**QUEST FOR QUOTATION (RFQ)**

|  |  |
| --- | --- |
| **RFQ** | **RFQ/LOG/2023/41** |
| **RFQ ISSUE `DATE** | **08 MAY 2023** |
| **RFQ DESCRIPTION** | **APPOINTMENT OF A SERVICE PROVIDER TO ASSIST SABC WITH THE UPGRADING OF TWO (2) CANTEENS AT AUCKLAND PARK AS A ONCE OFF PROJECT.** |
| **NON-COMPULSORY BRIEFING SESSION DATE** | **17 MAY 2023 10 AM**  **RADIO PARK RECEPTION ENTRANCE 04 AUCKLAND PARK JOHANNESBURG** |
| **CLOSING DATE & TIME** | **29 MAY 2023 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.**

**The required CIDB Grade is 2GB or higher, “The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award”.**

For queries, please contact: **Sindaphi Maluleke 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**.

1. 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
2. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
3. 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**

**NOTES ON BRIEFING SESSION**

1. Bidder attending the site briefing must forward their details to Siphiwe Makhubo via email: [**MalulekeS@sabc.co.za**](mailto:MalulekeS@sabc.co.za) before close of business on the day preceding the Site Inspection so an arrangement can be organised with the Protection Services for the Contractor to access the building.

**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.**

|  |  |  |
| --- | --- | --- |
|  | 1. **MANDATORY REQUIREMENT** | **COMPLY/ NOT COMPLY** |
|  | Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of 2GB or higher. **The Tenderer shall provide a valid certificate at the time of closing and at the time of award.** |  |

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

**REQUIRED DOCUMENTS**

1.1 Submit proof of CSD Registration (**Bidder must be registered with CSD to do business with the SABC**)

1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.

1.3 Valid SARS Tax Compliance Status Pin Issued to validate supplier’s tax matters.

1.4 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.

1.5 Certified copy of Shareholders’ certificates.

1.6 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.**

**TECHNICAL SPECIFICATION**

1. **BACKGROUND**

The South African Broadcasting Centre, Auckland Park, requires the upgrade/refurbishment to their existing Employer Canteens. There are three canteens situated various distances apart from one another, within the SABC building.

1. S1 Canteen
2. K1 Canteen

SABC seeks to appoint a service provider to upgrade the employee canteens at the SABC Building in Auckland Park, Johannesburg.

**2. REQUIREMENTS AND SCOPE OF SERVICES**

This RFQ calls for the quotation to refurbish/upgrade of the 2 canteens at the SABC Building.

The scope of works is as stated below:

**S1 Canteen**

* Remove and replace existing Back Of House kitchen floor.
* Minor remedial works to Back Of House kitchen wall tiles.
* Repainting of walls to the Canteen and Serving area.
* Remove and replace ceilings with Vinyl ceiling tile to Back Of House kitchen only

**K1 Canteen**

* Remove and replace existing BOH kitchen and serving area floor.
* Minor remedial works to BOH kitchen wall tiles.
* Repainting of walls to the Canteen area.
* Remove and replace ceilings with Vinyl ceiling tile to BOH kitchen only.

**3. CONTRACT WORKS AREA**

The Contractor shall confine his activities to the Contract Works site, his camp site and access route to these sites. Furthermore, the location of his camp site, including the housing of temporary structures and materials and equipment storage area, must be approved of by SABC prior to contract implementation. The Contractor will be responsible to protect existing floors and wall finishes of feeder routes leading to the area.

The contractor must note that the site is subject to access control and security measures. The Contractor will adhere at all times to these measures. A list of names of working staff and ID proof will be submitted to the client. Workers will wear clothing clearly identifying the identity of the construction company. The Workers will be security cleared (criminal record). The site area is inside an existing building. Care must be taken to reduce noise and dust when executing the work.

1. **AREAS FOR STORAGE**

SABC will provide the Contractor with materials storage area.

1. **UTILITIES TO BE PROVIDED BY THE SABC**

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

3.2.2 Single Phase electricity draw-off points required for execution of the Contract Works will be supplied by SABC free of charge. The Contractor will provide his own builder’s Distribution Board with earth leakage.

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

1. **WORKMEN AND SUPERVISION ON SITE**
2. The project is of a nature where work will be executed in occupied broadcast areas. The areas are inside SABC facilities where dust and noise are not acceptable. Extra precaution must be taken by the Contractor to minimise noise and dust. This must be included in the quoted price. Full time supervision must control the workmen on site to adhere to these strict requirements.
3. The Contractor must have a full-time supervisor or a qualified technical person who will supervise the work at all times. The P & G cost will be reflected in the rates quantities.
4. The Contractor shall be held responsible for the conduct of his employees and the conduct of his sub- contractor’s employees for the full duration of the Contract Works.
5. All workmen on site, including those of any sub-contractors, shall be supervised by a competent foreman experienced in the trades and/or activities comprising the Contract Works which will attend site full time.
6. The site supervisor shall be appointed in terms of the SABC H&S requirements, and the supervisor will be responsible for the enforcement of the H&S provisions.
7. **HEALTH AND SAFETY**

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

1. Appoint an independent Professional Health and Safety Consultant to oversee the Health and Safety matters on the contract.
2. Provide proof of Letter of Good Standing with the Workman’s Compensation requirements. This has to be included in the quotation submission.
3. Provide proof of All Risk insurance as required by the JBCC contract document. Supplementary insurance for surrounding areas to the value of R 2 000 000 maximum will be provided by the contractor before signing of the contract. Submit a safety plan to SABC in accordance with SABC safety representative minimum requirements. A safety file will be submitted compiled by the independent safety consultant to be appointed by the contractor. A safety file will be approved by the SABC Health and Safety department prior to handing over of the site. Appoint a safety officer on site for the monitoring and supervision of safety and health matters on site. A certified First Aider must be represented on site.
4. Sign the SABC Health and Safety Indemnity form and all workers to attend SABC Health and Safety induction course of 2 hours prior to handing over of site.
5. Obtain Hot Work permit or similar permits from SABC safety representatives when executing risk work on site.
6. Proper risk assessments to be executed by the consulting Safety Specialist that must be appointed by the Contractor. The cost thereof to be clearly reflected in the rates column.
7. Liaise with SABC Health and Safety representatives such as welding, plumbing disconnections, etc. are executed.
8. The tender amount must allow for all the Health and Safety requirements to be fulfilled by the contractor.
9. Where the Contractor does not comply with the SABC Health and Safety standards, the work will be stopped on site at the cost of the defaulting Contractor.
10. All sub-contractors, working on the site will have to comply with the Principal Contractor’s H & S standards. It will be the Principal Contractor’s responsibility to ensure that sub-contractors comply.
11. Allow for all the cost to comply with the Health and Safety requirements in the tender amount.
12. Provide safety plan on Covid-19.
13. **CONSTRUCTION GUARANTEE**

Construction guarantee of the total value of works or 10% retention will be withheld on progress payments to cover for guarantees on the contract.

1. **ESCALATION**

The contract amount will be a Lump Sum firm fixed price (FFP) contract.

1. **PROGRAMME**

The building work must be executed in 60 **working days**. The Contractor must compile a construction programme for approval by the Architect to be submitted with this tender.

1. **UN-INTERRUPTED WORK**

The Contractor is required to work continuously on the Contract Works throughout the duration of such works, based on a five-day working week. Permission may be obtained from the Architect to work weekends subject to SABC's approval.

All labour and any other cost incurred in connection with such weekend work will be for the Contractor’s account.

Instructions for stoppage of noisy work will be given by one nominated SABC representative only. In such instances, work will proceed on activities that will not disturb the environment. The instruction to stop noisy work will only be given by the authorised SABC appointee. The site supervisor will be responsible to schedule work accordingly. The stoppage will be recorded in the site book.

1. **PENALTY FOR DELAY**

A penalty of R 2 000.00 (Two thousand Rand), per calendar day, up to a maximum of ten percent (10%) of the Contract Price, will be payable by the Contractor to SABC for every calendar day by which the approved Final Completion date of the Contract works is exceeded. The penalty conditions will be as per JBCC Principal Building Agreement and reasonable completion dates will be set by the architect.

1. **MONTHLY PAYMENTS**

Payment will be made strictly in accordance with the provisions of the JBCC Principal Building Agreement. Monthly certificate will be issued by the Architect. The payment will be received between 30 to 60 days after submission to the SABC. Tax Invoices will be addressed to the Financial Shared Services Manager, SABC Ltd., Private Bag X1, Auckland Park, 2006. The Order number and contractors SABC vendor number to be clearly displayed on the invoice as well as banking details of the Contractor.

1. **MAINTENANCE PERIODS**

The 5 year latent defect period will apply to all works as specified in the JBCC Principal Building Agreement.

1. **DISPUTE RESOLUTION**

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

1. **INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Contractor will execute all work strictly in accordance with statutory and SABC Health &Safety requirements. The Contractor shall take all precautions necessary for the protection of life and property in connection with the Contract Works as well as anywhere upon SABC's property until the Final Completion of the Contract Works and the Contractor shall hand over the Contract Works in a safe condition. The Contractor shall be deemed to have indemnified SABC as he hereby does indemnify it against injury or damage to any person or to any purport of SABC or of others occurring prior to the Final Completion of the Contract Works or occurring owing to the Contract Works being handed over in an unsafe condition. The SABC Indemnity form shall be signed.

1. **INSURANCE (CLAUSE 10 INSURANCES OF CONTRACT DATA DOCUMENT)**

The following insurance requirement will be applicable to the contract:

Clause 10 – Insurances

Contract works insurance to be affected by – Employer for the sum of contract value with a deductible of 1% of contract sum with a minimum R5 000 payable by the Contractor. Supplementary insurance to be effected – not applicable. Public Liability insurance to be effected by – Employer for the sum of R2 million with a deductible of R2 500 payable by the contractor. Temporary lateral support insurance – not applicable. Special Insurance – Surrounding property. The SABC requires the Contractor to put into effect special insurance (in joint names of the client and contractor) for damage to surrounding property (existing buildings) to the value of R2 million. This must cover damage to buildings, building services, including lifts, DB’s, plant equipment, etc. The contract will only be signed when proof of this special insurance is provided.

1. **ACCESS TO BE GIVEN TO OTHER CONTRACTORS**

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

1. **REQUIREMENTS AND SCOPE OF SERVICES**

This RFQ calls for the quotation to refurbish/upgrade of the 2 canteens at the SABC Building.

The scope of works are as stated below:

**S1 Canteen**

* Remove and replace existing BOH kitchen floor.
* Minor remedial works to BOH kitchen wall tiles.
* Repainting of walls to the Canteen and Serving area.
* Remove and replace ceilings with Vinyl ceiling tile to BOH kitchen only

**K1 Canteen**

* Remove and replace existing BOH kitchen and serving area floor.
* Minor remedial works to BOH kitchen wall tiles.
* Repainting of walls to the Canteen area.
* Remove and replace ceilings with Vinyl ceiling tile to BOH kitchen only

1. **CONTRACTING**

* On the Awarding stage of the project the supplier must supply four (4) original JBCC contracts.

**6. LOCATION OF SITE**

* The Contract site is at **SABC GAUTENG BROADCAST CENTRE- CORNER HENLEY AND ARTILERY ROAD, AUCKLAND PARK, JOHANNESBURG.** The area will be accessible from the main entrance on the ground floor.

**7. WORKMEN AND SUPERVISION ON SITE**

* The Contractor shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the Contract Works.

**8. EVALUATION CRITERIA**

## BBBEE and Price

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

## Technical Evaluation

* The tender submission will be technically evaluated out of **65 points**
* A minimum threshold of **41 out of a maximum of 65** 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.

## 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.

**SECOND PHASE : PAPER BASED EVALUATION CRITERIA**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Category** | **Description** | **Min Points** | **Max Points** | **Compliance** | |
| **Resp. Page** | **Page reference** |
| Construction methodology | Construction methodology (Due to the premises being occupied, bidders should provide detailed layout as to how work would be carried out with minimal business disruptions – NB: Bidder to submit detailed information as per the items listed)   * **Safety of general public during project =5 points** * **Rubble/ waste management and removal plan demonstrating how waste and rubble including hazardous waste will be**   **managed=5points**   * **Housekeeping plan: demonstrating how these sites will be kept tidy, clean, and safe during project execution = 5 points** * **Dust management plan: demonstrating how dust will be managed during execution of project =5 points** | **15** | **25** |  |  |
| Project Execution Plan (PEP) | Provide a brief step by step project execution plan including major milestones from site establishment. A programme including duration/timeline.  < 14 weeks **(70 working days) =10 points**  14-18 weeks **(70-90 working days) =5points**  > 18 weeks **(90 working days) =0points** | **5** | **10** |  |  |
| Project Organogram | The company must demonstrate the allocation of resources to achieve activities within timeframes based on the project execution plan. **=5 points** | **5** | **5** |  |  |
| Experience of building project team | Bidder to submit project team CVs illustrating their experience and professional /academic certificates for the following categories.  **Submit CVs with at least 2 contactable references illustrating experience as follows:**   * **Contract /project manager**   >2 years working experience as contract/project manager in construction environment **=3 points**  >3 years working experience as contract/project manager in construction environment **=5 points**   * **Construction Foremen**   >2 years working experience as Foreman in construction environment **=3 points**  >3 years working experience as Foreman in construction environment **=5 points**   * **Safety Officer** **= 5 points**   Provide proof of qualification obtained from an accredited  SACPMP Provider. | **11** | **15** |  |  |
| Relevant Company Experience | Bidders to submit portfolio of evidence indicating construction projects of a similar nature completed.  (Complete Annexure C indicating previous construction projects completed and provide a minimum of 3 reference letters)  <3 completed projects on Annexure C **=0 points**  3 -5 projects on Annexure C **= 5 points**  > 5 projects in Annexure C **=10 points** | **5** | **10** |  |  |
| Total | | **41** | **65** |  | |

1. **POINTS AWARDED FOR PRICE**

The **80/20** preference point system

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

1. **B-BBEE PREFERENTIAL POINTS WILL BE EVALUATED IN LINE WITH THE FOLLOWING**

The SABC shall deal with Suppliers in accordance with the B-BBEE Codes of Good Practice and the Preferential Procurement Policy and Enterprise Development strategy of the SABC. The following will apply and will be adhered to when evaluating RFQ:

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

***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.***

1. **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.

1. **CONDITIONS TO BE OBSERVED WHEN TENDERING**
   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.
   2. No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.
   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.

1. **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.

**13. PAYMENT TERMS**

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

**END OF RFQ DOCUMENT**

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

Annexure A - Declaration of Interest

Annexure B - Consortiums, Joint Ventures and Sub-Contracting Regulations

Annexure C - Previous completed projects/Current Projects

Annexure D - SBD 6.1 Form

Annexure E - SBD 8 Forms

Annexure F - SBD 9 Forms

**Annexure G with the following drawing numbers:**

* SK 01
* SK 02
* SK 03
* (Drawings from Mechanical Engineer)

Annexure H - 2 Canteen BOQ Construction Works

**ANNEXURE A**

**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-
2. any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
3. any person who acts on behalf of SABC; or
4. any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
5. 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 :……………………………………………………….…..……..

1. 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.
2. 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

**ANNEXURE B**

**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. 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. **To be completed by the organ of state**

1. The applicable preference point system for this tender is the **80/20** preference point system.
   1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
2. Price; and
3. Specific Goals.
   1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

* 1. 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.
  2. 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.

1. **DEFINITIONS**
2. **“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.
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“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
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
   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**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**
     1. **POINTS AWARDED FOR PRICE**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

1. **POINTS AWARDED FOR SPECIFIC GOALS** 
   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:
   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—
2. 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

1. 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)**  **(To be completed by the organ of state)** | **Number of points claimed.**  **(80/20 system)**  **(To be completed by the tenderer)** |

|  |  |  |
| --- | --- | --- |
| SMMEs *(inclusive or QSEs and EMEs)* 51% owned by Black people | **10** |  |
| 51% owned by Black people; | **5** |  |
| 51% owned by Black people who are women | **3** |  |
| Black Youth | **2** |  |

*NB: 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**

* 1. Name of company/firm…………………………………………………………………….
  2. Company registration number: …………………………………………………………...
  3. 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]

* 1. 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:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
   1. disqualify the person from the tendering process;
   2. recover costs, losses, or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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.
   4. 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
   5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

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

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

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

**ANNEXURE C**

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

**1. CONSORTIUMS AND JOINT VENTURES**

* 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.
  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**

1. A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
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.
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

* 1. If yes, indicate:
     1. The percentage of the contract will be sub-contracted ……………….................%
     2. The name of the sub-contractor ..........................................................................
     3. The B-BBEE status level of the sub-contractor......................................................
     4. whether the sub-contractor is an EME YES / NO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF DECLARANT TENDER NUMBER DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSITION OF DECLARANT NAME OF COMPANY OR TENDERER

SBD 8

# DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   1. abused the institution’s supply chain management system;
   2. committed fraud or any other improper conduct in relation to such system; or
   3. 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 | 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 *audi alteram partem* rule was applied).  **The Database of Restricted Suppliers now resides on the National Treasury’s website(**[www.treasury.gov.za](http://www.treasury.gov.za)**) and can be accessed by clicking on its link at the bottom of the home page.** | Yes | No |
| 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)?  **The Register for Tender Defaulters can be accessed on the National Treasury’s website (**[www.treasury.gov.za](http://www.treasury.gov.za)**) by clicking on its link at the bottom of the home page.** | Yes | No |
| 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 | No |
| 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 | No |
| 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 bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

1. 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.
2. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**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**

1. 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.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. 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.

1. 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.
2. 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.**

**SBD 9**

1. 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