

23 MAY 2022

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2022/57
RFQ ISSUE DATE	23 MAY 2022
NON-COMPULSORY BRIEFING SESSION AND SITE VISIT	SABC RADIO PARK BUILDING ENTRANCE 2 RECEPTION 25 MAY 2022 @ 11.00
RFQ DESCRIPTION	SUPPLY, DELIVERY, AND INSTALLATION OF AN UNDERGROUND DIESEL TANK FOR SABC AT AUCKLAND PARK AS ONCE OFF PROJECT
CLOSING DATE & TIME	06 JUNE 2022

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

THE TENDERER SHALL HAVE A CIDB GRADING OF MINIMUM 3CE. THE TENDERER SHALL PROVIDE A VALID CERTIFICATE AT THE TIME OF CLOSING AND AT THE TIME OF THE AWARD.

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

For queries, please contact **Porcia Ntozini** via email: tenderqueries@sabc.co.za

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

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

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

- **NB: THE BIDDER SHOULD ENSURE THAT LINKS FOR WETRANSFER AND GOOGLE DROP BOX EXPIRE AFTER 30 DAYS OF THEIR SUBMISSIONS INSTEAD OF 7 DAYS.**

NOTES ON SITE INSPECTION

1. If interested in attending the site inspection, please forward your details to Thembikhaya Simayile via email: NtoziniLP@sabc.co.za before close of business on the day preceding the Site Inspection so an arrangement can be organised with the Protection Services for the Contractor to access the building.

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 3CE	

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

REQUIRED DOCUMENTS

- 1.1 Submit proof CSD registration
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(Verification will also be done by the SABC internally).
- 1.3 Valid Tax Clearance Certificate or SARS “Pin” to validate supplier’s tax matters
- 1.4 Original or Certified copy of Valid 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. BACKGROUND

The SABC is in the process to install the following generator in entrance 1 parking, 1X1650 kVA& 2X500kVA. The proposed new carbon steel tank 23000 litres underground diesel tank will service the said generators. The underground diesel tank is to be installed as per SANS 10089-3:2010.

2. SCOPE OF WORK

Supply and install new 23000 litres applicable SANS. This shall include but not be limited to the following: transport, crane, excavation, evacuation, removal, disposal, backfill and compaction, piping, approval and certification, drawings, refill, leak testing, and commissioning.

Approval and register the 23000 Underground Storage Tank (UST) with the City of Johannesburg.

The critical objectives and deliverables of the project are:

- 2.1 Design drawings.
- 2.2 Supply and install one new carbon steel tank 23000 litres UST in accordance with the approved drawings and SANS standards. Means to measure tank content level electronically and manually to be provided.
- 2.3 Ensure compliance with UST legislation.
- 2.4 Re-establishment of the surrounding area on completion.
- 2.5 Safety treatment of tanks' appetite.
- 2.6 Checking of leaks and pressure test.
- 2.7 Provide the structure of the team responsible for the completion of the project, i.e., consultant, contractor, etc.
- 2.8 Design new installation drawings and have signed off and stamped by a licensed UST consultant.
- 2.9 Ensure that all underground services are located commencing with any excavation work.
- 2.10 The locations of the new UST will be indicated on the submitted drawings. The contractor is to include appropriate piping according to standards and specifications arrangement to the delivery point from the proposal locations.

- 2.11 The contractor is to ensure that all fire ratings and clearance restrictions are adhered to and in accordance with the SANS standards.
- 2.12 The management of groundwater and disposal of any contaminated water at a licensed facility during the execution of the contract.
- 2.13 Supply, place, and compact new backfill as required.
- 2.14 Provide all labour and equipment required to complete the work.
- 2.15 Allow refuelling for 23000L of diesel.
- 2.16 Appoint fire consultant (Registered with ECSA) for fire designs, submission to local municipality for approval and sign off the work.
- 2.17 The tank shall be a double skin wall, the second wall shall be sized to 110% of the actual diesel tank size. If the proposed tank is a steel tank, external coating shall be glass reinforced polyester coating. Any single wall tank a concrete bund wall shall be created and shall be able to accommodate 110% of the diesel tank capacity and coated with The must be covered with fibre glass coating to prevent corrosion.
- 2.18 Supply and install diesel filtration system suited for the 23000L diesel tank.
- 2.19 The supplier must provide an electronic automatic tank gauge system that is computable to Building Management System (SABC is utilising Johnson Control System). Allow for a manual tank gauge system (dip stick).

Health and Safety

The supplier will be required to provide health and safety file including insurance and proof of workers compensation letter (letter of good standing with DoL), workers educational certificates (i.e., trade tests, etc) and experience, risk assessment(s), and method statement(s), legal appointments, etc.

- The work will be strictly executed OHS Act requirements, H&S regulations applicable to the Construction Industry, and SABC H&S requirements and specifications.
- The contractor will, inter alia be required to:
 - Appoint an independent Professional Health and Safety Consultant to oversee the H&S matters on the contract.

- Submit a safety plan to SABC/Main contractor in accordance with SABC safety representative minimum requirements. A safety file will be submitted compiled by the independent safety consultant to be appointed by the contractor. The SABC H&S department prior to handing over the site will approve a safety file.
- Appoint a safety officer on-site for the monitoring and supervision of safety and health matters on site. A certified First Aider must be represented on site.
- Sign the SABC Health and Safety Indemnity form and all workers to attend the SABC H&S induction course of 2 hours prior to handing over of site/ start work on site.
- Obtain a Hot Work permit or similar permits from SABC safety representatives when executing risk work on site.
- Proper risk assessments to be executed by the consulting Safety Specialist that must be appointed by the Contractor. The cost thereof to be clearly reflected in the rates column.
- Liaise with SABC Health and Safety representatives such as welding; plumbing disconnections, etc. are executed.
- The tender amount must allow all the H&S requirements to be fulfilled by the contractor.
- Where the Contractor does not comply with the SABC H&S standards, the work will be stopped on-site at the cost of the defaulting contractor.

Un-Interrupted Work

- The Contractor is required to work continuously on the Contract Works throughout the duration of such works, based on a five-day working week. Permission may be obtained from the SABC representative to work weekends subject to SABC's approval.
- All labour and any other cost incurred in connection with such weekend work will be for the Contractor's account.

One nominated SABC representative will give instructions for stop-page of noisy work only. In such instances, work will proceed on activities that will not disturb the environment. The instruction to stop noisy work will only be given by the authorized SABC appointee. The site supervisor will be responsible to schedule work accordingly. The stoppage will be recorded in the site book.

Location of Site

- The Contract site is at SABC Head Office, Entrance 1, Henley Road, Auckland Park.

Visits to Site

- Bidders are to visit the site in order to satisfy themselves of all restraints with regard to access to the site and to all areas within the building, programming, and logistical considerations with regard to site co-ordination for the performance of all required services (e.g. existing installation and sprinkler systems, building operations, etc...) in confined spaces, storage, and movement of materials, etc... as no claims in respect of these items will be entertained after the closing date of the bid.

Rubble and Cleaning

- The Contractor shall clear away and remove rubble from the site from time to time as it accumulates all rubble and excess material resulting from the execution of the contract works and upon practical completion of the contract works shall leave.

Health and Safety Act

- The work will be strictly executed in accordance with OHS Act requirements, H&S regulations applicable to the Construction Industry, and SABC H&S requirements and specifications.
- The contractor will, inter alia be required to:
 - Appoint an independent Professional Health and Safety Consultant to oversee the H&S matters on the contract.
 - Submit a safety plan to SABC/Main contractor in accordance with SABC safety representative minimum requirements. A safety file will be submitted compiled by the independent safety consultant to be appointed by the contractor. The SABC H&S department prior to handing over the site will approve a safety file.
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- The tender amount must allow all the H&S requirements to be fulfilled by the contractor.
- Where the Contractor does not comply with the SABC H & S standards, the work will be stopped on-site at the cost of the defaulting contractor.

Maintenance Period

- The installation will be guaranteed for 12 months after acceptance of the work (defect liability) as specified by the JBCC 2000 document and five years for latent defects. The warranty shall cover workmanship and the materials at no extra cost to the SABC.

Dispute Resolution

- Should any difference or question at any time arise between SABC and the Contractor, it will be dealt with in terms of the JBCC 2000 document, the arbitration will apply.

Injury or Damage to Persons or Property

- The Contractor will execute all work strictly by statutory and SABC Health & Safety requirements. The Contractor shall take all pre-cautions necessary for the protection of life and property in connection with the Contract Works as well as anywhere upon SABC's property until the Final Completion of the Contract Works and the Contractor shall hand over the Contract Works in a safe condition.
- The Contractor shall be deemed to have indemnified SABC as he hereby does indemnify it against injury or damage to any person or any purport of SABC or others occurring before the Final Completion of the Contract Works or occurring owing to the Contract Works being handed over in an unsafe condition. (**The SABC Indemnity form shall be signed**).

Construction Guarantee

5% Retention will be withheld on progress payments to cover for guarantees on the contract works.

Insurance (Section 3 of Data EC Document)

The following insurance requirement will apply to the contract:

Clause – General Insurances

Contract works insurance to be affected by – Employer for the sum of contract value with a deductible of 1% of contract sum with a minimum R5 000 payable by the Contractor.

Supplementary insurance to be affected – not applicable.

Public Liability insurance to be affected by – Employer for the sum of R2 million with a deductible of R2 500 payable by the contractor.

Special Insurance

- Temporary lateral support insurance – not applicable.
- Geotechnics professional liability insurance – not applicable.
- Special Insurance – The SABC requires the Contractor to put into effect special insurance for damage to surrounding property (existing buildings) to the value of R2 million. This must cover damage to buildings, building services, including lifts, DB's, plant equipment, etc. The contract will only be signed when proof of this special insurance is provided.

Construction Programme

The Contractor shall provide a program indicating a start and end time, milestone archived, and the phasing of the project.

3. RFQ Response Information

Effective Date of Bid

Vendors should state in writing that their quotation to the SABC and 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 required service as per the schedule in the **Scope of Service**.

5. Duration of the Contract

Once off Project

6. Evaluation criteria

6.1 BBBEE and Price

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

6.2 Technical Evaluation

- The tender submission will be technically evaluated out of **90**
- A minimum threshold of **70 out of a maximum of 90** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and therefore will not continue forward for evaluation of BBBEE & Price Preference.

6.3 Objective Criteria

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

SECOND PHASE EVALUATION CRITERIA: PAPER BASED

Evaluation Area	Functional Criteria	Min. Points	Max. Points
Company past relevant experience in underground fuel tank installation	<p>Bidders must have specific experience in underground fuel tank installation.</p> <p>Submit recent (not older than 15 years on the RFQ closing date) references in respect of similar work undertaken (the references must be in the form of written proof (s) on the clients' letterheads. The signed reference letter must include the relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number, and email address)</p> <p><input type="checkbox"/> Submission of One (1) with 10 or more reference of provable experience related to similar projects – (50 Points)</p>	40	50

	<p><input type="checkbox"/> Submission of One (1) with Six (6) – Nine (9) reference of provable experience related to similar projects – (40 points)</p> <p>(Complete an Annexure C for Track Record with a list of projects with contactable numbers)</p>		
Method Statement	<p>Method Statement (Due to the premises being occupied, bidders should provide a brief layout as to how work would be carried out with minimal business disruptions. Bidders to submit detailed information as per the items listed below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Installation method plan (10 points) <input type="checkbox"/> Disposal method statement (10 points) <input type="checkbox"/> Housekeeping on daily basis (10 points) 	20	30
Experience of installation project team	<p>Bidder to submit project team CVs illustrating their experience and professional /academic certificates for the following categories.</p> <p>Submit CVs/ portfolio illustrating experience as follow:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Consultant – 3 years working experience as consultant in the oil industry (4 points) <input type="checkbox"/> Environmental officer - 3 years working experience as Environmental officer in the oil industry (3 Points) <input type="checkbox"/> Artisan (pipefitter, rigger, and welder (provide trade test) (3 Points) <p><i>Provide relevant association membership of the team that will perform the installation</i></p>	10	10
TOTAL		70	90

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 points, 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:

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

Ps = Points scored for comparative price of bid under Consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status Level of Contributor Number of Points

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

- I. Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by a verification Agency accredited by SANAS for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates or DTI Affidavit.
- II. Bidders other than EMEs must submit their original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS.

- III. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
- IV. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- V. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- VI. A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intend sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.
- VII. A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

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

- Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
- Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
- Award a contract to one or more bidder(s).
- Accept any tender in part or full at its own discretion.
- Cancel this RFQ or any part thereof at any time.
- Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs, aligned to the BBBEE & Preference Point system.

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.

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 Forms

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

CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS

1. CONSORTIUMS AND JOINT VENTURES

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

2 SUB-CONTRACTING

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

3 DECLARATIONS OF SUB-CONTRACTING

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

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE "C"

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"

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 *per 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.**

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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.

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Signature

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Date

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Position

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Name of Bidder