



SCM Division
Radio Park, Henley Road
Auckland Park 2092
Johannesburg
Private Bag X1
Auckland Park 2006

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/FIN/2023/122
RFQ ISSUE DATE	13 November 2023
RFQ DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO PROVIDE SAP ABAP SUPPORT FOR A PERIOD OF TWO (2) YEARS.
BRIEFING SESSION / SITE INSPECTION	<i>n/a</i>
CLOSING DATE & TIME	01 December 2023

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

For queries, please contact **Nyandano Nemukula** via email: Tenderqueries@sabc.co.za
The SABC requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. Late and incomplete submissions will invalidate the quote submitted.

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO. : _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

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

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

1. FIRST PHASE – 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.

No.	Description	Bidders to indicate Compliance	
		Yes/No	Supporting evidence (refer to page number or Annexure)
1.	The bidding company must currently provide SAP support for at least 2 large SAP implementations (the company supported must have 1000 or more SAP users/employee records) Please complete the relevant section in Annexure D. SABC reserves the right to verify this information.		
2.	The bidder must be an accredited SAP PartnerEdge partner with PE Service Authorisation (attach SAP certificate to your response. The certificate should be valid on RFQ issue date and the accreditation should not be specific to cloud solutions)		
3.	The bidder must have a local support office in Gauteng, South Africa. Provide physical address of the Gauteng office.		
4.	The bidder must agree to the SLA terms in Section 4.4 (indicate acceptance of SLA targets by clearly stating YES / NO in your response to question 4 on Annexure D)		

BIDDERS MUST PROVIDE A VALID AND ACTIVE CERTIFICATE AT THE TIME OF THE CLOSING OF THE BID. NON-SUBMISSION OF THE MANDATORY DOCUMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION.

2. REQUIRED DOCUMENTS

- 2.1 Submit proof Central Supplier Database (CSD) registration
- 2.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
- 2.3 (Verification will also be done by the SABC internally).
- 2.4 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters
- 2.5 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 2.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 2.7 Certified copy of Shareholders' certificates.
- 2.8 Certified copy of ID documents of the Directors or Members.

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

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

NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHO IS NOT REGISTERED ON THE CSD

DETAILED TECHNICAL SPECIFICATION

1. BACKGROUND

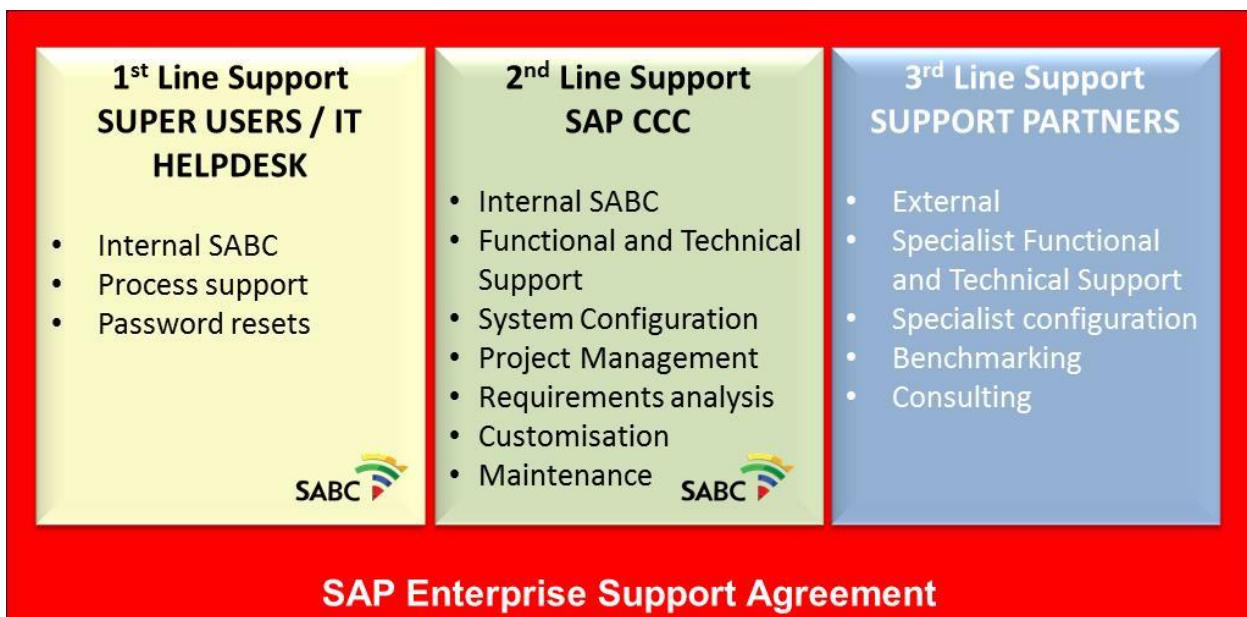
The SABC is South Africa’s national public broadcaster. Its objectives are to provide a comprehensive range of distinctive programmes and services with the view to inform, educate, entertain, support, and develop culture in all official languages. Its principal activities comprise of television and radio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

The SABC as a national broadcaster would like to contract a service provider for SAP ABAP Support for a contract period of 2 (two) years.

2. REQUIREMENTS AND SCOPE OF SERVICES

The SABC implemented the core SAP ERP solution during 2007 and subsequently enhanced, activated additional functions and SAP modules.

The following is the SABC’s current SAP support model:



The SABC’s ERP COE (Centre of Excellence) team is responsible for most aspects of support. However, the SABC still require external third line support for specialised and expert SAP ABAP skills.

The following SAP systems are currently deployed at the SABC:

- SAP ERP Central Component (list of modules below)
- SAP Success Factors Recruiting
- SAP Success Factors Performance Management
- SAP Success Factors Succession & Development
- SAP Success Factors Learning
- SAP Cloud for Customer (C4C), Sales & Service Cloud
- SAP Governance, Risk and Compliance (Access & Process Control)
- SAP Business Warehouse
- SAP Solution Manager

2.1 SAP modules/functions currently used by the SABC include the following:

Finance

- General Ledger
- Document Splitting (New-GL)
- Bank Accounting
- Asset Accounting
- Travel Management
- Controlling and Profit Centre Accounting
- Project Systems (including Capital Expenditure Projects)
- Plant Maintenance
- Investment Management
- Funds Management
- Budgeting and Consolidation
- Accounts Receivable
- Accounts Payable

Sales

- Sales and Distribution
- Sales-to-Cash
- Sales Cloud (C4C)

Procurement

- Material Management (including inventory management)
- Procure-to-Pay
- Contract Management

Human Capital Management

- Organisational Management
- Personnel Administration
- Personnel Cost Planning
- Payroll

- Time Management
- SuccessFactors Recruiting/Performance Management/Succession & Development/Learning
- Employee Self-Service
- Manager Self-Service
- Learner Management System
- Compensation Management
- Service Cloud (C4C)

Cross Applications

- Document Management System
- Workflow
- Authorisations (system permissions)
- Business Partner (Customer and Vendor Management)

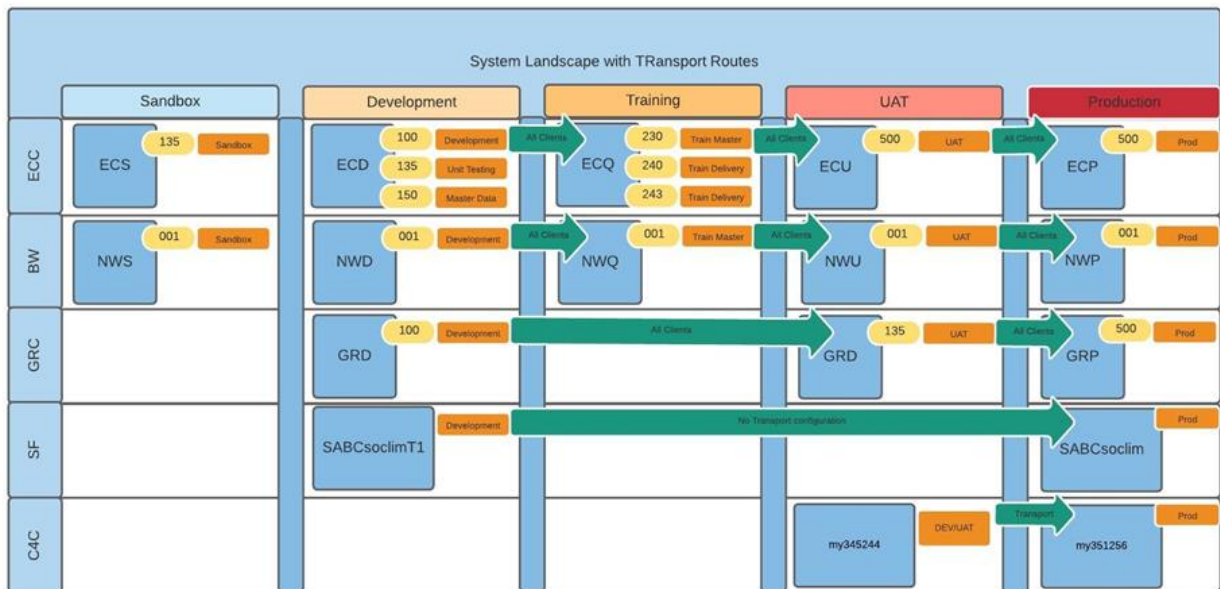
There are also a number of custom developments implemented within the SAP landscape:

- Device Management
- Disclosure of Interests Management
- Forensic Audit Management
- Independent Contractors Management
- Insurance Claims Management
- Parking Management
- Fleet Management
- Deals Management
- Audit Tracking
- Irregular Expenditure Management
- Portfolio Management
- Tender Register
- Vendor Reconciliation Management
- Fruitless and Wasteful Expenditure
- Staff Expense Claims
- Staff Advances

2.2 The SABC’s current SAP system landscape is as follows:

System	Current Version / Release	Additional Comments
ECC	6.0 EhP 7	No split between HR and Finance (one system)
SuccessFactors		Recruitment Management Performance Management Succession & Development

		Learning
Sales Cloud (C4C)		Sales Service
Netweaver	7 EhP 2	Portal
Business Warehouse	7.4 Ehp 2	
GRC Access Control	10.1	Access Risk Analysis (ARA) Emergency Access Management (EAM) Business Role Management (BRM) Access Request Management (ARM)
GRC Process Control	10.1	
SAP JVM	6	
Solution Manager	702	
SAP Content Server	4.7	



2.2.1 Functional Components

The SABC is looking for specialist SAP support partners to provide SAP ABAP support. SAP ABAP support will include, but not be limited to resolving logged incidents, enhancements, projects, consulting, etc., Resources allocated to SABC support will be responsible for the following:

- SAP Netweaver applications development in ECC, BW, and Enterprise Portal / UI5 Portal.
- Design, build and test custom SAP technical solutions based on business requirements using ABAP OO, SAP UI5, SAP Fiori, SAP Web Dynpro and Dialog programmes.

- Full life-cycle SAP implementation including all custom reporting, interfaces, enhancements, forms, workflows (RICEFW) and portal configuration.
- Interface development and support using HTTP, XML, SOAP, Web Services, RFC, IDOCS and ABAP.
- Code, test and document ABAP enhancements for all SAP modules.
- Support of development requirements in the following SAP modules: FI, HCM (incl. payroll), MM, SD, PS, PM, Travel, CO, any other SAP module implemented at the SABC.
- Responsible for troubleshooting and debugging of the SAP system.
- Facilitate continuous business improvement.
- Facilitate design sessions with SAP Functional Leads and business process owners in order to ensure best practice enhancements/implementations.
- Ensure proper technical impact assessment of all risks and issues and changes to scope, requirements or design. Provide advice on any avoidance, mitigation or remedial actions required.
- Ensure that development projects take full account of and correctly interface with existing systems, infrastructure and enterprise architecture.
- Ensure that all aspects of the developed software meet requirements and are in line with the agreed design e.g. data, user experience, architecture, security, quality & operations.
- Ensure adherence to internal development standards as well as global best practices.
- Provide documentation to manage handover activities so that software can transition smoothly from development into test and production environments.
- Adhere to the team's quality objectives. Monitor and take responsibility for unit test coverage and completion to minimise defects in subsequent testing / production.
- Commit to the delivery of high-quality solutions. Ensure that development is carried out in accordance with agreed quality standards and procedures and that all new development goes through an appropriate testing process.
- Focus on customers and their requirements. Establish and maintain effective working relationships with customers, colleagues, senior management and software users to enhance design, development, deployment and maintenance activities.
- Proactively keep abreast of industry developments, skills and technologies and share information, ideas and best practice with other development team members and ERP COE to improve skills and avoid single points of failure.

All support resources must, as a minimum, have the following qualifications, skills, and experience:

- Programming diploma / degree
- Certification: SAP ABAP Developer
- Minimum of 7 years' SAP ABAP development experience of which a minimum of 3 years should have been in a support environment.
- Experience in SAP Fiori implementation
- Good understanding of key business processes and integration points
- Working experience of HCM Payroll and Time Management.

2.3 Support Hours

For this RFQ, the support contract will be for the following hours.

- Fixed Hours: 80 hours **per month**
- Variable Hours: 1920 hours **over contract term** (24 months)

2.3.1 Fixed Hours: The minimum hours that will be invoiced per month irrespective of whether the full 80 hours were used. ***Any unused hours will be carried over to the following months.***

2.3.2 Variable Hours: Additional hours to be included in the contract value, but to be utilised on an ad-hoc basis when required by the SABC and only on instruction from the SABC. Utilisation of these hours is not guaranteed and should be invoiced only for actual hours used.

2.4 SLA Terms

Respondents must agree to the following SLA terms (indicate acceptance of proposed SLA targets):

Priority	Severity	Response Time	Resolution Time
1. Very High*	Emergency	Within 30min of the call being logged (24 x 7)	Within 2hrs of the call being logged (24 x 7)
2. High*	Critical	Within 2hrs of the call being logged (business hours: Monday to Friday)	Within 8hrs of the call being logged (business hours: Monday to Friday)
3. Medium*	Non-Critical	Within 8hrs of the call being logged (business hours: Monday to Friday)	Within 3 business days of the call being logged (business hours: Monday to Friday)

4. Low*	Minor	Within 8 hours of the call being logged (business hours: Monday to Friday)	Within 15 business days of the call being logged (business hours: Monday to Friday)
---------	-------	--	---

Priorities

For Priority 1, “Very High” incidents, the time is measured in real time. For incidents with any other priority, the time is measured in working hours during normal business hours.

Very High

A problem error message or support case is categorised with the priority “Very High” if the problem has very serious consequences for normal business transactions and urgent work cannot be performed by the End User using the Software. The message requires immediate processing because the malfunction can cause serious losses. This is generally caused by the following circumstances:

- Absolute loss of the SAP system.
- Malfunction of the central SAP functions in the production system.
- Delays to the planned production start-up or upgrade within the next 2 business days.
- The problem message requires immediate processing because the malfunction may cause serious losses.

High

A problem message or support case is categorised with the priority “High” if the normal business transactions are seriously affected and the necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system. The problem message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.

Medium

A problem message or support case is categorised with the priority “Medium” if normal business transactions are affected. The problem is caused by incorrect or inoperable functions in the SAP system.

Low

A problem message or support case is categorised with the priority “Low” if the problem causes few or no effects on the normal business transactions. The problem is caused by incorrect or inoperable functions in the SAP system that are not required daily, or which are rarely used.

4.5 Proposal Format

The proposal must contain the following information:

1. Details of service delivery centre including:

- a. Location
- b. Total number of SAP ABAP resources
- c. Hours of operation

2. Details of current support contracts including;

- a. Client Name/Client Description
- b. Industry
- c. Number of users
- d. Number of years the support contract has been running for

3. Proof of capability

Provide the following details of SAP ABAP resources to be allocated to support the SABC:

- a. CVs of SAP ABAP resources

This information will only be used for the intended purpose of evaluations of this RFQ.

- a. Total Number of SAP ABAP resources available including details of engagement terms within your organisation (Permanent/Contractor/Sub-Contractor)
- b. Average K-Rating of SAP ABAP resources

3. RFQ Validity period

This bid will remain valid **90 (ninety) days** from the date of bid closing.

4. Costing

The indicative costing should reflect a detailed cost breakdown, and any direct or indirect costs associated with the rendering of services.

5. Duration of the Contract

Two (2) years

6. Location

Auckland Park, Johannesburg

7. SECOND PHASE: FUNCTIONALITY / TECHNICAL EVALUATION CRITERIA

Bidders should note that only bidders who met the **Mandatory Documents** of the bid will be evaluated further 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 ensuring the selection process is transparent and affording all the bidders a fair opportunity for evaluation and selection.

This tender will be evaluated in three Phases:

- **Phase 1 MANDATORY EVALUATION** of the Functional, User and Technical requirements
- **Phase 2 (Section 4) - FUNCTIONALITY EVALUATION CRITERIA**
- **Phase 3 (Section 5) - PRICE AND SPECIFIC GOALS**

This tender will be evaluated in four Phases of evaluation based on the **criteria below**:

- **Phase 1** - The tender submission will be evaluated on mandatory compliance on (Phase1). Non-submission of the mandatory documents will result in automatic disqualification and bidders will be eliminated from further evaluation (Phase 2).
- **Phase 2** - Bidders who meet the set threshold from Phase 1, will be evaluated further on Phase 2 out of the set threshold. All bidders achieving less than the set minimum threshold of **62** will not be evaluated further on Phase 3.
- **Phase 3**- Bidders, who meet the set threshold from Phase 2, will be evaluated further on Price and Specific Goals.

The Pre-requisite Tender Response required:

Bidders are requested to respond to Phase 1 and Phase 2 of the tender in the following format:

- 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. (Note that failure to provide a response to a specific requirement will result in a zero score for that requirement, which will negatively impact scoring of your proposal).
- The response to the requirements must state "Comply" or "Non-Comply." The bidder must specify how the system/product delivers or differs, for each aspect as stated below, including a commitment and references or supporting information where applicable to clarify the response, i.e. bidder must share proof of compliance in the last column such as document name, page number, and section of the proposal, or technical information brochure, or line item in the quotation.
- A "Partially Comply" statement, non-response, or response without detail will be seen as "non-Compliant".

Evaluation Area	Evaluation Criteria	Max Points	Min Points	Compliance response and page reference
Company Experience	<p>Proven historical record, ability, and success in delivering on projects of this nature.</p> <p>The reference letter must:</p> <ol style="list-style-type: none"> 1. Be on client’s company’s letterhead 2. Be signed by an authorised client representative 3. Stipulate the client contact details (name and phone number/email) <ul style="list-style-type: none"> • From 3 or more companies (20) • From 2 companies (10) • From less than 2 companies (0) <p>The Reference letters should be dated and signed.</p>	20	10	
	<p><u>Current support contracts with South African companies:</u></p> <ul style="list-style-type: none"> • 5 or more companies with more than 1000 SAP system users and/or number of employee records managed on SAP (20) • 3-4 companies with more than 1000 SAP system users and/or number of employee records managed on SAP (10) • 2 companies with more than 1000 SAP system users and/or number of employee records managed on SAP (5) • No companies with more than 1000 SAP system users and/or number of employee records managed on SAP (0) 	20	5	
	<p>SAP ABAP resources to be allocated to the SABC (CV’s and proof of <u>Professional or higher</u> certification to be included in response):</p> <p>All allocated staff have the following:</p> <ol style="list-style-type: none"> 1. Certification: SAP ABAP Developer 2. Minimum of 7 years’ SAP ABAP development experience of which a minimum of 3 years should have been in a support environment. 3. Programming diploma / degree 4. Experience in SAP Fiori implementation 5. SAP ABAP experience of HCM Payroll and Time Management. <p>All staff comply with 1-2 as stated above (25) All staff comply with 3 as stated above (5) All staff comply with 4 as stated above (5) All staff comply with 5 as stated above (5)</p>	40	35	

Project Implementation and Commissioning	Provide details of the approach to deliver the service based on the requirements contained in this document. Project Implementation: <ul style="list-style-type: none"> • Detailed project implementation/ management plan provided (5) • No /insufficient details supplied (0) 	5	0	
	Anticipated timelines to initiate support services post tender award, i.e. how long will it take to start supporting the SABC after the contract has been signed. <ul style="list-style-type: none"> • 1 – 3 weeks (5) • 4– 6 weeks (2) • More than 6 weeks or no information provided (0) 	5	2	
Support	Describe service management process. <ul style="list-style-type: none"> • Detailed service management process described from registering a service request to completion (10) • No / insufficient details supplied (0) 	10	10	
TOTAL		100	62	

10 PRICE AND BEE (SPECIFIC GOALS)

- 10.5 The 80/20 preference point system will apply to evaluate responses.
- 10.6 The award of the tender / RFQ to will be based on functionality evaluation.
- 10.7 The Price and BEE (Specific goals) will be applicable to award the highest scoring bidder.

11 PRICE AND BEE (SPECIFIC GOALS) APPLICATION DURING CONTRACT IMPLEMENTATION

11.5 PRICE

The **80/20** preference point system

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

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

Ps = Points scored for comparative price of bid under Consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

11.6 BEE (SPECIFIC GOALS)

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.**

11.7 ADJUDICATION USING A POINT SYSTEM

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

11.8 Objective Criteria

- The SABC reserves 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.
- The SABC will not award contract/s to the bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, company financials, etc. will be eliminated from the bid process.
- The SABC reserve the right not to award this tender to any bidder who fails the financial stability assessment.
- No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.

- Should employees resign or retire from the employment of the SABC and become directors of other businesses tendering with the SABC, such tender shall not be considered until the cooling off period of 24 (twenty-four) months has expired.
- Should the employee be dismissed from the SABC employment, such employee shall be prohibited from conducting business with SABC for a period of 5 (five) years from the date of dismissal.
- Should the employee be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- The SABC shall not procure any goods, services, works or Content from any Board member or Board member owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- Should the SABC's Board members no longer serve on the SABC Board but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 24 (twenty-four) months has expired.
- Should the Board member be found guilty in a court of law due to criminal conduct/act, such Board member will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- The SABC shall not procure any goods, services, works or Content from any independent contractor or independent contractor owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- Should the Independent Contractor no longer be contracted to the SABC but become directors of other companies, the SABC shall not conduct business with those companies until the cooling-off period of 24 (twenty-four) months has expired.
- Should the Independent Contract be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.

12 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.

13 CONDITIONS TO BE OBSERVED WHEN TENDERING

- 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.
- No tender shall be deemed to have been accepted unless or until a formal contract / letter of award is signed by both parties.
- **The Corporation reserves the right to:**
 - Not evaluate and award submissions that do not comply with this tender document.
 - Make a selection solely on the information received in the submissions
 - 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 BEE & Price.

14 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 any circumstances be responsible or liable for any such costs, regardless of, without limitation, the outcome of the bidding, evaluation, and selection process.

15 PAYMENT TERMS

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

END OF RFQ DOCUMENT

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

- Annexure A - Declaration of Interest
- Annexure B - SBD 6.1 Form
- Annexure C - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure D - Previous completed projects/Current Projects
- Annexure E - SBD 4 Form
- Annexure F - Pricing Schedule

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 favoritism, should the resulting tender, or part thereof be awarded to-
 - (a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
 - (b) any person who acts on behalf of SABC; or
 - (c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
 - (d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

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

Does such a relationship exist? [YES/NO]

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

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

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

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

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

1.1 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).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 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.

1.4 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

1.5 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.

1.6 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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) (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: 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 tender 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
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS

1. CONSORTIUMS AND JOINT VENTURES

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

2 SUB-CONTRACTING

- 2.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 2.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.3 A person awarded a contract may not subcontract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3 DECLARATION OF SUB-CONTRACTING

3.1 Will any portion of the contract be sub-contracted? YES / NO

3.2 If yes, indicate:

- 3.2.1 The percentage of the contract will be sub-contracted%
- 3.2.2 The name of the sub-contractor
- 3.2.3 The B-BBEE status level of the sub-contractor.....
- 3.2.4 whether the sub-contractor is an EME YES / NO

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

PLEASE COMPLETE AND ATTACH THIS ANNEXURE TO YOUR TENDER RESPONSE

1. Details of companies with **large** SAP implementations (**1000 or more SAP system users/employees**) **currently** supported. Please complete the following table in your response:

COMPANY NAME	COMPANY CONTACT DETAILS	NUMBER OF SAP SYSTEM USERS	NUMBER OF EMPLOYEE RECORDS MANAGED ON SAP

2. Confirmation of SAP Accreditation

	YES	NO
Accredited SAP Support Partner (PartnerEdge with PE Service Authorisation)		
SAP accreditation attached to response		

3. Confirmation of Local Support

	YES	NO
Local support office in Gauteng		

Address of Support Office in Gauteng:

4. Confirmation of SLA Acceptance

	YES	NO
Agree to SLA Terms in Section 4.4		

SIGNATURE

NAME

DESIGNATION

COMPANY NAME

DATE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

3.1.1 If so, furnish particulars:
.....
.....

4. DECLARATION

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
 - 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 - 3.3 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 consortium² will not be construed as collusive bidding.
 - 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
 - 3.4 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.
 - 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

² 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.

