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REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER:	RFQ/LOG/2022/115
TENDER COLLECTION OR ISSUE DATE	18 AUGUST 2022
BRIEFING SESSION & SITE VIEWING	23 AUGUST 2022 @ 10:00 TO 12:00 SABC PORT ELIZABETH (GQEBERHA), RECEPTION AREA, CONYNGHAM STREET, PARSONS'S HILL, PORT ELIZABETH
RFQ DESCRIPTION	MAINTENANCE AND REPAIRS OF INTERIOR/EXTERIOR CCTV CAMERAS AT SABC GQEBERHA OFFICE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.
CLOSING DATE & TIME	14 SEPTEMBER 2022 AT 12H00

Submissions must be electronically submitted to RFQSubmissions@sabc.co.za on or before the closing date of this RFQ or deliver to: SABC Port Elizabeth (Gqeberha), Reception Area, Conyngham Street, Parsons's Hill, Port Elizabeth on or before the closing date of this RFQ.

For queries, please contact **Tando Oldjohn via email: tenderqueries@sabc.co.za**

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

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO.: _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
4. All submissions should be prominently marked with the following details in the email subject line:
 - **RFQ 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

Indicate compliance / non-compliance to the requirement by ticking on the appropriate column.

The Professional Services should adhere to the following statutory bodies / affiliations:	Compliant	Non Compliant	- Comments
The bidder must provide proof to confirm that it is registered with SAIDSA. The SAIDSA registration is compulsory failure to submit this document disqualifies the bidder.			

Bidder’s non-compliance to this mandatory requirement will be disqualified from further Evaluation process.

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

REQUIRED DOCUMENTS

- 1.1 Submit proof CSD registration (Bidder must be registered with CSD in order to do business with the SABC)
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(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;
 - 1.4.1 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

MAINTENANCE AND REPAIRS OF INTERIOR/EXTERIOR CCTV CAMERAS FOR THE SABC EASTERN CAPE OFFICES.

1. BACKGROUND

The SABC, Eastern Cape Province in Gqeberha (Port Elizabeth) Office requires the service of a suitably qualified service provider to provide maintenance, service, and repairs of their full HD IP Hikvision systems for a contract period of 2 years (4 times a year (Quarterly basis)).

SABC uses a simple Netgear hub that must support POE (power over Ethernet) for the multiple cameras which connects to a Hikvision recorder via a network cable. The Gqeberha (Port Elizabeth) Office is currently where the day-to-day operations of the region take place. This office is mainly used by the staff, news, and support staff of the Umhlobo Wenene and Tru-FM Radio stations.

2. **THE SABC REQUIREMENTS AND SCOPE OF SERVICES**

The scope of work is to provide preventative, corrective, and customer and user-maintenance of interior and exterior CCTV systems utilising the acceptable manufacturers prescribed acceptable standards

2.1. **Service Support requirements are:**

- An email or phone contact number to report a system fault
- Cleaning of Cameras and lens monthly
- A monthly maintenance report is required

Gqeberha (Port Elizabeth) Office Scope of Work - Has a total of 73 CCTV Cameras:

Port Elizabeth Office consist of 45 X HIKVISION IR network camera DS-2CD753F 2.7-9mm POE (that are indoor cameras)

And 28 X HIKVISION IR network camera DS-2CD8253F 2.7-9mm POE 12v DC (for both outdoor and indoor Cameras)

Software used is iVMS-4200 version 1.03.04.01

This Software version must be updated yearly or whenever it is due

We make use **of three (3) Computers**

Two computers are recording on separate drives and a third Computer is only used to monitor one of those drives

Computers and hard drives maintenance need to be done quarterly

We required a service provider for the SABC Gqeberha (Port Elizabeth) that will fulfil the following requirements

2.2. **The scope of work would include but not limited to the following:**

- Pre-empt on hard drive failure and system upgrade or camera failing
- Confirm motion recording and picture quality is optimum and setup correctly for each area and camera
- Confirm that correct cameras are displayed on the correct computer

- Ensure all cameras use same password, are accessible and cameras' recordings are retrievable for easy viewing, correct aiming and adjusting
- Operation of all monitoring, switching, and recording equipment (including time synchronisation) is satisfactory
- Ensure we have enough storage for recording drives and that they will fulfil our legal time capture requirement
- Ensure that changing of camera names provided by the software is disabled for unauthorised personnel
- Check the number and type of cameras, including lenses, and that they are in accordance with the specification and that are labelled correctly.
- Check visual / audible indications are functioning correctly
- Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear and tear; corrosion of supports and fixings including towers and brackets
- Check all glands and seals on external equipment to ensure no ingress of water into the equipment
- Cameras, lens, covers and housings have been cleaned where necessary to ensure nothing obscures the field of view
- Check all automatic and remote-control camera functions are satisfactory and that camera movement and fields of view are free from obstruction and any privacy masking zones are still in place
- Function of all interfaces with alarms is satisfactory including correct triggering of alarms
- Operation of supplementary lighting is satisfactory
- Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the SABC

2.1.1. Preventative maintenance

A bi-annual preventative maintenance visits that allows a technician to carry out a complete audit / check of the CCTV surveillance system, the documentation associated with the CCTV system and the training requirements of users where necessary.

The CCTV surveillance system should receive at least quarterly major preventative maintenance visit each year. However, additional maintenance visits may be required depending on the complexity of the system, the environmental conditions, and the need to change 'perishable items' e.g., wiper blades, batteries etc.

In addition;

The technician should complete a maintenance report whilst carrying out preventative maintenance of a CCTV system. The report should list any deviations of the system from the fully functional state, and should list relevant comments about the system e.g., Camera 1 replacement dome cover required at next visit.

The report will help the SABC and /or user to monitor the reliability of the CCTV system to ensure the CCTV system meets its original purpose and will assist the budget of any replacement parts required in the future. A copy of the report should be made available to the SABC's Logistics Manager on completion of the maintenance for record and further attention purposes either by way of emails or hard copies

2.1.2. Corrective maintenance

Response times;

Corrective maintenance calls are the emergency maintenance of a system, or part thereof, carried out in response to the development of a fault. Suitable communication should be used to ensure the SABC and/or user can be informed of expected arrival times to site. Response times shall therefore be a feature of the service contract / maintenance agreement.

In addition;

Corrective maintenance report on completion of corrective maintenance should be generated by the technician who completed the maintenance and give a report to the SABC Logistics Manager and/or user.

2.1.3. Customer and user maintenance

Whilst it is recognised that this Code of Practice should not place requirements on the SABC, it is important that the SABC as the customer is aware of the importance to provide user maintenance to the CCTV system.

The SABC would also conduct a periodic review of the CCTV system's effectiveness to ensure it is still doing what it was intended to do in order to be able to report any fault to the service provider.

2.1.4. Remote maintenance

With the advancement of technology, the successful service provider is expected to provide some support to the SABC / user remotely. This may take the form of remote diagnostics / support or remote maintenance, be it corrective and / or preventative.

Whilst these have some significant advantages, such as limited system down-time and perhaps call-out costs. As the SABC is a National Key Point, it is not without its potential vulnerabilities such as network security and data protection issues which should be a key consideration not to be used for unintended purposes

This security consideration would be included in the agreement (service contract in accordance with the provisions of the National Key Point Act and its regulations) for the CCTV system to cover the following:

- a) Agreement on what level(s) of access / permissions is granted to the maintenance company to log onto the site CCTV system. This should include, if it is in response to an incident, a request from the SABC and /or user or of it is part of a preventative maintenance agreement.
- b) A response plan that specifies what action to take when certain types of event occur. For example, losses of communication with the site control equipment, isolation of an alarm, switch off / on ancillary equipment, reset or restart the CCTV system or notify nominated persons.
- c) There should always be an audit trail for remote user activity

2.2 LOCATION OF SITE

The site where service is required: SABC Gqeberha (PE) Cape Office

3. COSTING

The quotation must reflect a detailed cost breakdown associated with the provision of callout, maintenance, repairs/replace, and service.

4. DURATION OF THE CONTRACT

The duration of the contract is two (2) years.

5. RFQ Response Information**5.1 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.

6. CONTRACT WORKS AREA

- 6.1. The Contractor shall confine his activities to the Contract Works site and the access route to this site.
- 6.2. A list of names of working staff and ID proof will be submitted to the SABC. Workers will wear clothing clearly identifying the identity of the supplier.
- 6.3. The site area is inside a broadcasting environment; therefore, care should be taken to reduce noise and dust when executing the work.

7. WORKMEN AND SUPERVISION ON SITE

- 7.1. The Contractor shall be held responsible for the conduct of his employees and the conduct of his sub-contractor's employees for the full duration of the Contract Works.
- 7.2. The contractor shall be appointed in terms of the **SABC H&S** requirements, and the supervisor will be responsible for the enforcement of the H&S provisions.

8. HEALTH AND SAFETY ACT

- 8.1. The work will be strictly executed in accordance with OHS ACT requirements, H&S regulations applicable to the SABC H&S requirements and specification.

The contractor will, inter alia be required to:

- 8.1.1. Provide proof of Letter of Good Standing with the Workman's Compensation requirements.
- 8.1.2. Sign the SABC Health and Safety Indemnity form.

9. COSTING MODEL TO BE USED

Pricing Template enclosed on the RFQ to be used. "Annexure D"

10. EVALUATION CRITERIA

10.1 **BBBEE and Price**

As the tender price is estimated to be below R50m, the tender responses will be evaluated on the **80/20**-point system

10.2 **Technical Evaluation**

10.2.1. The tender submission will be technically evaluated out of a maximum of **100**.

10.2.2. A threshold of **65** out of the **100** has been set

10.2.3. All bidders achieving less than the set threshold will be declared non-responsive.

Phase 2 - Technical Requirements

Evaluation Area	Evaluation Criteria	Min Points	Max Points
Company Experience in CCTV Maintenance,	Provide written reference / proof on your clients' company's letterhead from duly authorised person responsible for CCTV camera systems with contact details (email address and telephone number). The		

repairs, and Servicing	<p>letters must stipulate contract period, and scope of work undertaken.</p> <p>The reference letters should NOT be appointment or award letters.</p> <p>Experience in number of years in the CCTV systems Maintenance, repairs, and servicing</p> <ul style="list-style-type: none"> • greater than 5 years' experience = (20 points) • 3 - 5 years' experience = (15 points) • Less than 3 years' experience = (0 points) <p>Number of Letters</p> <ul style="list-style-type: none"> • greater than 3 references letters = (20 points) • 2 - 3 reference letters = (15 points) • 1 reference letter = (5 points) 	<p>30</p>	<p>40</p>
<p>Response Time during normal working hours</p> <p>Response Time during Emergency</p>	<p>Response Time during normal working hours</p> <ul style="list-style-type: none"> • 0 – 2 hours = (5 points) • Greater than 2 hours = (0 points) <p>Response Time during emergency call out</p> <ul style="list-style-type: none"> • 0 – 1 hours = (5 points) • Greater than 1 hour = (0 Points) 	<p>5</p>	<p>10</p>
<p>Warranty on Workmanship and Parts</p>	<p>Warranty on Workmanship and Parts supplied</p> <ul style="list-style-type: none"> • Greater than 12 months of warranty = (20 points) • 12 months of warranty = (10 points) • Less than 12 months of warranty = (0 Points) 	<p>10</p>	<p>20</p>
<p>Curriculum Vitae (CV) of Supervisor/Team Leader with three (3) years minimum experience in CCTV camera system Maintenance</p>	<p>Provide a comprehensive CV of Supervisor / Team Leader with a minimum of three (3) years' experience in CCTV camera system maintenance. The CV must be accompanied by Information Technology related certified copy (with minimum of N3), Professional registration. The CV must have contactable references</p> <ul style="list-style-type: none"> • greater than 5 years' experience = (15 points) • 4 – 5 years' experience = (10 points) • 3 years' experience = (5 points) • less than 3 years' experience = (0 points) <p>And;</p> <p>An additional Mechanical Maintenance related certified copy of qualifications (with minimum of N3), Professional registration. The CV must have contactable references.</p> <ul style="list-style-type: none"> • greater than 5 years' experience = (15 points) • 4 – 5 years' experience = (10 points) • 3 years' experience = (5 points) • less than 3 years' experience = (0 points) 	<p>20</p>	<p>30</p>
<p>Total</p>		<p>65</p>	<p>100</p>

10.3 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.
- Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, BBEE, company financials, etc. will be eliminated from the bidding process.

11. ADJUDICATION USING A POINT SYSTEM

- 11.1. The bidder obtaining the highest number of total points will be awarded the contract
- 11.2. Preference points shall be calculated after process has been brought to a comparative basis considering all factors of non-firm prices.
- 11.3. 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.
- 11.4. 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
- 11.5. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

12. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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

BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status level of Contributor	Number of points (80/20-point system)
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.

13. 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 RFQ, between the closing date and the date of the award of the business. **All enquiries relating to this RFQ should be emailed two days before the closing date.**

14. CONDITIONS TO BE OBSERVED WHEN TENDERING

14.1. 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.

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

14.3. The Corporation reserves the right to:

14.3.1 Not evaluate and award tenders that do not comply strictly with this tender document.

14.3.2 Make a selection solely on the information received in the tenders and

14.3.3 Enter into negotiations with any one or more of preferred Tenderer(s) based on the criteria specified in the evaluation of this tender.

14.3.4 Contact any Tenderer during the evaluation process, in order to clarify any information, without informing any other Tenderers. During the evaluation process, no change in the content of the tender shall be sought, offered or permitted.

14.3.5 Award a contract to one or more Tenderer(s).

14.3.6 Accept any tender in part or full at its own discretion.

14.3.7 Cancel this RFQ or any part thereof at any time.

14.3.8 Should Tenderer(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.

15. 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.

12. 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 - Consortiums, Joint Ventures and Sub-Contracting Regulations

Annexure B – Declaration of Interest

Annexure C - SBD 8

Annexure D - SBD 9

Annexure E - Experience/Track record

ANNEXURE A

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 tenderer will not be awarded points for B-BBEE status if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points the tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capacity and ability to execute the sub-contract.
- 2.2 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 an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 2.3 A tenderer awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

3 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 B

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

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	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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	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:		

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 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
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.

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

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ANNEXURE “E”

Previous completed projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completed date

Current projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completion date

END OF THE REQUEST FOR QUOTATION DOCUMENT