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RFQ	RFQ/LOG/2022/59
RFQ ISSUE DATE	24 MAY 2022
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PREVENTATIVE MAINTENANCE, TECHNICAL SUPPORT, REPAIRS AND LEASING OF GENERATORS AT SABC AUCKLAND PARK FOR THREE YEARS.
Compulsory RFQ Briefing Session Date	30 MAY 2022 @ SABC AUCKLAND PARK, ENTRANCE 2 RADIO PARK AUDITORIUM @ 11H00AM
CLOSING DATE & TIME	20 JUNE 2021 AT 12H00PM

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

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

The Tenderer shall have a CIDB Grading of minimum 4EP/EB. The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award.

For queries, please contact Vusimuzi Kheswa via email: [Tenderqueries@sabc.co.za](mailto:Tenderqueries@sabc.co.za)

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

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

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

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

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

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

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

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

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

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

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

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

**FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENTS**

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

<b>MANDATORY REQUIREMENT</b>		<b>COMPLY/ NOT COMPLY</b>
<b>1.</b>	Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of <b>4EP/EB.</b>	

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

**AN APPOINTED BIDDER/S ARE REQUIRED TO MAINTAIN THE BBBEE LEVEL AND BLACK OWNERSHIP STATUS THROUGHOUT THE DURATION OF CONTRACT UNTIL IT LAPSE**

## 1. REQUIRED DOCUMENTS

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

**Note 1:**

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

**Note 2:**

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

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

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

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

## **DETAILED TECHNICAL SPECIFICATION**

### **1. Background**

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

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

Due to the various Broadcasts activities transpiring in the Corporation's Head Office on a daily basis and the business requirements, the SABC Auckland Park Campus power supply includes standby diesel generators power to prevent total outage during mains power supply failures from the Johannesburg Municipality. The standby diesel generators are critical to the SABC business operations which operate 24 hours seven days a week and provide emergency power to critical equipment such as Emergency lighting, Access Control, CCTV and Security, Fire detection and Suppression and Broadcasting equipment during power failures. The current stock comprises new, old and rental generators. The old stock has long finished its lifecycle span and requires serious attention and constant monitoring. They also have high failure rate and are not quite efficient. The newer stock at the TV site was installed in 2019 and is running smoothly with all the latest technology and high efficiency provisions. The project to install the new generators in the Radio Park site commenced in May 2021 and the estimated completion date is end of September 2022. The new stock will be added in this maintenance service after commissioning and handover.

Failures and breakdowns of the generator affect the business operations and results in loss of income to the organisation. Furthermore, it causes reputational damaged to the SABC brand. The users of these facilities are also exposed to major safety risk if not maintained in line with the original manufactures' specification. It is anticipated that this proper planned maintenance and schedule repairs will improve the operation of the assets.

### **2. Scope of Services**

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

The Works for this Contract comprises the preventative maintenance, repairs, and leasing of standby diesel generators.

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

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, hauling, hoisting, excavation, backfill, supervision and services necessary to maintain generators.
- Conducting maintenance and repairs to the existing and new generators.
- Provide training to SABC employees on the maintenance and operation of standby generators

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

#### **(a) Preventative Maintenance**

The contractor will be responsible for conducting preventative maintenance on the standby diesel generators on a scheduled basis in line with the manufacturer's manual. The preventative maintenance shall include but not limited to the following:

- Annual servicing of the generators as per the job card request (oil change, coolant changes, filters, drive belts, hoses, mechanical adjustments etc. including supply of all consumables necessary to complete the service)
- Perform electrical tests on the generators, record findings and propose measures to address the identified findings.
- Verify generator controller settings, implement correct settings, and keep records
- Submit detailed maintenance reports of the work done, tests performed, test results, defects found, adjustments made and recommendations.

Service rates shall apply for all preventative maintenance as per values agreed on the maintenance contract. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer or his representative. SABC reserves the right to remove generators from the schedule due to changes in operational requirements and the contract amount will be adjusted accordingly.

#### **(b) Reactive Maintenance**

The Contractor shall address all callouts and/or ad-hoc maintenance and the response time shall be as stipulated on the service level agreement. Where the Contractor is called out for faults or requested to provide a service, the Contractor shall only be paid for the callout and

labour and unscheduled rates shall apply. Where the service contractor is required to provide spares or services not included in the bill of quantities, the Contractor shall first submit a quote for approval, and can only provide the spares and services after approval has been granted in writing and a 10% mark-up shall apply for all third-party items, services, and spares.

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

- Perform ad-hoc mechanical and electrical repairs on planned and emergency basis.
- Supply and install all mechanical and electrical components on approval of a quotation on an ad-hoc planned and emergency basis.
- Supply and install auxiliary components such as oil pressure sensors, switched, sender units, glow plugs, batteries, etc. on approval of a quotation on and as and when required.
- Supply and install electrical components such as relays, contactors, change-over assemblies, cabling etc. on approval of a quotation as and when required.
- Provide an auto electrician for all engine wiring requirements on and as and when requires basis.
- Provide technical support for controllers and advise SABC on solutions
- Provide technical support on newly built equipment(generators) and future generators' needs.
- Compile procedures and drawings on an ad-hoc basis when required.
- Perform investigations in the event of power supply interruptions and generator fails to take load.
- Root cause Analysis
- Submit detailed report on breakdowns and repairs

(c) Hired Generators

To supply hired generators on an ad-hoc basis as detailed on the BOQ

## **2.2 Maintenance Management**

### **2.2.1 Preventative Maintenance**

All preventative maintenance work shall be scheduled by the SABC or its authorized representative and communicated to the Contractor. When the maintenance is due the authorized SABC representative will issue a job card to the contractor and together shall perform the necessary planning and preparations for the successful execution of the work. Work shall be scheduled in a manner as not to interfere with any normal operations of the

SABC. On completion of work the SABC representative together with the contractor shall inspect the works and if both parties are satisfied with the work done both shall sign off the job card together with the maintenance reports. The appointed service provider will be required to work and cooperate with other contractors on site whenever it is necessary for the purpose of new installations, maintenance, fault finding and repairs.

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

### **2.3 Reactive Maintenance**

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

### **2.4 Response Time**

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

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

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

This shall be defined as an event that requires an immediate response or action to prevent and or mitigate against equipment damage, harm or injury to persons or property or to limit the disruption of services. The Contractor shall respond to an emergency call-out within **1 hour**.

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

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

(c) Routine Response

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

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

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

**2.5 Modifications/ Improvement Process**

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

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

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

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

**2.6 Performance Management**

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

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

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

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

### **2.6.1 Key Performance Indicators**

SABC will monitor Contractor's performance and report on it on a regular basis.

Contractor's Performance Indicators are as follows:

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

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

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

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

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

- (d) Return the entire lot of non-conforming material, component or systems to Contractor.
- (e) Contractor to sort/rework/repair the non-conformance at SABC sites.
- (f) SABC to identify an external resource (certified by SABC to perform, sort/rework/repair at the cost of the Contractor).

### **2.6.3 Cost Recovery**

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

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

## **2.7 Key Personnel**

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

### **2.8 Management of Meetings**

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

### **2.9 Communication**

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

### **2.10 Health, Safety and Environment**

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

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

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

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

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

All Contractors must ensure that his/her employees are familiar with the existing

emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

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

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

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

## **2.11 Environmental Management**

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

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

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

Proof of such disposal must be submitted to SABC.

## **2.12 Access**

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

## **3 Generators' Information**

Make	Type	Rating	Qty	Location
Rolls Royce G1	D1015	500kVA	3	SABC Auckland Park. TV Campus
Cummins	KTA-38-G5	1000kVA	3	SABC Auckland Park. TV Campus
Cummins	KTA-38-G2	750kVA	2	SABC Auckland Park. TV Campus

Cummins	KTA-38-G5	750kVA	1	SABC Auckland Park. TV Campus
Mitsubishi	S16R – PTA	1650kVA	1	SABC Auckland Park. TV Campus
Existing Scania	TBA	TBA		SABC Auckland Park. Radio Campus
Containerized Perkins	TBA	1250kVA	2	SABC Auckland Park. Radio Campus New
Open Set Perkins	4008TAG2A	1000kVA	4	SABC Auckland Park. Radio Campus New
Containerized Scania	DC16093A	500kVA	2	SABC Auckland Park. Radio Campus New
Containerized Perkins	TBA	1650kVA	1	SABC Auckland Park. Radio Campus New
Volvo	TBA	170kVA		SABC Pretoria

**NB: The Radio Park Generators (New) are still in the process of being commissioned and there is a provision for a 12-month maintenance and warranty as part of the build project. Therefore, maintenance of these generators under this contract can only commence once the warranty period is over.**

## 2. RFQ Response Information

### Effective Date of Bid

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

## 3. Pricing

- (a) The prices and rates in the Bill of quantities for Preventative Maintenance shall be treated as being fully inclusive of all labour, tools, materials, consumables, transport, overheads, liabilities, risks, obligations and profit as incurred or required by the contractor in carrying out the item.
- (b) The base rates will be adjusted in accordance with Consumer Price Index with effect from the 2<sup>nd</sup>, and third year. A 6,5% shall be used for illustrative purposes, for example the total amount of the previous year to be multiplied by 1,065 to get the total amount for the following year.
- (c) Unscheduled rates shall apply during breakdowns and repairs.
- (d) The provisional sum shall be used on and as and when required on a proven cost basis and 10% mark-up shall apply for all third - party items and services. The mark-up shall be calculated on the amount for each item or service excluding VAT. Expenditure against the provisional sum shall be authorised by the project manager or his delegate.

**Refer to Annexure L for Bill of Quantities.**

#### 4. Duration of the Contract

Three (3) years contract

#### 5. Evaluation criteria

##### 5.1 BBBEE and Price

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

##### 5.2 Technical Evaluation

- The tender submission will be technically evaluated out of **120**.
- A minimum threshold of **85** out of a maximum of **120** 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.

##### 5.3 Objective Criteria

- The SABC further reserve the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.
- Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.

### SECOND PHASE: PAPER BASED EVALUATION CRITERIA

The minimum score required for functionality will be <b>86 points out of a total of 120 points equating to 71,6%</b> . Tenderers also need to meet the minimum threshold per criterion as set out in the table below.				
	<b>EVALUATION CRITERIA</b>	<b>PROOF/EVIDENCE</b>	<b>MIN SCORE</b>	<b>MAX SCORE</b>
<b>MAX SCORE FOR QUALITY (TECHNICAL OFFER)</b>			<b>86</b>	<b>120</b>
<b>1.</b>	<b>PLANT AND EQUIPMENT</b>			
1.1	List of vehicles owned The form listed in the returnable(s) is to be used (Annexure C)	Submit vehicle registrations papers or vehicle certificate on the company name.	5	5
<b>2.</b>	<b>ORGANISATION</b>			

<p>2.1</p>	<p>Prove and demonstrate relevant company experience in maintenance and repairs of standby diesel generators within the last 5 years The form listed in the returnable is to be used (Annexure D)</p>	<p>List of completed projects relevant to the specified scope of works clearly showing the project site, scope of work, start date, end date and contract amount (supported by appointment letter and completion certificates)</p> <p>5 and greater maintenance contracts = 20</p> <p>3 to 4 maintenance contracts = 15 2 maintenance contracts = 5 1 Maintenance contract = 0</p>	<p>15</p>	<p>20</p>
<p>2.2</p>	<p>Submit 3 contactable references where similar work has been conducted within the last within the last 5 years. The reference letters must correspond to the projects provided in 2.1 above. The Reference form listed in the returnable is to be used. (Annexure F)</p>	<p>3 Reference Form in prescribed format = 30 2 Reference Form in prescribed format = 20 1 Reference Form in prescribed format = 10</p>	<p>20</p>	<p>30</p>
<p>2.3</p>	<p>Tender's Approach and Methodology in response to the proposed scope of work that outlines the Approach and Methodology</p>	<p>Tenders Approach and methodology:</p> <p>Team Organogram clearly defining the role of each member = 2</p> <p>An indication to be provided where project team members will be based during the full duration of the project. The <b>city</b> where team members will be based should be specified = 2</p> <p>Preventative maintenance = 2</p> <p>Attending to breakdowns and emergencies within the stipulated response time = 2</p> <p>Reporting and Documentation = 2</p> <p>Quality management = 2</p> <p>Business Continuity during protest and unrest = 2</p> <p>Safety Management = 2</p>	<p>12</p>	<p>16</p>

3.		KEY PERSONNEL		
3.1	Artisan diesel mechanic with relevant experience on the maintenance of standby diesel generators. (Annexure G)	Trade Test and CV clearly showing relevant experience  More than 5 years' experience = 10  3 to 5 years' experience = 8  1 to 2 years' experience = 3  Less than 1 years = 0	8	10
3.2	Artisan electrician with relevant experience on the maintenance of standby diesel generators.	Trade Test and CV clearly showing relevant experience  More than 5 years' experience = 10  3 to 5 years' experience = 8  1 to 2 years' experience = 3  Less than 1 years = 0	8	10
3.3	Artisan auto electrician with relevant experience on the maintenance of standby diesel generators	Trade Test and CV clearly showing relevant experience  More than 5 years' experience = 10  3 to 5 years' experience = 8  1 to 2 years' experience = 3  Less than 1 years = 0	8	10
3.3	Key personnel Training Certificates for diagnostic and Programming equipment for the Engine Management System and Deepsea Controllers The form listed in the returnable(s) is to be used (Annexure C)	Submit certificate of training for Engine Management System Diagnostics and Programming =5 Submit certificate of training for Deepsea Electronic Controller =5	5	10
4.		5. LOCAL OFFICE		
	Ability to respond on emergencies on site 24/7. <b>Proof of physical address to be attached (Form B1) to score relevant points. (Only certified copies of utility bills, local council letters, CIPC documents, lease agreements shall be considered)</b> (Annexure I)	Local office within Johannesburg Metro Municipality = 5  Office out of Johannesburg Metro Municipality, but within Gauteng =3  Office outside Gauteng =0	3	5
6.		7. GUARANTEES AND WARRANTEES		
5.1	Warrantees and guarantees on workmanship and spares	A supplier must submit in writing commitment of the duration with regards to warranties and guarantees on workmanship and spare parts	2	4

		More than 1 year's warranty = 4		
		1 year warranty = 2		
		Less than 1 year warranty = 0		

## 6 ADJUDICATION USING A POINT SYSTEM

- 6.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 6.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 6.3 In the event that two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 6.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality
- 6.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

## 7 POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

$P_s$  = Points scored for comparative price of bid under Consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{min}$  = Comparative price of lowest acceptable bid

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

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

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

- I. Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by a verification Agency accredited by SANAS for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates or DTI Affidavit.
- II. Bidders other than EMEs must submit their original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS.
- III. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
- IV. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- V. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- VI. A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intend sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.
- VII. A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

## **8 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.

## **9 CONDITIONS TO BE OBSERVED WHEN TENDERING**

- 9.1 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.
- 9.2 No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.
- 9.3 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.

**10 Cost of Bidding**

The Tenderer shall bear all costs and expenses associated with preparation and submission of its tender or RFQ, and the Corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

**END OF RFQ DOCUMENT**

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

- Annexure A - Declaration of Interest
- Annexure B - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure C - Schedule of Equipment
- Annexure D - Previous completed projects
- Annexure E - Current projects
- Annexure F - Reference Form
- Annexure G - Approach and Methodology
- Annexure H - Key personnel
- Annexure I - CIDB registration certificate
- Annexure J - Proof of address
- Annexure K - Warranty confirmation letter
- Annexure L - Bill of Quantities
- Annexure M - SBD 8 & 9 Forms

**DECLARATION OF INTEREST**

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

it is required that:

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

Does such a relationship exist? [YES/NO]

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

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

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

\_\_\_\_\_  
SIGNATURE OF DECLARANT

\_\_\_\_\_  
TENDER NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION OF DECLARANT

\_\_\_\_\_  
NAME OF COMPANY OR TENDERER

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

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

**2 SUB-CONTRACTING**

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

**3 DECLARATIONS OF SUB-CONTRACTING**

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

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

**ANNEXURE “C”**

**Vehicles**

	Description	Make and Model	Registration Number
1.			
2.			
3.			
4.			
	<b>Signed on behalf of the tenderer:</b>	<b>Date:</b>	
	-----	-----	
	<b>Name:</b>	<b>Position:</b>	
	-----	-----	

***If the registration documents are not attached, a zero (0) will be scored in terms of the Technical Functionality of this Tender.***

**Certificates of Training**

	Training Service Provider	Description
1.		
2.		
3.		
4.		
	<b>Signed on behalf of the tenderer:</b>	<b>Date:</b>
	-----	-----
	<b>Name:</b>	<b>Position:</b>
	-----	-----

The schedule must be signed to confirm that the information provided above is correct and attach training certificates

***If the training certificates (Diagnostic Equipment for Engine Management System and Deepsea Electronics) are not attached, a zero (0) will be scored in terms of the Technical Functionality of this Tender.***



**ANNEXURE “E”**

**Current projects**

Project Details/Contract description	Project Site	Projects Value (Rands)	Dates	
			Start	End
<b>Signed on behalf of the tenderer:</b> _____		<b>Date:</b>	_____	
<b>Name:</b> _____		<b>Position:</b>	_____ --	

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

REFERENCE FORM

It is critical to complete the form fully. SABC Will not give scores for incomplete forms. Reference forms must correspond with the projects provided under the company experience.

Referee Company Legal Name: \_\_\_\_\_

Bid Description (Referee provided for): Maintenance of Diesel Generators at SABC Auckland Park

Describe the Services/ Work Done:  
\_\_\_\_\_  
\_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date:-  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

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

Would you use the service provider again: Yes/ No?

Referee Contact Person: \_\_\_\_\_

Referee Designation: \_\_\_\_\_

Referee Contact Number: \_\_\_\_\_

Referee Email: \_\_\_\_\_

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

Bidder’s Referee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMPANY STAMP

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

**“ANNEXURE G”**

**APPROACH AND METHODOLOGY**

**[The Tenderer shall attach to this page a copy of their proposed approach and methodology to undertake the scope of works and organogram of proposed project team. This technical proposal will be evaluated in terms of the quality (functionality) criteria in this document]**

**“ANNEXURE H”**

**KEY PERSONNEL**

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

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

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

<b>CATEGORY OF EMPLOYEE</b>	<b>NAME AND SURNAME</b>	<b>YEARS OF EXPERIENCE (In trade)</b>	<b>QUALIFICATIONS</b>
<b>Diesel Mechanic</b>			
<b>Electrician</b>			
<b>Auto Electrician</b>			

SIGNATURE: ..... DATE .....

*(Of person authorised to sign on behalf of the Tenderer)*

**CONTRACTOR'S PROOF OF REGISTRATION WITH CIDB**

***[The Tenderer shall attach hereto the Contractor’s Certificate of Registration with CIDB or proof of application or provide the Contractor’s CRS Number below. In the case of a Joint Venture, proof of registration must be provided for each member of the Joint Venture. Failure to submit the certificate or proof of application or to provide the Contractor’s CRS Number with the tender document may lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].***

Contractor:

CIDB Grade:

CRS Number:

SIGNATURE: ..... DATE .....

*(Of person authorised to sign on behalf of the Tenderer)*

**“ANNEXURE J”**

**PROOF OF PHYSICAL ADDRESS**

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

SIGNATURE: ..... DATE .....

*(Of person authorised to sign on behalf of the Tenderer)*

**“ANNEXURE K”**

**WARRANTY CONFIRMATION LETTER**

The tenderer shall attach to this form warranty confirmation letter.

SIGNATURE: ..... DATE .....

*(Of person authorised to sign on behalf of the Tenderer)*

## BILL OF QUANTITIES

Item	Description	Unit	Qty	Rate	Amount
				Year 1	Year 1
<b>1.</b>	<b>Preventative Maintenance</b>				
1.1	Rolls Royce G1, D1015, 500kVA (3)	Each	3		
1.2	Cummins, KTA-38-G5, 1000kVA (3)	Each	3		
1.3	Cummins, KTA-38-G2, 750kVA (2)	Each	2		
1.4	Cummins, KTA-38-G5, 750kVA (1)	Each	1		
1.5	Mitsubishi, S16R - PTA, 1650kVA (1)	Each	1		
1.6	Containerized Perkins 1250Kva (2)	Each	2		
1.7	Open Set Perkins 1000kVA (4)	Each	4		
1.8	Containerized Scania 500kVA (2)	Each	2		
1.9	Containerized Perkins 1650Kva (1)	Each	1		

1.10	Volvo, 170kVA (Pretoria Office) (1)	Each	1		
1.11	Existing Scania 500kVA (1)	Each	1		
	<b>Sub Total</b>				
<b>2.</b>	<b>Reactive Maintenance</b>				
<b>2.1</b>	<b>Unscheduled Rates:</b>				
2.1.1	Labour Rate (Artisan) Monday to Friday	Rands/hour	36		
2.1.2	Labour Rate (Artisan) Weekend and Public Holidays	Rands/hour	36		
2.1.3	Technical Assistant (Monday to Friday)	Rands/hour	36		
2.1.4	Technical Assistant (Weekend and Public Holidays)	Rands/hour	36		
2.1.5	Call-Out Rate (Monday to Friday)	Rands/hour	36		
2.1.6	Call-Out Rate (Weekend and Public Holidays)	Rands/hour	36		
	<b>Sub Total</b>				
<b>2.2</b>	<b>Provisional Sum</b>				

2.2.1	Supply of spare parts (Boost pressure sensors, Oil pressure sensors and switches, coolant temperature sensors, solenoids, starters, relays, thermostats, oil coolers, belts, fuel pumps, actuators, oil pumps, coolant pumps, oil filters, air filters, injectors, glow plugs, turbo chargers, hoses, clamps, starting batteries, premixed coolant, oil, Engine Management Systems, contactors, timers, Change Over Controllers, MCBs, MCCBs, voltmeters, cables, wires, light bulbs etc)	Sum	1	R300 000,00	R300 000,00
2.2.2	Conducting fault investigations and repairs of generators				
2.2.3	Fixing leaks (coolant, oil and diesel) and cleaning of spillages				
2.2.4	Sanding out/removal of rust and painting of generators				
2.2.5	Providing rental generators inclusive of maintenance				
	<b>Sub Total</b>				<b>R300 000,00</b>

3. Summary Schedule		
Item	Description	Amount
3.1	Preventative Maintenance	
3.2	Unscheduled Rates	
3.3	Provisional Sum	R300 000,00
	<b>Sub-Total (Year 1)</b>	
3.4	Sub Total year 2 (year 1 plus CPI escalation*)	_____ x 1,065 =
3.5	Sub Total year 3 (year 2 plus CPI escalation*)	_____ x 1,065 =
	<b>Subtotal</b>	<b>Sum of year 1 to 3 = _____</b>
3.6	VAT (15%)	
3.7	<b>Total</b>	
<b>To be carried to the form of offer</b>		<b>3 years amount plus VAT = _____</b>

\*Contract values will be increased according to the current stipulated Statistic SA – Consumer Price Indices- all income groups. 6,5% escalation should be used for illustrative purposes.

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system.
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf  
of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. The bidder authorizes me to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder

Js914w 2