



SOUTH AFRICAN BROADCASTING CORPORATION SOC LIMITED
("The SABC")

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2022/163
RFQ ISSUE DATE	04 NOVEMBER 2022
NON COMPULSORY BRIEFING SESSION / SITE INSPECTION	NONE
RFQ DESCRIPTION	MAINTENANCE, SERVICE AND REPAIRS OF UPS FOR A PERIOD OF THREE (3) YEARS AT SABC OFFICES MBOMBELA
CLOSING DATE & TIME	18 NOVEMBER 2022 AT 12H00
RFQ VALIDITY PERIOD	90 DAYS (COMMENCING FROM THE RFQ CLOSING DATE)
PREFERENCE POINT SYSTEM	80/20

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

For queries, please contact **Asakundwi Nenguda** at 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

REQUIRED DOCUMENTS

- 1.1 Proof of 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 BBBEE 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;
 - 1.5.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
 - 1.5.2 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.

NO CONTRACT WILL BE AWARDED TO SUPPLIER WHO'S NOT REGISTERED ON CSD.

DETAILED TECHNICAL SPECIFICATION

1. BACKGROUND

SABC Mpumalanga is situated in the City Centre Building, Nelspruit and relies on two (2) UPS's for. The generator will auto start during a power failure, charging the two (2) UPS's that are supplying electricity to ensure business continuity. By servicing and maintaining these UPS's we are ensuring that broadcasting will not be disturbed. If these services fail it will result in the SABC not being able to fulfil its mandate which will have an impact on revenue and listenership.

The successful company must demonstrate its capability and experience with regards to the following:

- Extensive experience and knowledge in the Electrical engineering industry.
- Compliance with the Electrical engineering industry.
- Ability to react on emergency repair calls.
- Must have the necessary Accreditation for repairs and installation.

2. OBJECTIVES

The main objective is to procure the service providers that will perform the work as per the specification.

3. REQUIREMENTS AND SCOPE OF SERVICES

The Works for this Contract comprises the servicing, repairs and/or any other future Ups installations

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 UPS.
- Carrying out maintenance and repairs to the existing and new UPS.

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

(a) Preventative Maintenance

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

Minor Service

No.	MAINTENNACE INSTRUCTION
1.	Verify and record all alarms before inspection.
2	Measure and record the battery float charge voltage.
3.	Measure and record the battery charge voltage.

4.	Measure and record the battery charge current.
5.	Measure and record the UPS output voltage on all three phases.
6.	Measure and record the UPS output line currents on all three phases.
7.	Check that all panel instruments and metering equipment are in working order and replace if needed (approval required)
8.	Isolate the UPS from the mains and batteries. Switch on bypass switch and do the following: <ul style="list-style-type: none"> • Check electrolytic capacitors for leaks and deforming • Check magnetic components for overheating delaminating and firmly secured. • Check cables for overheating and damage. • Clean printed circuit boards and replace if needed. • Check all UPS air intakes, exhausts, cooling fans including all filters • Clean inside of enclosure • Check batteries electrolyte and top up if needed • Check and clean battery terminals.

Major Service

No.	MAINTENNACE INSTRUCTION
1.	Verify and record all alarms before inspection.
2.	Replace battery (17AH 12V Batteries x 40)
3.	Measure and record the battery charge voltage.
4.	Measure and record the battery charge current.
5.	Measure and record the UPS output voltage on all three phases.
6.	Measure and record the UPS output line currents on all three phases.
7.	Check that all panel instruments and metering equipment are in working order and replace if needed (approval required)
8.	Isolate the UPS from the mains and batteries. Switch on bypass switch and do the following: <ul style="list-style-type: none"> • Check electrolytic capacitors for leaks and deforming • Check magnetic components for overheating delaminating and firmly secured. • Check cables for overheating and damage. • Clean printed circuit boards and replace if needed. • Check all UPS air intakes, exhausts, cooling fans including all filters • Clean inside of enclosure • Check batteries electrolyte and top up if needed • Check and clean battery terminals.

UPS Information:

No	Description
1.	AWD UPS Model- 20kVAH Capacity- 20kVA/20kW Serial number- 900201910310131

2.	AWD UPS Model- 20kVAH Capacity- 20kVA/20kW Serial number- 900201910310132
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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 UPS from the schedule due to changes in operational requirements and the contract amount will be adjusted accordingly.

(b) Reactive Maintenance

The Contractor shall attend to all callouts and/or ad-hoc maintenance and the response time shall be as stipulated on the service level agreement. Where the Contractor is called out for faults or requested to provide a service, the Contractor shall only be paid for the labour, materials and services that have been rendered during the call out or request of service and unscheduled rates shall apply. Where the service contractor is required to provide spares or services, the Contractor shall first submit a quote for approval, and can only provide the spares and services after approval has been granted in writing.

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

- Perform ad-hoc electronics and electrical repairs on planned and emergency basis.
- Supply and install all Electronics and electrical components on approval of a quotation on an ad-hoc planned and emergency basis.
- Supply necessary components, batteries, etc on approval of a quotation on and as and when required.
- Supply and install electrical and electronic components etc on approval of a quotation as and when required.
- Provide technical support for controllers and advise SABC on solutions
- Provide technical support on newly built equipment (Up's) and future UPS' needs.
- Compile procedures and drawings on an ad-hoc basis when required.
- Perform investigations in the event of power supply interruptions
- Root cause Analysis
- Submit detailed report on breakdowns and repair

Maintenance Management

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.

Reactive Maintenance

SABC or its authorized representative will report any Up's 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.

New installation

Supply and Installation of Ups as when required subjected to the approval of quotation from SABC representative.

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

(a) Emergency Response

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

(b) Urgent Response

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

(c) Routine Response

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

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day. SABC will hold the Contractor liable for any costs incurred as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

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.

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

Key Performance Indicators

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

Contractor's Performance Indicators are as follows:

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

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

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

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:

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

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.

Key Personnel

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

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.

Communication

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

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.

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.

4. RFQ RESPONSE INFORMATION

4.1 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.

5. COSTING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and the SABC shall under no circumstances be responsible or liable for any such

costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process

6. LOCATION OF SITE

The Contract site and **delivery point** is at **SABC Mpumalanga Mbombela**.

7. 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.

8. ACCESS

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

9. EVALUATION CRITERIA

9.1 Mandatory requirement

All bid respondents must submit mandatory document that comply with mandatory requirement. Bids that do not comply with the mandatory requirement will be disqualified and will not be considered for further evaluation.

Mandatory document	Compliant	Non-Compliant
Bidder to submit CIDB grade EB 1 or Higher (Register with the board and hold valid registration issued by the board) The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award.		

9.2 Functionality evaluations

Evaluation Criteria	Requirement	Min. Score	Max.Score
The bidder to submit valid reference letters of successfully completed similar type of projects from previous clients. Valid Reference must be on a client letterhead and duly signed with contact details (telephone numbers/email address).	Bidders to provide reference letters on a client letter head of provision of maintenance and repairs of UPS unit. <ul style="list-style-type: none"> Five to three reference letters = 10 points Two to one reference letter/s = 5 points No reference letter = 0 point NB: No reference letters = Disqualified for further evaluation. Appointment letters cannot be used in place of reference letters.	5	10
Warranties and guarantee on workmanship and spares	<ul style="list-style-type: none"> One year warranty and guarantee on workmanship and spares = 10 Points 	10	10
Turnaround response time	<ul style="list-style-type: none"> Emergency response within 2 hours = 10 Points Emergency response in less than 5 hours= 5 points 	5	10
Total		20	35

- The RFQ submission will be functionally evaluated out of a maximum of **35**.
- Any bidder who obtained less than minimum threshold set on each evaluation criteria will declared non-responsive and not be considered for further evaluation.

10. BBBEE and PRICE

As the RFQ price is estimated to be less than R50M, the RFQ responses will be evaluated on the **80/20** preference point system.

11. OBJECTIVE CRITERIA

The SABC further reserve the right not to award this RFQ to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.

12. ADJUDICATION USING A POINT SYSTEM

- 12.1** The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 12.2** Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.

- 12.3** 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.
- 12.4** 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
- 12.5** Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

13. POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

Where:

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

14. 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

- 14.1** 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.
- 14.2** 10.2. 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.

- 14.3 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
- 14.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 14.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 14.6 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.
- 14.7 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.

15. 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.

16. 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.

- 16.1 No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.
- 16.2 The Corporation reserves the right to:
- 16.3 Make a selection solely on the information received in the submissions and
 - 16.3.1 Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
 - 16.3.2 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.
 - 16.3.3 Award a contract to one or more bidder(s).
 - 16.3.4 Accept any tender in part or full at its own discretion.
 - 16.3.5 Cancel this RFQ or any part thereof at any time.
 - 16.3.6 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 BBEE & Preference Point system.

17. 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.

18. PAYMENT TERMS

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

END OF RFQ DOCUMENT

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

- Annexure A - Declaration of Interest
- Annexure B - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure C - SBD 8 & 9 Forms
- Annexure D - Costing Model

ANNEXURE A**DECLARATION OF INTEREST**

1. Any legal or natural person, excluding any permanent employee of SABC, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof be awarded to-
 - (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**CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS****1 CONSORTIUMS AND JOINT VENTURES**

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

2 SUB-CONTRACTING

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

3 DECLARATION OF SUB-CONTRACTING

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

SIGNATURE OF DECLARANT_____
TENDER NUMBER_____
DATE_____
POSITION OF DECLARANT_____
NAME OF COMPANY OR TENDERER

ANNEXURE "C"

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

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

SBD 9

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

ANNEXURE D, PRICING SCHEDULE

Item	Description	Rate (Exclusive of VAT)
1	Minor service rate per UPS *2	R
2	Major service rate per UPS *2	R
3	Emergency call out fee (Normal Hours)	R
4	Emergency call out fee (After Hours)	R
	Sub-Total	R
	Value Added Tax	R
	Total	R
5	Mark-up on Material Costs (Maximum 10%)	%

- **ONLY UNIT PRICES MUST BE QUOTED.**
- **PRICES QUOTED MUST BE EXCLUSIVE OF VAT.**