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REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2023/64
RFQ ISSUE DATE	05 JUNE 2023
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
BRIEFING SESSION	N / A
CLOSING DATE & TIME	28 JUNE 2023 @ 12:00

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

Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of 3GB or Higher "The Tenderer shall provide a valid and active certificate at the time of closing and at the time of award".

For queries, please contact **Nonjabulo Silangwe** 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 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
1.1	The bidder must provide proof of a valid registration with CIDB, with the minimum grading of 3GB or higher, valid registration is compulsory; failure to submit this RFQ document proposal will be disqualified.		

BIDDERS MUST PROVIDE A VALID AND ACTIVE CERTIFICATE AT THE TIME OF THE CLOSING OF THE BID.

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 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.6 Certified copy of Shareholders’ certificates.
- 1.7 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. REQUIREMENTS AND SCOPE OF SERVICES

The panel of service providers will be required to provide General Maintenance Services which include the below listed. The building maintenance activities shall not be limited to those listed below; suppliers shall from time to time be requested to provide additional building maintenance related services on an as required basis.

- Office partitioning (supply & install)
- Carpet supply & install.
- Carpentry related maintenance (Qualified artisan per Hour)
- Suspended & other ceiling (supply & Installations)
- Anti-static Vinyl (supply & install)
- Carpet supply and install.
- Painting of walls, floors, roofs (Supply & paint)
- Ceramic tiles & Porcelain Tiles (supply and install)
- Glass Supply & Installations (standard shutter proof)
- Vertical Blinds (Supply and install)
- Acoustic Paneling (standard soundproof)
- Window Frosting & Labeling
- Wallpaper (Shimo Newmor Wallcovering and similar)
- Laminated Wooden flooring (supply and install)

- Aluminum frame and glass door (supply & install)
- Aluminum frame and Masonite door (supply and install)
- Repainting existing parking lines as when required
- Stripping & disposing of existing ceiling
- Stripping & disposing of existing carpet
- Demolishing & disposing of existing partitioning wall
- Aluminum Skirting supply and install.
- Floor screed
- Meranti Skirting supply and install.
- Venetian blinds supply and install.
- Solid wood door supply & install.
- Splash back ceramic tiles.
- Vinyl tiles (supply and install)
- Wall plastering
- Bricklaying (Supply & build)
- Paving (Supply and build).
- Building Material, Paint, Tools (Supply and deliver).
- Underpinning of Building structures
- Maintenance of Façade
- Roof Waterproofing
- Maintenance of roof structure
- Cladding of columns and walls.
- Kitchen Built & Joinery –In-Cupboards (supply & install).
- Kitchen granite tops (supply & installation).
- Mobile toilets (supply and deliver).
- Minor plumbing works repairs and maintenance.
- Maintenance of Tarmac
- 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.

3. THE SERVICE SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION / AMENDMENT OF THE FOLLOWING INTER ALIA:

- 3.1. The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
- 3.2. The Regulations and By-laws of the Local Authority.
- 3.3. The local Fire Department Regulations.
- 3.4. Basic Conditions of Employment Act 75 of 1997
- 3.5. National Building Regulations SANS 10400.
- 3.6. Hazardous substance act 15 of 1973
- 3.7. National water act 36 of 1998
- 3.8. The Occupational Health and Safety Act, 1993
- 3.9. The Construction Industry Development Board Act No. 38 of 2000 and amendments
- 3.10. All relevant Regulations applicable to the Installation, which will include the requirements of the Employer.

4. 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:

4.1. 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.

4.2. Plumbing works

- (a) Maintenance of complete plumbing installation/reticulation.
- (b) Servicing of ablution facilities, including but not limited to inspecting/serving/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.

4.3. 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 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 responses. 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.

4.4. 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.

4.5. 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.

4.5.1. 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.

4.5.2. 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).

4.5.3. 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.

4.6. 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.

4.7. Management Meeting

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.

4.8. 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.

4.9. Environmental Management

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

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

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

Proof of such disposal must be submitted to SABC.

4.10. Access

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

4.11. Pricing

- 4.11.1. 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.
- 4.11.2. 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.
- 4.11.3. Service Providers are required to price for all direct and indirect cost relating to the execution of the contract.
- 4.11.4. 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.
- 4.11.5. 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				
1.1	Plumber Artisan	R/h			
1.2	Builder	R/h			
1.3	Painter	R/h			
1.4	Carpenter	R/h			
1.5	Semi-skilled assistant	R/h			
2.	Overtime (Weekdays and Saturday)				
2.1	Plumber Artisan	R/h			
2.2	Builder	R/h			
2.3	Painter	R/h			
2.4	Carpenter	R/h			
2.5	Semi-skilled assistant	R/h			
3.	Overtime (Sundays and Public Holidays)				
3.1	Plumber Artisan	R/h			
3.2	Builder	R/h			
3.3	Painter	R/h			
3.4	Carpenter	R/h			
3.5	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%
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.

5. CONTRACT DOCUMENTATION

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

6. LOCATION OF SITE

The Contract site is at SABC Durban, KZN

7. CONTRACT WORKS AREA

7.1 The Contractor shall confine his activities to the Contract Works site and the access route to this site.

7.2 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.

7.3 The site area is inside a broadcasting environment; therefore, care should be taken to reduce noise and dust when executing the work.

8. 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.

9. COSTING

The quotation must reflect a detailed cost breakdown, and any indirect costs associated with the rendering of the required service as per the schedule in the **Scope of Service**.

10. EVALUATION CRITERIA

10.1 Price

- The RFQ responses will be evaluated on the price. & functionality

10.2 Technical Evaluation

- The tender submission will be technically evaluated out of 100.
- A minimum threshold of **60 out of a maximum of 100** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and therefore will not continue forward for evaluation of Price.

10.3 Objective Criteria

- The SABC further reserves 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, company financials, etc. will be eliminated from the bid process.

SECOND PHASE: PAPER BASED EVALUATION CRITERIA

Evaluation area	Evaluation Criteria	Min. Points	Max. Points
Company experience on building maintenance projects.	Submit a portfolio of evidence Indicating experience on projects of a similar nature in General Building Maintenance (Bidder must illustrate experience in Industrial or Commercial Buildings) • Less than 3 projects = (0 point) • 3 – 5 projects= (30 points) • Greater than 5 projects = (40 points) Provide written proof from clients on their company's letterhead from a duly authorized person responsible for the contract in general building maintenance, contact details (email address and telephone number) declaring works performed by the bidder at the client's premises. The letters or Completion certificate must be duly signed by an authorized person of their client with contact details, must stipulate contract period, value and scope of work undertaken. NB// The reference letters should NOT be appointment or award letters.	30	40
Trade	• Supply 1 qualified artisan plumber (with a trade test) CV and relevant qualifications. (5 points) • Supply 1 qualified artisan builder (with a trade test) CV and relevant qualifications (5 points) • Supply 1 qualified artisan Carpenter (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)	0	20
Warranty of parts goods or services workmanship	Respondents to submit proposal on warranty: • Less 12 months (10 points) • 12 months (30 points) • 18 months to 24 months (40 points)	30	40
Total		60	100

1. 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 EVALUATED IN LINE WITH THE FOLLOWING

The SABC shall deal with Suppliers in accordance with the B-BBEE Codes of Good Practice and the Preferential Procurement Policy and Enterprise Development strategy of the SABC. The following will apply and will be adhered to when evaluating RFQ:

<u>SPECIFIC GOALS</u>	<u>80/20</u>
EME/SME 51% owned by Black people	10
51% owned by Black people;	5
51% owned by Black people who are women	3
Black Youth	2

- **NB: All tenders will be issued to the market with all specific goals, and these will be scored in accordance with the evidence as submitted by the bidder. The bidder who does not meet the specific goals will not be disqualified but score zero.**

2. ADJUDICATION USING A POINT SYSTEM

- 9.1 The bidder obtaining the highest number of total points will be awarded the contract
- 9.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 9.3 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

11. 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.

12. CONDITIONS TO BE OBSERVED WHEN TENDERING

- The Corporation does not bind itself to accept the lowest or any tender, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his tender. The Corporation reserves the right to accept a separate tender or separate tenders for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the tender at any stage.
- No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.
- 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**
 - i. Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
 - ii. 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.
 - iii. Award a contract to one or more bidder(s).
 - iv. Accept any tender in part or full at its own discretion.
 - v. Cancel this RFQ or any part thereof at any time.
 - vi. 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.

13. 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.

14. 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 - **SBD 6.1 Form**
- Annexure C - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure D - Previous completed projects/Current Projects
- Annexure E - SBD 8 & 9 Forms
- Annexure F - Reference letter template

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 favoritism, 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

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

SPECIFIC GOALS	80/20
EME/SME 51% owned by Black people	10
51% owned by Black people;	5
51% owned by Black people who are women	3
Black Youth	2

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
SMMEs (inclusive or QSEs and EMEs) 51% owned by Black people	10	
51% owned by Black people;	5	
51% owned by Black people who are women	3	
Black Youth	2	

NB: All tenders will be issued to the market with all specific goals, and these will be scored in accordance with the evidence as submitted by the bidder. The bidder who does not meet the specific goals will not be disqualified but score zero

Source Documents to be submitted with the Bid or RFQ

Specific Goals	Acceptable Evidence
B-BBEE	Valid BEE Certificate / Sworn Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Women Owned	Certified ID Documents of the Owners/shareholder
Black Youth owned	Certified ID Documents of the Owners
EME or QSE 51% Black Owned	Annual Financial/ Management Accounts/ B-BBEE Certificate / Affidavit/ Certified ID Documents of the Owners/shareholder
51% Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit/ Certified ID Documents of the Owners/shareholder
South African Enterprises	CIPC Documents

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be

restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	

ANNEXURE C

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 30% 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 “D”

Previous completed Host-to-Host 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 Host-to-Host 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:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE F

REFERENCE LETTER TEMPLATE

The Bidder is required to use the attached reference letter template to obtain clear and easily verifiable references in response to the bid requirements.

This reference letter format is not to be completed by the bidder, but it is to be completed by the clients of the bidder who is bidding for this project giving reference to their level of the service rendered in either their current or previous project. The reference letter must be completed on the letterhead of the clients of the bidder and not the bidder.

REFERENCE LETTER FORMAT		
Reference Letterhead		
Reference Legal Name		
Name of the company you are giving reference about		
Bid Number		
Bid Description:		
Describe the Contract / Project work and/or Service the above company provided to your organisation		
Project period (start date)		
Project period (end date)		
Service period (start date)		
Service period (end date)		
Project Cost		
Please rate the above bidder according to the following Criteria by ticking column and providing comments / details:		
Criteria	Meets requirements	Exceeds requirements
Overall Impression / Satisfaction with bidder		
Completed by:		
Signature:		
Company Name:		
Position:		
Contact Telephone Number:		
Date:		