALL NOT HAVE THE RIGHT TO CEDE ANY RIGHT OR DELEGATE ANY OBLIGATION IN TERMS OF THIS CONTRACT TO ANY THIRD PARTY UNLESS WITH THE PRIOR WRITTEN APPROVAL OF THE SABC

24 PROPOSALS ARE CONSIDERED TO BE BINDING ON THE BIDDERS

24.1 REPRESENTATIONS MADE IN THE BID/PROPOSAL, INCLUDING CLAIMS MADE IN RESPECT OF COMMITMENTS TO DATES OF DELIVERY, SHALL BE CONSIDERED BINDING ON THE BIDDER ON ACCEPTANCE OF THE BID/PROPOSAL BY THE SABC AND SAME WILL BE FORM PART OF THE CONTRACT TO BE CONCLUDED, UNLESS SPECIFICALLY NOTED BY THE BIDDER IN THE BID/PROPOSAL THAT SAME MAYBE SUBJECT TO CHANGE.

25 COMPLIANCE WITH SABC POLICIES

11.1.SABC WILL NOT PROCURE ANY GOODS, SERVICES, WORKS OR CONTENT FROM ANY EMPLOYEE OR EMPLOYEE-OWNED BUSINESS, TO ENSURE THAT SUPPLIERS COMPETING FOR THE SABC'S BUSINESS HAVE CONFIDENCE IN THE INTEGRITY OF SABC'S SELECTION PROCESS.

11.2.SABC WILL NOT PROCURE ANY GOODS, SERVICES, WORKS OR CONTENT FROM ANY SABC INDEPENDENT CONTRACTOR OR INDEPENDENT CONTRACTOR-OWNED BUSINESS, TO ENSURE THAT SUPPLIERS COMPETING FOR THE SABC'S BUSINESS HAVE CONFIDENCE IN THE INTEGRITY OF SABC'S SELECTION PROCESS.

11.3.NO FORMER EMPLOYEES, SABC'S NON-EXECUTIVE MEMBERS AND INDEPENDENT CONTRACTORS WILL BE AWARDED CONTRACTS WITH THE SABC WITHIN 24 MONTHS AFTER RESIGNING FROM SABC EMPLOYMENT OR NOT BEING ENGAGED WITH THE SABC.

11.4.SHOULD FORMER EMPLOYEES, SABC'S NON-EXECUTIVE MEMBERS AND INDEPENDENT CONTRACTORS RESIGN FROM THE EMPLOYMENT OF THE SABC OR NOT BEING ENGAGED WITH THE SABC AND BECOME DIRECTORS OF OTHER BUSINESSES BIDDING WITH SABC, SUCH BID WILL NOT BE CONSIDERED UNTIL THE COOLING OFF PERIOD OF TWO YEARS HAS EXPIRED.

11.5."THE SABC HAS A ZERO TOLERANCE TO THEFT, FRAUD AND CORRUPTION. SUCH ACTIVITIES WILL BE INVESTIGATED AND STRINGENT ACTION INSTITUTES SUCH AS LAYING OF CRIMINAL CHARGES OR EVEN REMOVAL FROM THE SABC DATABASE OF SERVICE PROVIDERS. SHOULD YOU SUSPECT OR BECOME AWARE OF ANY SUSPICIOUS ACTS OF FRAUD, THEFT OR CORRUPTION INVOLVING SABC EMPLOYEES OR OTHER SUPPLIERS RENDERING SERVICES TO THE SABC, CONTACT THE SABC WHISTLE BLOWERS HOTLINE AT "0800 372 831"

26 FAILURE TO COMPLY WITH THESE CONDITIONS

26.1 THESE CONDITIONS FORM PART OF THE BID AND FAILURE TO COMPLY THEREWITH MAY INVALIDATE A BID.

27 RFP SCHEDULE

27.1 BIDDERS WILL BE CONTACTED AS SOON AS PRACTICABLE WITH A STATUS UPDATE. AT THIS TIME, SHORT-LISTED BIDDERS MAY BE ASKED TO MEET WITH SABC REPRESENTATIVES. BIDDERS SHOULD PROVIDE A LIST OF PERSONS AND THEIR CONTACT DETAILS WHO ARE MANDATED TO NEGOTIATE ON BEHALF OF THEIR COMPANY.

28 ADDITIONAL NOTES

14.1 ALL RETURNABLE DOCUMENTS AS INDICATED IN THE BID FORM MUST BE RETURNED WITH THE RESPONSE

14.2 CHANGES BY THE BIDDER TO HIS/HER SUBMISSION IS NOT ALLOWED AFTER THE CLOSING DATE.

14.3 THE PERSON OR PERSONS SIGNING THE BIDS MUST BE LEGALLY AUTHORIZED BY THE BIDDER TO DO SO. A LIST OF THE PERSON(S) AUTHORIZED TO NEGOTIATE ON YOUR BEHALF MUST BE SUBMITTED ALONG WITH THE BID.

14.4 SABC RESERVES THE RIGHT TO UNDERTAKE POST-BID NEGOTIATIONS WITH THE PREFERRED BIDDER OR ANY NUMBER OF SHORT-LISTED BIDDERS.

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

29 DISCLAIMERS

29.1 BIDDERS ARE HEREBY ADVISED THAT THE SABC IS NOT COMMITTED TO ANY COURSE OF ACTION AS A RESULT OF ITS ISSUANCE OF THIS BID AND/OR ITS RECEIPT OF A BID IN RESPONSE TO IT. PLEASE NOTE THAT THE SABC MAY:

15.2 CHANGE ALL SERVICES ON BID AND TO HAVE SUPPLIER RE-BID ON ANY CHANGES.

15.3 REJECT ANY BID WHICH DOES NOT CONFORM TO INSTRUCTIONS AND SPECIFICATIONS ISSUED HEREIN

15.4 DISQUALIFY BIDS AFTER THE STATED SUBMISSION DEADLINE

15.5 NOT NECESSARILY ACCEPT THE LOWEST PRICED BID

15.6 REJECT ALL BIDS IF IT SO DEEM FIT

15.7 AWARD A CONTRACT IN CONNECTION WITH THIS BID AT ANY TIME

15.8 AWARD ONLY A PORTION AS A CONTRACT

15.9 SPLIT THE AWARD OF THE CONTRACT TO MORE THAN ONE SUPPLIER

15.10 MAKE NO AWARD OF A CONTRACT.

KINDLY NOTE THAT SABC WILL NOT REIMBURSE ANY BIDDER FOR ANY PREPARATION COSTS OR OTHER WORK PERFORMED IN CONNECTION WITH THIS BID, WHETHER OR NOT THE BIDDER IS AWARDED A CONTRACT.

END OF DOCUMENT B

3 Document C**QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING**

IF THE INFORMATION REQUIRED IN RESPECT OF EACH ITEM CANNOT BE INSERTED IN THE SPACE PROVIDED, ADDITIONAL INFORMATION MAY BE PROVIDED ON A SEPARATE SHEET OF PAPER WITH A SUITABLE REFERENCE TO THE QUESTIONNAIRE NUMBER CONCERNED.

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

11. What facilities exist for servicing the items offered?	
12. Where are these facilities available?	
13. What are the names and addresses of the factories/suppliers where the supplies will be manufactured and may be inspected, if required?	

ALSO INDICATE WHICHEVER IS NOT APPLICABLE

END OF DOCUMENT C

4 Document D

SBD-4

DECLARATION OF INTEREST

1.1 ANY LEGAL PERSON, INCLUDING PERSONS EMPLOYED BY THE STATE, OR PERSONS HAVING A KINSHIP WITH PERSONS EMPLOYED BY THE STATE, INCLUDING A BLOOD RELATIONSHIP, MAY MAKE AN OFFER OR OFFERS IN TERMS OF THIS INVITATION TO BID (INCLUDES A PRICE QUOTATION, ADVERTISED COMPETITIVE BID, LIMITED BID OR PROPOSAL). IN VIEW OF POSSIBLE ALLEGATIONS OF FAVOURITISM, SHOULD THE RESULTING BID, OR PART THEREOF, BE AWARDED TO PERSONS EMPLOYED BY THE STATE, OR TO PERSONS CONNECTED WITH OR RELATED TO THEM, IT IS REQUIRED THAT THE BIDDER OR HIS/HER AUTHORISED REPRESENTATIVE DECLARE HIS/HER POSITION IN RELATION TO THE EVALUATING/ADJUDICATING AUTHORITY WHERE-

- THE BIDDER IS EMPLOYED BY THE STATE; AND/OR
- THE LEGAL PERSON ON WHOSE BEHALF THE BIDDING DOCUMENT IS SIGNED, HAS A RELATIONSHIP WITH PERSONS/A PERSON WHO ARE/IS INVOLVED IN THE EVALUATION AND OR ADJUDICATION OF THE BID(S), OR WHERE IT IS KNOWN THAT SUCH A RELATIONSHIP EXISTS BETWEEN THE PERSON OR PERSONS FOR OR ON WHOSE BEHALF THE DECLARANT ACTS AND PERSONS WHO ARE INVOLVED WITH THE EVALUATION AND OR ADJUDICATION OF THE BID.

2.0 IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH THE BID.

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....
.....
.....
.....

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

2.9.1 If so, furnish particulars.

.....
.....
.....

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

2.10.1 If so, furnish particulars.

.....
.....
.....

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

2.11.1 If so, furnish particulars:

.....
.....

3.0 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

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

4.0 DECLARATION

I, THE UNDERSIGNED (NAME)

.....

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

END OF DOCUMENT D

5 Document E

1.0 BACKGROUND

SABC currently uses the Adobe Creative Cloud software as a set of applications and services that gives the users access to a collection of software used for graphic design, audio, video editing & production, web development, photography along with a host of services that enables the corporation to produce creative work for the SABC. Thus, this software forms an integral part of many creative departments (i.e. News IT, TV News, News Graphics, Graphics, Digital Marketing, Digital Media, Digital News, Media Transfers, Radio Stations, Cr8ive Cloud, Video Entertainment, Print Room, Archives, Finance, On Air, Sport, IT) ability to function and produce creative work of good quality. The SABC subscribes to this service through a Software as A Service (SaaS) distribution model which the third-party provider hosts applications and makes them available to the SABC through the Internet.

Adobe Creative Cloud users receive regular updates that include new features, bug fixes, and security enhancements which means that the users will always have access to the latest version of the software, with the most up-to-date features and functionality. Adobe Creative Cloud software applications are designed to work seamlessly across multiple platforms, including Windows, Mac, IOS, and Android. This makes it easier for users to work on their projects from anywhere, on any device deployed to them by IT. Furthermore, this software also comes with Cloud storage, allowing users to store and access their files from any device. It also facilitates collaboration, enabling multiple users to work on the same project simultaneously, sharing files and feedback in real-time.

The SABC currently has a contract with Adobe Creative Cloud licenses that is expiring in November 2024, In addition, the SABC also employs several Digital Content Specialist (DCS) and Digital Content Producers in Radio and TV, who are responsible for Digital Content creation and management of the different SABC Digital Platforms such as Websites, Applications, social media (Facebook, LinkedIn, YouTube, Twitter, Instagram, etc). The SABC Digital Content Specialists/producers are currently using the service of the SABC Marketing - Cr8ive Cloud team for their multimedia content production. However, due to the agile nature of social media platforms, the division simply cannot meet the creative content production demands from these digital platforms since they require publishing content instantaneously to complement the on-air activities daily. Therefore, the Digital Content Specialists have a dire need for access to tools that produce own multimedia content (superior quality images, graphics, videos, etc).

This will enable the corporation to manage its license subscription and its contracts centrally and benefit from the advantages of Enterprise license model. This method of software licensing will assist the organization to optimize the planning, purchasing, software deployments/installations, maintenance, utilization, and disposal in line with the software license entitlement. Thus, better management and maintenance of the Effective License Position (ELP) of the organization per SABC Software Asset Management Policy.

Consolidation of these licenses seeks to improve the efficiency with which software inventory and license management processes are performed and thus enable the organization to benefit as follows (but not limited to):

- Reduced costs associated with software purchases where applicable.
- Reduces costs and disruptions due to external software compliance audits.
- Reduce likelihood and amount of software fines.
- The exact need and usage requirements will be managed and thus ensure that the corporation procures the most cost-effective licensing agreement in accordance with its deployment needs, thus, ensuring 'best-fit' licensing.

This will also help with the reallocation of seats when employees leave the corporation or change roles within the SABC. This prevents the continuous use of the software at the expense of SABC by users who have resigned.

- This model will allow the corporation to better plan software acquisition.
- This will enable the business areas to focus on delivering on the SABC strategy rather than technology operations.
- IT will have a better insight on the SABC software assets and thus efficiently be able to address audit queries and requests.
- As a result, reduced likelihood of software related fine.

2.0 SCOPE OF SERVICES

A full enterprise-wide creative cloud range of creative desktop applications for digital imaging, design, web, and video suite (approximately a maximum of 150 seats for different tool sets) with the following minimum requirements:

Product Code/VIP Number

1. **Creative Cloud All Apps:** 65310107BC14A12 - Pro for enterprise VIP GOV – MLP (Subscription New, New, Level 14 100+ (VIP Select 3-year commit))
2. **Substance 3D:** 65305912BC14A12 - (Substance 3D Collection for enterprise ALL Multiple Platforms Multi European Languages Enterprise Feature Restricted Licensing Subscription Renewal Annual - 100 Assets per Month. Online Feature Restricted License. Product ChangeB53:B54e Online - 1 User - VIP GOV Pricing Volume Discount Level 14 100+ (VIP Select 3-year commit) – 12 Months)
3. **Stock Credits:** 65320871BC01A12 - (Pack ALL Multiple Platforms Multi European Languages Enterprise Consumption 12-month, no proration 1500 CREDIT PACK Team - VIP GOV - Pricing Volume Discount Level 1 1 - 9 -12 Months)

Design Tools:

- Adobe Photoshop, Adobe Illustrator, Adobe InDesign, Adobe Bridge, Adobe InCopy, Adobe Acrobat Pro, Adobe Photoshop Lightroom, Adobe Firefly (Beta).

Web Tools:

- Adobe Dreamweaver, Adobe Flash Professional, Adobe Flash Builder Premium, Adobe Fireworks, Adobe Muse, Adobe Edge animate, Adobe Edge Inspect, Adobe Edge Reflow, Adobe Edge web fonts, Adobe Scout, Adobe Gaming SDK

Video and Audio tools:

- Adobe Premiere Pro, Adobe After effects, Adobe Audition, Adobe Speed Grade, Adobe Prelude, Adobe Prelude Live Logger, Adobe Encore, Adobe Media encoder

Additional tools:

- Adobe Character Animator, Adobe Animate, Adobe Extension Manager.

Substance 3D tools:

- Substance 3D Designer
- Substance 3D Painter
- Substance 3D Sampler
- Substance 3D Stager

Product, Services, and collaboration features:

- Access to all Creative Cloud desktop and mobile applications
- Creative Cloud Services
- Team Projects

Adobe Stock

- Stock of royalty-free photos, graphics, and video, including a premium image collection
- Premium Credit Stock - HD Videos, 4K Videos, Music files, Templates, Audio

Storage

- Standard storage for users

Management and Deployment:

- Web-based license management tool with ability to reassign licenses.
- Centralized IT packaging and deployment tools

- Access to services controlled by individuals or group.
- Management of all creative cloud, document cloud, and marketing cloud licenses from one place
- Control updates
- Ability to manage features.
- Cloud rendering

Advanced Asset Protection and Security:

- In-transit asset encryption
- Asset storage and at-rest encryption
- User authentication
- Corporate ownership of user licenses
- Corporate ownership of assets stored.

Dedicated Help and Support:

- Access to step-by-step guides, tutorials, and videos on latest tools.
- Access to training and best practices
- Technical support and Expert Services (product experts support)

3.0 BIDDERS ARE REQUESTED TO RESPOND TO THE TENDER IN THE FOLLOWING FORMAT

3.1 A POINT-BY-POINT RESPONSE IS REQUIRED, I.E., A COMMENT FOR EACH POINT OR PARAGRAPH THAT IS ASSOCIATED WITH THE NUMBERING SHOULD BE MADE.

NB*: NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT WILL BE MADE AVAILABLE WITH POTENTIAL SERVICE PROVIDERS.

4.0 GENERAL CONDITIONS

THE FOLLOWING SHOULD BE NOTED BY INTERESTED PARTIES:

- Intellectual property and ownership of all materials and products developed in the execution of the contract will be vested in SABC.
- Materials and products may not be made available to any unauthorized person or institution or sold for profit without prior written consent from SABC.
- On completion or termination of the agreement, all materials and products must be handed over to SABC.
- No information concerning the tender or award of the tender may be made available by the bidder to other parties without prior consultation and written approval from SABC.
- SABC may at its own discretion vary this instruction to include more scope / work or to exclude work/service areas. In the case of the latter, the bidder shall not be entitled to claim for any work not required and may engage SABC on the pricing of the additional work/ service proposed.
- All copyright and intellectual property rights that may result as a consequence of the work to be performed shall reside with SABC and the service provider shall be required to sign an agreement of confidentiality.
- SABC may dictate the framework in which documents (policies, plans, reports etc.) shall be submitted; however, the service provider should be able to submit a proposal on the lay-out of his/her choice for consideration by SABC.
- SABCs' (general conditions of bid, contract and order) shall be applicable to this bid.

- The service provider shall be required to conclude and sign a Service Level Agreement (SLA) after the appointment.
- SABC reserves the right not to award the bid to any bidder at its own discretion.

5.0 TIMEFRAME

LICENCE RENEWAL FOR 3 YEARS PERIOD.

5.1 CONTRACTUAL OBLIGATIONS

- All prices indicated in the quotation must remain fixed for the duration of the contract, project and subject to price negotiations for the duration of the contract. The service provider’s quotation must also provide sufficient detail in terms of various cost items such as total “man” hours and daily rates for the project team.
- In the case of the service provider using subcontractors, the former will be responsible for ensuring delivery of services from any such sub-contractors and for making any payments to such sub-contractors.
- It is encouraged that the service providers submit information on their expertise to motivate as to why they are the best service provider.

6.0 ABSENCE OF OBLIGATION AND CONFIDENTIALITY

NO LEGAL OR OTHER OBLIGATION SHALL ARISE BETWEEN THE SERVICE PROVIDER AND SABC UNLESS/UNTIL BOTH PARTIES HAVE SIGNED A FORMAL CONTRACT.

7.0 EVALUATION CRITERIA

RESPONSES WILL BE EVALUATED USING A PREDETERMINED SET OF EVALUATION CRITERIA. THE EVALUATION CRITERIA IS DESIGNED TO REFLECT THE SABC’S REQUIREMENTS IN TERMS OF IDENTIFYING A SUITABLE SERVICE PROVIDER AND ENSURE THE SELECTION PROCESS IS TRANSPARENT AND AFFORD ALL THE BIDDERS A FAIR OPPORTUNITY FOR EVALUATION AND SELECTION.

7.1 FUNCTIONAL EVALUATION

7.1.1 THE FUNCTIONAL CRITERIA HAS A MINIMUM THRESHOLD OF 65 OUT OF 85 POINTS.

Evaluation Area	Evaluation Criteria	Minimum
Conformance with specification	Bidder must have experience (minimum 3 years) on rendering the following adobe services but not limited to: Design Tools, Web Tools, Video and Audio tools, Additional tools, Substance 3D tools, Product, Services, and collaboration features, Adobe Stock, Storage, Management and Deployment, Advanced Asset Protection and Security and Dedicated Help and Support. Bidder to demonstrate how are they going to provide solution on the tool/item mentioned above.	40

	<p>Non-compliant with all the above-mentioned tool/item will lead to automatic disqualification.</p>	
<p>Company previous experience</p>	<p>Provide reference letter on clients company’s letterhead from duly authorised person with contact details (email address/ telephone number). The letters must stipulate the experience in years, contract period, and adobe related service rendered.</p> <p>Each letter/s must meet ALL of the following requirements in order to be accepted for evaluation.</p> <p>The reference letter must:</p> <ol style="list-style-type: none"> 1. <i>Be on clients company’s letterhead</i> 2. <i>Be signed by an authorised client representative</i> 3. <i>Stipulate the client contact details (name and phone number/email)</i> 4. <i>Stipulate the Detailed description of actual services provided</i> 5. <i>Stipulate the contract period (start and end date)</i> <p>Letters that do not meet all of the above requirements will be automatically disqualified.</p> <ul style="list-style-type: none"> • Less than 3 years = (0 points) • 3-5 years’ experience = (5 points) • More than 5 years’ experience = (15 points) • <p>Number of reference letters:</p> <ul style="list-style-type: none"> •Bidder submitted 3 x reference letters = (10 points) •Bidder submitted more than 5 x reference letters = (20 points) <p>Less than 3x reference letter = (0 point)</p>	<p>15</p>
<p>Training</p>	<p>Training programme on administrative console/portal for approximately 5 SABC individual.</p> <ul style="list-style-type: none"> • Training with no financial implication to SABC= (10 points) 	<p>10</p>
<p>Total score</p>		<p>65/85</p>

BIDDERS WHO SCORE LESS THAN THE MINIMUM THRESHOLD OF **65** POINTS WILL BE DISQUALIFIED AND WILL BE ELIMINATED FROM FURTHER EVALUATION

8.0 PREFERENCE EVALUATION CRITERIA

PRICING AND SPECIFIC GOAL

AS THE TENDER PRICE IS ESTIMATED TO BE BELOW R50 MILLION, THE TENDER RESPONSES WILL BE EVALUATED ON THE **80/20-**POINT SYSTEM.

BIDDERS ARE TO PROVIDE DETAILED BREAKDOWN OF ALL DIRECT AND INDIRECT COSTS ASSOCIATED WITH THE CONTRACT, INCLUDING LICENCE FEES IF ANY.

9.0 FINANCIAL STABILITY

9.1 THE FINANCIAL STABILITY EVALUATION IS USED TO ASSESS THE FINANCIAL RISK OF THE SHORTLISTED BIDDERS. (WHERE APPLICABLE)

9.2 RESPONDENTS ARE REQUIRED TO SUBMIT THEIR AUDITED FINANCIAL STATEMENTS FOR THE PAST 3 YEARS WITH THEIR PROPOSAL/BID IN ORDER TO ENABLE THE SABC TO ESTABLISH FINANCIAL STABILITY AS FOLLOWS:

Area	Assessment Criteria
Financial Due Diligence	Bidders' financial due diligence will be assessed based on submitted audited financial statements using financial ratios. (Where applicable)

9.3 OBJECTIVE CRITERIA

- 9.3.1** THE SABC RESERVE THE RIGHT NOT TO CONSIDER PROPOSALS FROM BIDDERS WHO ARE CURRENTLY IN LITIGATION WITH THE SABC.
- 9.3.2** THE SABC FURTHER RESERVE THE RIGHT NOT TO AWARD THIS TENDER TO ANY BIDDER BASED ON THE PROVEN POOR RECORD OF ACCOMPLISHMENT OF THE BIDDER IN PREVIOUS PROJECTS WITHIN THE SABC.
- 9.3.3** BIDDERS WHO ARE BLACKLISTED OR HAVE COMMITTED OTHER ACTS OF FRAUD AND MISREPRESENTATION OF FACTS E.G. TAX COMPLIANCE, BBBEE, COMPANY FINANCIALS, ETC. WILL BE ELIMINATED FROM THE BID PROCESS.
- 9.3.4** THE SABC RESERVE THE RIGHT NOT TO AWARD THIS TENDER TO ANY BIDDER WHO FAILS THE FINANCIAL STABILITY ASSESSMENT.
- 9.3.5** NO SABC FORMER EMPLOYEES SHALL BE AWARDED CONTRACTS WITH THE SABC WITHIN 24 MONTHS AFTER TERMINATION OF EMPLOYMENT WITH THE SABC.
- 9.3.6** SHOULD EMPLOYEES RESIGN OR RETIRE FROM THE EMPLOYMENT OF THE SABC AND BECOME DIRECTORS OF OTHER BUSINESSES TENDERING WITH THE SABC, SUCH TENDER SHALL NOT BE CONSIDERED UNTIL THE COOLING OFF PERIOD OF 6 (SIX) MONTHS HAS EXPIRED.
- 9.3.7** SHOULD THE EMPLOYEE BE DISMISSED FROM THE SABC EMPLOYMENT, SUCH EMPLOYEE SHALL BE PROHIBITED FROM CONDUCTING BUSINESS WITH SABC FOR A PERIOD OF 5 (FIVE) YEARS FROM THE DATE OF DISMISSAL.
- 9.3.8** SHOULD THE EMPLOYEE BE FOUND GUILTY IN A COURT OF LAW DUE TO CRIMINAL CONDUCT/ACT, SUCH EMPLOYEE WILL NOT BE CONSIDERED TO DO/CONDUCT BUSINESS WITH SABC, UNTIL THE CRIMINAL RECORD HAS BEEN LEGALLY EXPUNGED.
- 9.3.9** THE SABC SHALL NOT PROCURE ANY GOODS, SERVICES, WORKS OR CONTENT FROM ANY BOARD MEMBER OR BOARD MEMBER OWNED BUSINESS, TO ENSURE THAT SUPPLIERS COMPETING FOR THE SABC'S BUSINESS HAVE CONFIDENCE IN THE INTEGRITY OF SABC'S SELECTION PROCESS.
- 9.3.10** SHOULD THE SABC'S BOARD MEMBERS NO LONGER SERVE ON THE SABC BOARD BUT BECOME DIRECTORS OF OTHER COMPANIES, THE SABC SHALL NOT CONDUCT BUSINESS WITH THOSE COMPANIES UNTIL THE COOLING OFF PERIOD OF 6 (SIX) MONTHS HAS EXPIRED.
- 9.3.11** SHOULD THE BOARD MEMBER BE FOUND GUILTY IN A COURT OF LAW DUE TO CRIMINAL CONDUCT/ACT, SUCH BOARD MEMBER WILL NOT BE CONSIDERED TO DO/CONDUCT BUSINESS WITH SABC, UNTIL THE CRIMINAL RECORD HAS BEEN LEGALLY EXPUNGED.
- 9.3.12** THE SABC SHALL NOT PROCURE ANY GOODS, SERVICES, WORKS OR CONTENT FROM ANY INDEPENDENT CONTRACTOR OR INDEPENDENT CONTRACTOR OWNED BUSINESS, TO ENSURE THAT SUPPLIERS COMPETING FOR THE SABC'S BUSINESS HAVE CONFIDENCE IN THE INTEGRITY OF SABC'S SELECTION PROCESS.
- 9.3.13** SHOULD THE INDEPENDENT CONTRACTOR NO LONGER BE CONTRACTED TO THE SABC BUT BECOME DIRECTORS OF OTHER COMPANIES, THE SABC SHALL NOT CONDUCT BUSINESS WITH THOSE COMPANIES UNTIL THE COOLING OFF PERIOD OF 6 (SIX) MONTHS HAS EXPIRED.

9.3.14 SHOULD THE INDEPENDENT CONTRACT BE FOUND GUILTY IN A COURT OF LAW DUE TO CRIMINAL CONDUCT/ACT, SUCH EMPLOYEE WILL NOT BE CONSIDERED TO DO/CONDUCT BUSINESS WITH SABC, UNTIL THE CRIMINAL RECORD HAS BEEN LEGALLY EXPUNGED.

END OF DOCUMENT E

6 Document F

CONFIDENTIALITY

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

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

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

Bidder's contact person:

Name: _____

Telephone: _____

Mobile: _____

Fax.: _____

E-mail address: _____

END OF DOCUMENT F

8 Document G**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.1 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference

points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system)
---	---	---	--	---

	(To be completed by the organ of state)	(To be completed by the organ of state)		(To be completed by the tenderer)
SMMEs (inclusive or QSEs and EMEs) 51% owned by Black people	10	4		
51% owned by Black people;	5	3		
51% owned by Black people who are women	3	2		
Black Youth	2	1		

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

Source Documents to be submitted with the Bid or RFQ

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

	Certified ID Documents of the Owners/shareholder
South African Enterprises	CIPC Documents

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result

of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

9 forward the matter for criminal prosecution, if deemed necessary. Document H

SBD 8

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

1.0 This Standard Bidding Document must form part of all bids invited.

2.0 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3.0 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

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

Item	Question	Yes	No
------	----------	-----	----

4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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)?</p> <p>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	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

.....

RFP NUMBER: RFP/IT/2024/1

RFP TITLE: ADOBE CREATIVE CLOUD LICENCE RENEWAL FOR A PERIOD OF 03 YEARS.

Signature

Date

.....

.....

Position

Name of Bidder

END OF DOCUMENT H

10 Document I

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1.0** This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2.0** Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0** Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4.0** This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5.0** In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid **RFP/IT/2024/1** in response to the invitation for the bid made by: **South African Broadcasting Corporation SOC Limited "SABC"**

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

I certify on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. 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

END OF DOCUMENT I

11 DOCUMENT J

ACCEPTANCE OF CONDITIONS OF BID

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

SIGNED at _____ this _____ day

of _____ 2016

NAME OF COMPANY _____

NAME OF THE SIGNATORY (IES) _____

CAPACITY: _____

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

WITNESSES:

1. _____

2. _____

BIDDER

RFP NUMBER: RFP/IT/2024/1

RFP TITLE: ADOBE CREATIVE CLOUD LICENCE RENEWAL FOR A PERIOD OF 03 YEARS.

END OF DOCUMENT J

END OF THE REQUEST FOR PROPOSAL DOCUMENT