



SCM Division
Radio Park, Henley Road
Auckland Park 2092
Johannesburg
Private Bag X1
Auckland Park 2006
Tel. +27 11 714-2776
Fax + 11 714-4000
URL www.sabc.co.za
E-mail masenganat@sabc.co.za

30 November 2022

RFQ	RFQ/LOG/2022/187
RFQ ISSUE `DATE	01 DECEMBER 2022
RFQ DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO MAINTAIN AND PAINT PLANT ROOMS FLOORS AND WALLS FOR RADIO PARK AND TV CAMPUS – AUCKLAND PARK
BRIEFING SESSION	NO BRIEFING SESSION
CLOSING DATE & TIME	19 DECEMBER 2022 AT 12H00

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

The Tenderer shall have a **CIDB Grading of minimum 2GB. The Tenderer shall provide a valid certificate at the time of closing and at the time of award.**

For queries, please contact **Tiny Masengana** 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

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.

MANDATORY REQUIREMENT		COMPLY/ NOT COMPLY
1.	Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of 2GB	

TECHNICAL CRITERIA PAPER BASED

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

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 Submit Proof of Public Indemnity Cover for minimum of R10 000 000
- 1.9 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. RFQ Background

The plant rooms' floor and walls conditions are poor. The current paint, on the floors and walls need to be removed, and walls and floors prepared for re-painting, then paint the floors and walls. This project is part of the plant rooms' renewal initiative which seeks to improve the current state of our plant rooms. The service provider must provide all the materials required (paints, poly fillers, thinners, gap filler, etc).

2. Motivation

The floors and walls of Radio and TV Campuses' plant rooms need to be re-painted. The floors need to be colour-coded so that walkways and storage areas are well-defined. The walls also need to be painted. The plants at Radio Park Building that needs to be painted are Ground Floor Plant, K2 Central Plant, K2 Inrack Units Plant, K3 Plant, K4 Plant, D1 Plant, D2 Plant, D4 Plant, D5 Plant, D6 Plant, D7 Plant and EL Plant. The plants to be painted at TV Campus are B1 Plant, B2 Plant, S2 Plant, Main Plant, S4 Plant and S6 Plant.

3. Scope of Work Requirements

The work shall be done as per scope, specifications' conditions. The contract shall provide all labour, material, tools, equipment, supervision services, and other related items required to complete the project as per the scope of work and specifications. Contractors are advised to visit the site, verify the existing site conditions to develop their proposal.

The work include: painting floor and interior walls of the plant rooms. The contractor must observe manufacturer's recommendations in regard to preparation of surfaces to receive paint and application of paint itself.

Scope of Work:

- **Cleaning/Surface Preparation** – high pressure clean and remove oil, grease and loose foreign matter including mould, dirt and corrosion products, in a manner which causes neither undue damage to the substrate nor damage to, or contamination of, the surroundings or paint system to be applied. Do not paint over dirt, dust, scale, grease, moisture, or conditions detrimental to the formation of a durable and acceptable finish.
- **Filling** – fill cracks and holes with fillers, sealants, or grouting cements as appropriate for the finishing system and substrate, and sand smooth, to ensure all coats finish smooth. Walls should be wiped down as necessary before painting.
- **Drying** – ensure that surfaces are cured and dry before applying additional coats of paint.

- **Generally** – remove any objectionable surface irregularities, remove any rust and apply rust primer. Apply an oil-based primer to any bare timber surfaces. Light sanding between coats for the perimeter walls painting.
- **Painting** –
 - i). apply paint and related material with an undercoat plus two coats of selected finish colour or with the number of coats specified in accordance with the manufacturer's recommendations. Allow each coat to harden for the drying time (or time between coats) recommended by the manufacturer. Ensure that each coat of paint is uniform in colour, gloss, thickness, and texture and free of runs, sags, blisters, wrinkles, or other discontinuities. Place "wet paint warnings" and do not remove until paint is dry.
 - ii). All painted timber, front entry doors and frames should be painted with the same colours as existing one. Repaint/Varnish all windows, window frames, doors with same colour.
 - iv). Repaint downpipes and railings
 - v). Repaint all cable runs, conduits, and pipe work.

N.B. final paint shall be applied in two coats and according to the manufacturer's instructions.

- **Work Area Protection** – before painting in any section of the building, use drop sheets and masking tape and other suitable covers wherever necessary prior to surface preparation and painting operations to protect finished work or other surfaces liable to damage during painting.
- **Touch Ups** – clean off marks, paint spots and stains throughout including on glass, restoring damaged surfaces to their original condition.
- **Paint Types and Specifications** –
 - i). use only premium quality paints from approved manufacturers.
 - ii). Do not combine paints from different manufacturers.
 - iii). Use only the type and quantity of thinners recommended by the paint manufacturer.
 - iv). Provide finish coats which are compatible with prime and undercoat paints used. Provide barrier coats over incompatible primers or remove and reprise as required.
 - v). do not apply paint when surrounding temperatures and the paint manufacturer exceeds humidity conditions beyond that recommended.
- **Safety**
 - i). contractor is responsible for implementation and management of a safety and health programme throughout the project.

- ii). SABC Representative reserve the right to suspend work when and where contractor contravenes internal and legislative safety rules (not wearing appropriate Personal Protective Equipment). And the lapse of time shall be at the contractor's expense.
- iii). Contractor shall provide all Personal Protective Equipment for the workers as per site requirement (i.e., overalls, hard hat, gloves, goggles, safety shoes, ear plugs/muffs, dust mask and respirator with cartridges suitable for paint fumes).
- iv). Contractor will not leave the work site in an unsafe condition or any other condition that may result to injury to personnel, damage to equipment and plants.

- **Workmanship Standards**

- i). care shall be taken to ensure that the base surfaces are properly prepared and that the materials are used correctly.
- ii). Paints should be stored and applied as per manufacturers direction to avoid contamination and deterioration. Use applicators and techniques best suited for the type of material being applied.
- iii). Ridging at roller overlaps shall not be permitted.
- iv). Paint surfaces behind mobile equipment and/or furniture must be the same as similar exposed surfaces.
- v). Use a scraper tool remove the old finish on wood surfaces, wipe with spirits to remove residual stripper, allow the surface to fully dry before moving on to sanding, wipe down whole surface to remove any dust from sanding, apply two coats of oil-based varnish and ensure smooth finish.
- vi). Upon completion of the work, all paints cans, containers, debris, and other protective coverings shall be cleaned up and removed from site. The contractor shall leave the area in a clean, neat, and orderly condition.
- vii). Workers shall be skilled in their job and have related job experience.

- **Warranty** – the contractor shall guarantee that all work performed will be free from all defects in workmanship. The contract shall further guarantee that if, during a period of one year from the date of certificate of completion and acceptance of the work. Any defect will be repaired by the contractor at his own cost.

- **Final Inspection and Acceptance** – the final inspection shall be attended by SABC representative, project engineer and contractor. At this time a comparison of the statement of works to the completed project shall take place. Any discrepancies will be added to the snag list for the contractor to complete. The contractor must correct and fix the snag list items for final inspection.

Bill of Quantities for Painting Works of Plant Rooms at Radio and TV Campuses – Floors and Walls

No.	Plant Room Name	Campus	Plant Square Meter (Length x breadth)	Unit	Rate	Amount
1	B1	TV	36.8m x 16.5m = 607.2	Square Meter (m ²)		
2	B2	TV	53.4m x 45.3m = 2419	Square Meter (m ²)		
3	S2	TV	48.5m x 7.9m = 383.15	Square Meter (m ²)		
4	Main Plant Room	TV	65m x 36m = 2340	Square Meter (m ²)		
5	S4	TV	1756.71	Square Meter (m ²)		
6	S6	TV	2563	Square Meter (m ²)		
7	D1	Radio High Rise	26.6m x 20.3m = 539.98	Square Meter (m ²)		
8	D2	Radio High Rise	60m x 26m = 1560	Square Meter (m ²)		
9	D4	Radio High Rise	20m x 31m = 620	Square Meter (m ²)		
10	D5	Radio High Rise	55.1m x 17m = 936.7	Square Meter (m ²)		
11	D6	Radio High Rise	5.4m x 6.5m = 35.1	Square Meter (m ²)		
12	D7	Radio High Rise	7.5m x 4.7m = 35.25	Square Meter (m ²)		
13	K2 Central	Radio	70.6m x 13.3m = 938.98	Square Meter (m ²)		
14	K3	Radio High Rise	18m x 27m = 486	Square Meter (m ²)		
15	K4	Radio	82.8m x 20.8m = 1722.24	Square Meter (m ²)		
16	K2 Inrack Units	Radio	13.5m x 31.5m = 425.25	Square Meter (m ²)		
17	EL	Radio	3.7m x 32.1m = 118.77	Square Meter (m ²)		

18	Ground Floor	Radio	16.9m x 14.3m = 241.67	Square Meter (m ²)		
TOTAL AMOUNT						
VAT						
TOTAL AMOUNT INCLUDING VAT						

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.

4. COSTING

- The quotation must reflect a detailed cost breakdown, and any indirect costs associated with the rendering of this service. Please refer to the pricing schedule for costing details.

5. DURATION OF THE CONTRACT

Once off

6. EVALUATION CRITERIA

6.1 BBBEE and Price

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

6.2 Technical Evaluation

6.2.1 The tender submission will be technically evaluated out of **60** points.

6.2.2 All bidders achieving less than the set threshold of **35 points out of 60 points** will be declared non-responsive and therefore will not continue to be evaluated for BBBEE & Price Preference.

6.3 Objective Criteria

6.3.1 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.

SECOND PHASE: PAPER BASED EVALUATION

Evaluation area	Evaluation Criteria	Max. Points	Min. Points
Company Experience.	Bidders must submit a minimum of two (02) reference letters for projects completed in the last 5 years related to painting works. Each letter/s must meet ALL of the following requirements in order to be accepted for evaluation. The reference letter must: <i>1. Be on client's company's letterhead</i> <i>2. Be signed by an authorised client representative</i> <i>3. Indicate project value</i> <i>4. Indicate project location</i> <i>5. Stipulate the client contact details (name and phone number/email)</i> <i>6. Stipulate the detailed description of actual services provided</i> <i>7. Stipulate the contract period (start and end date)</i> Letters that do not meet all the above requirements will be automatically disqualified. Number of Letters • More than 4 valid reference letters (25 points) • 4 valid references letters = (15 points) • 3 valid reference letters = (10 points) • 2 valid reference letters = (5 points)	5	25
Painting Management Plan	Painting methodology is required due to SABC premises being occupied. Bidders must provide a brief layout as to how work would be carried out with minimal business disruption. The painting methodology must be detailed and cover the following: For each aspect listed below, the plan must identify foreseeable project specific hazards and list mitigation to control of such hazards. 1. No identification of risk and mitigation covering any of the below =0 points 2. Safety plan: demonstrating safety of contractors staff, SABC employees and public, identify risks and mitigation = 5 points 3. Waste management and removal plan: demonstrating how waste and rubble including hazardous waste will be managed, identify risks and mitigation = 5 points	15	20

	4. Housekeeping plan: demonstrating how these site will be kept tidy, clean and safe = 5 points 5. Dust management plan: demonstrating how dust will be managed, identify risks and mitigation = 5 points		
Curriculum Vitae (CV) of a qualified artisan painter with a valid trade test – Provided Certified Qualification	Provide a comprehensive CV for a qualified artisan painter with a valid trade test – Provided Certified Qualification with Minimum of NTC 2 or N2 or NQF Level 4 in painting works. No CV for a qualified artisan Painter with a valid trade test or no Certified Qualification with Minimum of NTC 2 or N2 or NQF Level 4 in painting works = (0 points) CV for a qualified artisan Painter with a valid trade test – Provided Certified Qualification with Minimum of NTC 2 or N2 or NQF Level 4 in Painting works = (15 points)	15	15
Total		35	60

7. ADJUDICATION USING A POINT SYSTEM

- 7.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 7.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 7.3 In the event that two or more bids have scored equal pints, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 7.4 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
- 7.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

8. POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for comparative price of bid under Consideration

Pt = Comparative price of bid under consideration

Pmin = 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

- a. 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.
- b. 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.
- c. 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
- d. 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.
- e. 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.
- f. 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.
- g. 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.

9. 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.

10. CONDITIONS TO BE OBSERVED WHEN TENDERING

10.1 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.

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

10.3 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

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

10.3.2 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.

10.3.3 Award a contract to one or more bidder(s).

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

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

10.3.6 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 BBBEE & Preference Point system.

11. 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 | - | Declaration of Interest |
| Annexure B | - | Consortiums, Joint Ventures and Sub-Contracting Regulations |
| Annexure C | - | Previous completed projects/Current Projects |
| Annexure D | - | SBD 8 & 9 |

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”

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

ANNEXURE "D"

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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
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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 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.

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