



SCM Division
Radio Park, Henley Road
Auckland Park 2092
Johannesburg
Private Bag X1
Auckland Park 2006
Tel. (011) 330-9555
Fax + 11 714-4000
URL www.sabc.co.za

ADDENDUM NOTICE

PLEASE NOTE THAT AS PART OF THIS TENDER, SABC IS MOVING THE SITE BRIEFING DATE TO THE 13TH of SEPTEMBER 2022 (TUESDAY) AND CLOSING DATE 20TH SEPTEMBER

2022

VENUE: SABC DURBAN BUILDING

TIME: 11:00AM

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2022/134
RFQ ISSUE DATE	31 AUGUST 2022
RFQ DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR PROVISION OF PLUMBING AND GENERAL BUILDING MAINTENANCE SERVICES FOR SABC DURBAN OFFICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 03 YEARS
NON-COMPULSORY SITE VISIT	VENUE: 100 KE MASINGA ROAD DURBAN SABC BUILDING 06 SEPTEMBER 2022 TO 13 SEPTEMBER 2022 (TUESDAY)
CLOSING DATE & TIME	13 SEPTEMBER 2022 AT 12H00 TO 20 SEPTEMBER 2022 AT 12H00PM

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

The Tenderer shall have a CIDB Grading of minimum 1GB and 1SO or higher

For queries, please contact **Nonjabulo Silangwe** @ 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.: _____



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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: BIDDERS SHOULD ENSURE THAT LINKS FOR WE-TRANSFER OR GOOGLE DROP BOX EXPIRE 30 DAYS AFTER 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/ COMPLY	NOT
1.	The Tenderer shall have a CIDB Grading of minimum 1GB and 1 SO or higher . The Tenderer shall provide a valid certificate at the time of closing and at the time of award.		

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

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 SARS Tax Compliance Status Pin Issued 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 a 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

SABC Durban office located at 100 K E Masinga, Durban is part of the Kingsmead Office Park. The building has been in existence for over 50 years; hence the infrastructure is aged and in need of constant plumbing and general maintenance. The Contractors will be expected to provide a service which will comply with the current building regulations and adhere to OHS standards. To render the service, the Contractors will be required to supply the material and competent labour to execute the project, as per SABC purchase order terms and conditions. Upon completion of the project, the Contractor will be expected to deliver work of high standard.

As part of the professional services, the Contractor will also provide technical advice to the SABC Logistics Department on their mandate to deliver a well maintained and safe building.

2. SCOPE OF WORK

2.1 The scope of services will be, but not limited to the following, as from time to time, the Contractor will be requested to provide additional building maintenance related services on an ad hoc basis.

- Provision of all labour, material, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, hauling, hoisting, excavation, backfill, supervision and services necessary to maintain building facilities and infrastructure.
- Collaborate with internal staff
- Ensure that work is performed by competent and qualified staff
- Respond to emergency equipment failures during working hours & after hours
- Supply & install equipment parts on approval of a quotation on as when required basis
- Attend scheduled maintenance meetings
- Carrying out maintenance and repairs to the existing and newly installed infrastructure.
- Provide technical advice on the maintenance and operation of facilities and infrastructure.
- Furnishing a completed activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- Compile procedure and drawings on an ad-hoc basis when required.

2.1.1. The Service shall be executed in accordance with the latest edition / amendment of the following inter alia:

- 2.1.1.1 The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
- 2.1.1.2 The Regulations and By-laws of the Local Authority.
- 2.1.1.3 The local Fire Department Regulations.
- 2.1.1.4 Basic Conditions of Employment Act 75 of 1997
- 2.1.5 National Building Regulations SANS 10400.
- 2.1.1.5 Hazardous substance act 15 of 1973
- 2.1.1.6 National water act 36 of 1998
- 2.1.1.7 The Occupational Health and Safety Act, 1993
- 2.1.1.8 The Construction Industry Development Board Act No. 38 of 2000 and amendments
- 2.1.1.9 All relevant Regulations applicable to the Installation, which will include the requirements of the Employer.

2.1.2 Description of the service

All maintenance shall include the management, repairing/replacement of all equipment covered within this Scope of work including but not limited to:

2.1.2.1 General building works

- (a) Maintenance of structure and roofs, cleaning of asbestos/galvanised gutter including downpipes and louvers
- (b) Maintenance of exterior and interior building fabrics; roads, paving, minor brick works, partitioning, tiling, ceilings, flooring, Ironmongery, glazing, painting etc
- (c) General repairs (roof timbers, roofs, ceilings, walls, doorframes, moulds, water tank reserve, etc).

NB: The Contractor shall always upon arrival on the Affected facilities for each inspection / service or call-out, report to the Logistics Manager to ascertain the reason for the call-out, and / to obtain information regarding any problems with the Service and or Installation on the building

2.1.2.2 Plumbing Works

- (a) Maintenance of complete plumbing installation/reticulation.
- (b) Servicing of ablution facilities, including but not limited to inspecting/servicing/replacing of flush masters, urinals, taps, water closets set, water leaks, clean service ducts, toilet doors including locking mechanism etc.
- (c) Unblocking of all types of drains using rods or jet vacuuming equipment.
- (d) Fixing and replacing of burst water pipes (above and below ground)
- (e) Inspection, repair and replacing of domestic geyser and hot water boilers

2.1.3.4 Emergency Call-Out Service

The Contractor shall for the period of this Contract provide and maintain an 24-7 emergency callout service, enabling a qualified artisan (competent person) being called upon by the Logistics Manager to undertake any repairs or emergency service within the time as shown.

Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.

The Contractor shall inform the Employer verbally and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the equipment, even if the hazardous or undesirable situation does not form part of the Service.

Only breakdowns which affect public health and safety or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the Employer.

The Contractor shall attend to all callouts and/or ad-hoc maintenance and the response time shall be as stipulated on the service level agreement. Where the Contractor is called out for faults or requested to provide a service, the Contractor shall only be paid for the callout and labour. Where the contractor is required to provide spares or services not included in the bill of quantities, the Contractor shall first submit a quote for approval, and may provide the spares and/or services only after approval has been granted in writing and a % mark-up shall apply for all third-party items, services and spares.

On completion of work the SABC representative together with the contractor shall inspect the works and if both parties are satisfied with the work done both shall sign off the job card including a detailed report on the repairs completed.

Response Time

Response time shall be measured as the time taken from reporting the call, to the time taken by the artisan to arrive at SABC building.

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

(i) Emergency Response

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

(ii) Urgent Response

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

(iii) Routine Response

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

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

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

2.2 Modifications/ Improvement Process

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

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

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

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

2.3 Performance Management

Once deliveries of the component, system, or service have initiated, SABC will monitor the

Contractor's performance to establish a trend of Continuous Improvement.

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

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

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

2.3.3 Key Performance Indicators

SABC will monitor Contractor's performance and report on it on a regular basis.
Contractor's Performance Indicators are as follows:

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

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

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

2.3.4 Containment of Non-Conformity Supply of Service

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

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

2.3.5 Cost Recovery

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

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

2.4 Key Personnel

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

2.5 Management of Meetings

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

2.6 Health, Safety and Environment

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

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

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

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

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

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

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

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

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

2.7 Environmental Management

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

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

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

Proof of such disposal must be submitted to SABC.

2.8 Access

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

2.9 Pricing

- 2.9.1 Bidders must price for line items as set out below. This is a rate based RFQ and therefore no totals will be applicable in the pricing schedule and orders will only be generated on an as and when required basis according to the rates.
- 2.9.2 The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.
- 2.9.3 Service Providers are required to price for all direct and indirect cost relating to the execution of the contract.
- 2.9.4 Quoted prices shall be **FIXED** and **FIRM** for the first twelve months of the Contract and thereafter subject to CPI average as issued by the reserve bank of South Africa on the anniversary of the bid.
- 2.9.5 Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Labour Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage mark-ups.

PRICING SCHEDULE

			Rate	Rate	Rate
Item	Description	Unit	Year 1	Year 2	Year 3
1.	Labour Rates Normal Hours				
1.2	Plumber Artisan	R/h			
1.4	Builder	R/h			
1.5	Painter	R/h			
1.6	Semi-skilled assistant	R/h			
1.	Overtime (Weekdays and Saturday)				
1.2	Plumber Artisan	R/h			
1.4	Builder	R/h			
1.5	Painter	R/h			
1.6	Semi-skilled assistant	R/h			
2.	Overtime (Sundays and Public Holidays)				
2.2	Plumber Artisan	R/h			
2.4	Builder	R/h			
2.5	Painter	R/h			
2.6	Semi-skilled assistant	R/h			
4.	Scaffold Rental (supply, erect, certify and maintain)	R/day			
5.	Call Out Rate	R/Call Out			
6.	Travelling costs	R/km			

Mark up (third party procured items/services) on materials, components, spares and services:

MARK-UP ON MATERIALS	
VALUE of MATERIAL	% MARK-UP
R0 up to R9 999.99 20	20%
R10 000.00 up to R49 999.99	18%
R50 000.00 up to R99 999.99	15%
R100 000.00 up to R199 999.99	10%
R200 000.00 and above.	10%

Contractor will provide SABC with a minimum of 3 (Three) quotations to ensure the most feasible pricing is achieved.

Description		Unit of measure	Cost per units
1.	Carpet – stripping & disposal of old carpet, supply and install	R/m	
2.	Demolishing and disposal of partitioning wall	R/m	
3.	General workers/Handymen for furniture removal, lifting, clearing of debris, etc.	R/hr	
4.	Building and construction	R/hr	
5.	Painting services – including supply of painting material	R/hr	
6.	Cleaning of roof surfaces, servicing of downpipes, gutters, high pressure washing of surfaces and walls.	R/hr	

3. **CONTRACT DOCUMENTATION**

A contract is for a period of three (3) years.

4. **LOCATION OF SITE**

4.1. The Contract site is at SABC Durban, KZN

5. ***RFQ Response Information***

Effective Date of Bid

Vendor(s) should state in their offer to the SABC in writing that all information, including price, provided shall remain valid and applicable for 90 days from the date the SABC receives the vendor quotation.

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. EVALUATION CRITERIA

7.1. **BBBEE and Price**

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

7.2. **Technical Evaluation**

- The tender submission will be technically evaluated out of a maximum of **60**.
- A threshold of **30** out of the **60** has been set.
- All bidders achieving less than the set threshold will be declared non-responsive.

7.3. **Objective Criteria**

- 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 FUNCTIONALITY CRITERION

Evaluation Area	Evaluation Criteria	Min Points	Max Points
Companies Previous Experience in Plumbing Service	Provide reference letter/s (Not award letter) where plumbing services were rendered previously or current stating the following: 1.Experience in years: • Less than 1 years = (5 points) • From 1-2 years= (10 points) • More than 2 years = (15 points) The reference letter/s must be on the client letter head and duly signed by the client.	10	15
General Building Maintenance	Provide: reference letters where Building Maintenance Service were rendered previously or current standing • Less than 1 year = (5 points) • From 1 – 2 years= (10 points) - More than 2 years = (15 points)	10	15
Artisan Experience	• Supply 1 qualified artisan plumber (with a trade test) CV and relevant qualifications. (5 points)	0	15

	- Supply 1 qualified artisan builder (with a trade test) CV and relevant qualifications (5 points) - Supply 1 qualified artisan Painter (with a trade test) CV and relevant qualifications (5 points)		
Location	Service provider offices must be based within 100 km radius - Less than 100km (25 points) - Between 101 and 150km (10 points) - More than 150km (0 points) Provide proof in a form of registered address in a company letterhead Non-compliance with the above = 0	10	15
Total		30	60

8. ADJUDICATION USING A POINT SYSTEM

- 8.1. The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 8.2. Preference points shall be calculated after process has been brought to a comparative basis considering all factors of non-firm prices.
- 8.3. 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.
- 8.4. 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.
- 8.5. Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

9. POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

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

B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:**B-BBEE Status Level of Contributor Number of Points**

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

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

10. 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.

11. CONDITIONS TO BE OBSERVED WHEN TENDERING

11.1. 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.

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

11.3. The Corporation reserves the right to:

Not evaluate and award submissions that do not comply with his RFQ document.

Make a selection solely on the information received in the submissions and

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

11.3.2. 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.

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

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

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

11.3.6. 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.

12. 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.

13. 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 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

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 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

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 ☐	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:		

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

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 *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.

SBD 9

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

END OF RFQ DOCUMENT