SOUTH AFRICAN BROADCASTING SABC SOC LIMITED

("the SABC")

REQUEST FOR PROPOSAL/BID (RFP) NUMBER: RFP/RIS/2018/10

RFP TITLE: PROVISION OF SECURITY SERVICES FOR SABC MPUMALANGA OFFICES FOR A PERIOD OF THREE YEARS.

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	**02 February 2018**
Bid Available Date From	**02 February 2018**
Non-Compulsory Briefing Session Date & Time	**15 February 2018 @ 12h00**
Venue for **Non-Compulsory** Briefing Session	**City Centre Building, SABC offices, c/o Andrew and Madiba Drive, Nelspruit**
Bid Closing Date & Time	**07 March 2018 @ 12h00**
Contact details	Mimi Lushaba at 011- 714 -4764 or Lorna Martins at 011- 714 -6527 tenderqueries@sabc.co.za

The SABC retains the right to change the timeframe whenever necessary and for whatever reason it deems fit.

BIDS DELIVERY

SABC's Tender Box
SABC Office Main Entrance
City Centre Building
c/o Andrew and Madiba Drive
Nelspruit

N.B. Late Bids submissions will not be accepted for consideration by the SABC.

1. FIRST PHASE – PRE-QUALIFICATION CRITERIA

THIS TENDER IS ONLY RING-FENCED TO FIVE TYPES OF COMPANIES BEING (i) EME WITH B-BBEE STATUS LEVEL 1 (ii) QSE WITH B-BBEE STATUS LEVEL 1 (iii) GENERIC WITH B-BBEE STATUS LEVEL 1 (THIS GENERIC MUST BE 100% BLACK OWNED) (IV) GENERIC WITH B-BBEE STATUS LEVEL 2 (THIS GENERIC MUST BE 100% BLACK OWNED) AND (v) COMPANIES THAT ARE OWNED BY BLACK MILITARY VETERANS

CRITERIA	COMPLY/NOT COMPLY
EME with B-BBEE Status Level 1	
QSE with B-BBEE Status Level 1	
Generic with B-BBEE Status Level 1 (This Generic must be 100% Black Owned)	
Generic with B-BBEE Status Level 2 (This Generic must be 100% black owned)	
Companies that are owned by black military veterans	

NON COMPLIANCE TO THE PRE-QUALIFICATION CRITERIA WILL RESULT IN AUTOMATIC DISQUALIFICATION.

2. SECOND PHASE - 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 DOCUMENTS	COMPLY/ NOT COMPLY
1.	Proof of Valid TV License Statement for Company's, All Active Directors and Shareholders. **Valid means zero balance on the TV Licence statement account.** (Please note that verification will also be done internally).	
2.	Certified copy of valid PSIRA Certificate	
3.	Certified copies of Company's Fire Arm License for **1 pistol AND 1 shotgun**	
4.	Proof of **VALID** Letter of Registration as a Security Service Provider at a National Key Point (NKP) issued by the South African Police Services. **OR** Certified copy of the NKP Certificate	

5.	Provide proof of Physical address (Only bidders with Site offices that have a control room, and are within 70 km radius from SABC Mpumalanga will qualify for further evaluation). Bidders whose site offices are outside the stated radius will be eliminated.	

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

3. REQUIRED DOCUMENTS

3.1 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters

3.2 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)

3.3 All EME's and 51% black Owned QSE's are only required to obtain a **sworn affidavit** on an annual basis, confirming the following;

3.3.1. Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE

3.3.2. 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.

3.4 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.

3.5 Certified copy of Shareholders' certificates.

3.6 Certified copy of ID documents of the Directors or Members.

3.7 Last three years audited/reviewed financial statements OR the Companies Management Accounts.

3.8 Proof of Public Indemnity Cover for minimum of R5 million

3.9 Registration on the National Treasury Central Supplier Data Base (CSD)

NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHOM THEIR TAX MATTERS ARE NOT IN ORDER.

C O N T E N T S

DOCUMENT A: CONDITIONS TO BE OBSERVED WHEN BIDDING

DOCUMENT B: GENERAL CONDITIONS OF THE BID/PROPOSAL

DOCUMENT C: QUESTIONNAIRE

DOCUMENT D: DECLARATION OF INTEREST

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DOCUMENT H: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8

DOCUMENT I: CERTIFICATE OF INDEPENDENT BID DETERMINATION SBD 9

DOCUMENT J: ACCEPTANCE OF CONDITIONS OF BID

DOCUMENT K: VENDOR FORM (SABC SUPPLIER/VENDOR REGISTRATION FORM) - (ATTACHED SEPARATELY) / PLEASE ALSO REGISTER ON CENTRALISED DATA BASE - https://secure.csd.gov.za

As of 1 June 2016, the SABC will no longer sell its tenders. PDF Documents will be available on the SABC Website as well as the Treasury E-Tender Website.

An electronic copy of the RFP document can be requested from the SABC Tender Office on email: tenderqueries@sabc.co.za

DOCUMENT A

CONDITIONS TO BE OBSERVED WHEN BIDDING

1.0 LODGING OF PROPOSALS

1.1 Bidders are required to complete and sign the RFP Document and initial all pages (including proposal and brochures).

1.2 Bids must be submitted in one (1) original, two (2) copies of the original and 1 (one) electronic copy (CD) or memory stick, by hand and be enclosed in a sealed envelope marked distinctly with the RFP number. All electronic copies should be in PDF format and must contain proposal, all completed forms, and attachments. This envelope must indicate the Bid number and the name and delivery address of the Bidder.

1.3 Bidders should ensure that bids are delivered timeously to the correct address**.** Bids not received in a specified manner, and by the specified time and date as set out in this RFP document will be rejected. The bid box is generally open 24 hours a day, 7 days a week.

2.0 COMPLIANCE WITH CONDITIONS OF PROPOSAL

2.1 No alteration, amendment or variation of the submitted proposal by the closing date of this bid shall be permitted, unless otherwise agreed in writing by both the SABC and the bidder. Should the bidder desire to make any amendments to the conditions of their proposal document, they shall stipulate upfront in their proposal document. The SABC reserves the right to reject such bid document.

3.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

3.1 All bidders are required to submit bids in accordance with stipulated technical specification as indicated on this bid document. Failure to comply with the required technical specification will result in disqualification.

4.0 SCHEDULE OF QUANTITIES

4.1 Bidders are required to submit a detailed Schedule of Quantities indicating how the bid amount is composed. This schedule shall contain itemised descriptions, quantities and unit prices.

5.0 BID PRICES

5.1 No change in the submitted bid prices shall be accepted and/or approved by the SABC after receipt and before award of this bid.

5.2 All prices are to be quoted in the Republic of South African Rand with VAT as a separate item.

5.3 All local suppliers quoting in foreign currency must convert the currency to Rands and indicate the exchange rate applicable.

5.4 The prices quoted should be inclusive of all costs needed to perform the specified services, not limited to, all kinds of local guarantee bonds, taxes and duties, customs, customs clearance, inland transportation, storage, unpacking, positioning, installation, integration and testing. The prices quoted should be inclusive of all costs for the duration of the project.

5.5 This bid document is not an offer to purchase, order or contract.

5.6 Prices must be fixed for the first year and shall, where applicable, be subject to an increase of not more than the applicable CPI.

5.7 Bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivery on site as specified.

5.8 Bid prices shall, where necessary, include packaging. If desired, packaging material may be returned to the bidder provided the amount of credit that will be allowed for the returnable packaging is shown against each item concerned.

5.9 Any response submitted by a Bidder is subject to negotiation and review by the SABC.

6.0 SOURCE OF SERVICE AND MATERIAL

6.1 In the case of equipment/goods, which are partially or completely designed and/or manufactured in the Republic of South Africa, Bidders shall state the local content percentage.

6.2 Documentation certifying the local content percentage shall be submitted.

7.0 ACCEPTANCE OF PROPOSALS

7.1 The SABC does not bind itself to accept the lowest or any bid/proposal, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Bidders in the preparation and delivery of its/his/her bid/proposal. The SABC reserves the right to accept a separate bid/proposal or separate bids/proposals for any one or more of the sections of a specification. The SABC also reserves the right to withdraw the bid at any stage.

7.2 No bid shall be deemed to have been accepted unless and until a formal contract/ letter of award is prepared and signed.

7.3 The SABC reserves the right, should it deem it necessary, to monitor every stage of the contract to ensure:

- that the directors who were awarded the bid are in control of the company and/or that changes in directors does not affect delivery of the goods/services/work adversely;
- that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
- that in the event that the bid or any part thereof is to be subcontracted to another company or organisation after the bid was awarded, the Bidders must immediately advise the SABC and the SABC shall approve same as it deems fit;
- successful delivery of the goods/services/works in terms of the contract, or timeous termination of the contract should such action be in the best interest of the SABC;
- audit the successful Bidder's contract from time to time.

7.4 This bid will remain valid 180 (one hundred and eighty) days from the date of bid closing.

8.0 DEFAULT BY BIDDERS

8.1 If Bidders purport to withdraw their bid(s)/proposals within the period for which they have agreed that their bid/proposal shall remain open for acceptance, or fails to enter into a written contract when called upon to do

so, or fails to accept an order in terms of the bid, the SABC may, without prejudice to any other legal remedy which it may have, accept their bid(s)notwithstanding the purported withdrawal, or proceed to accept any other less favourable bid or call for bids afresh and may recover from the defaulting Bidders any additional expense it has incurred for the calling for new bids or the acceptance of any less favourable bid.

9.0 AMPLIFICATION OF PROPOSALS

9.1 The SABC may, after the opening of bids; call on the Bidder to amplify in writing any matter which is not clear in the Bidder's submission and such amplification shall form part of the original bid.

9.2 In the event of the Bidders failing to supply such information within the specified timeframe, the bid will be liable to rejection.

9.3 The SABC reserves the right to:

9.3.1 not evaluate and award bids that do not comply strictly with this bid document.
9.3.2 make a selection solely on the information received in the bids and
9.3.3 enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid.
9.3.4 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 bid shall be sought, offered or permitted.
9.3.5 award a contract to one or more Bidder(s).
9.3.6 accept any bid in part or full at its own discretion.
9.3.7 cancel this bid or any part thereof at any time.

Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the SABC and not necessarily on the basis of the lowest costs.

10.0 IMPORT/EXPORT PERMITS

10.1 Bidders are required to include complete information on equipment and/or components requiring export/import permits.

11.0 COST OF BIDDING

11.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and the SABC shall under no

circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

12.0 COMMUNICATION

12.1 The SABC has provided a single point of entry for any questions or queries that the Bidder may have. All queries must be submitted in writing and directed to authorised contact person. **Unauthorised communication with any other personnel or member of staff of the SABC, with regard to this bid is strongly discouraged and will result in disqualification of the respective Bidder's bid/proposal submission**.

12.2 Should there be a difference of interpretation between the Bidder and SABC; SABC reserves the right to make a final ruling on such interpretation.

12.3 The closing time for clarification of queries is 3 (three) days before the deadline for bid/proposal submission.The Bidders should take note that questions together with responses will be sent to all Bidders who attended compulsory Briefing Session.

13.0 AUTHORISED CONTACT PERSONS

13.1 All enquiries in respect of this bid must be addressed to:

Mimi Lushaba or Lorna Martins– Bid Office
SCM Division
Radio Park Office Block
Henley Road
Auckland Park
Johannesburg
South Africa
E-mail:tenderqueries@sabc.co.za
Phone: 011 714 4764 or 011 714 6527

14.0 BROAD-BASED ECONOMIC EMPOWERMENT

14.1 According to the 2013 B-BBEE Revised Coded of Good Practice the Exempted Micro Enterprise (EME) is only required to produce a sworn affidavit signed by the Commissioner of Oaths as per the requirement in the Justice of Peace and Commissioners of Oaths Act,1963(Act No.61 of 1963) or the Companies and Intellectual Property Commission("CIPC") certificate on an annual basis.

14.2 Bidders other than EMEs must submit their original and valid B-BBEE

status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.

14.3 Only South African Accreditation Systems (SANAS) is the authorised body to issue B-BBEE certificates

14.4 IRBA and Accounting Officers are **not** allowed to issue B-BBEE affidavit or certificates to EMEs and QSEs as it was under 2007 Codes

14.5 100% black-owned EMEs and QSEs are now Level 1

14.6 An affidavit confirming that the entity's turnover is below R10 million and percentage of black ownership will be accepted for EMEs

14.7 QSEs have to comply with all elements

14.8 Start-up enterprises are verified similar to EMEs, but can opt to be rated using the QSE and Generic Scorecard

14.9 QSE with at least 51% black ownership or above are only required to obtain a sworn affidavit on an annual basis with a confirmation of turnover and black ownership

14.10 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.

14.11 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.

14.12 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.

14.13 A bidder 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 capability and ability to execute the sub-contract.

14.14 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

15.0 MISREPRESENTATION AND FRONTING IS PROHIBITED

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

It is an offence to misrepresent or provide false information regarding a company's information or engaging in a fronting practice. If there is any contravention of some sought, the SABC may open a criminal and/or civil case/s against the bidder and its directors/members in terms of applicable legislation, and ban the bidder & its directors/members from doing business with the SABC for a pre-determined period.

It is important to note that any proposal that does not conform fully to the instructions and requirements in this RFP may be disqualified.

Suppliers might be required to demonstrate their proposed capabilities by means of a presentation, clear and easily verifiable reference documentation and/or a visit to an existing client site where their capabilities may be demonstrated.

Bids, which do not meet the technical requirements, will not be considered for further evaluation.

END OF DOCUMENT A

DOCUMENT B

GENERAL CONDITIONS OF PROPOSAL

1.0 COMPLIANCE WITH COMPLETION OF PROPOSAL

1.1 The bid forms should not be retyped or redrafted but photocopies may be prepared and used.

1.2 Bid forms must be signed in the original form; in ink and forms with photocopied signatures or other such reproduction of signature will be rejected.

1.3 Should bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bid.

1.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Incomplete bids will result in disqualification**.**

2.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

2.1 Unless a departure is clearly stated by the Bidder at the time of bidding, the works shall be taken as complying in detail with the Technical Specifications, and the Bidder shall be held liable on all the terms and conditions of the contract as if this bid contained no departures. Technical specifications contained in any brochures or any other descriptions submitted shall apply for acceptance test purposes.

3.0 WARRANTY

3.1 If there are any defects arising from failure of goods to meet the specifications within the period specified in the contract, the Bidder shall replace the defective items at his expense or shall refund the SABC such costs as the SABC may incur in replacing such defective item. The Bidder shall also bear the cost of transporting replaced/repaired items to the place of destination.

4.0 INSPECTION

4.1 The Bidder shall permit and assist the SABC's representatives in carrying out any inspections that are called for in the proposal or specifications.

5.0 PACKAGING

5.1 Goods purchased on this bid must be adequately protected and securely packaged during shipment and until delivery at the destination.

5.2 Goods must be clearly marked with the Bidder's name, description of contents and the SABC's order number and delivery address.

6.0 RISK

6.1 The Bidder will be responsible for losses that SABC incurred due to Bidder's negligence or intention and Bidder must provide Liability Insurance. This will be a condition of contract.

7.0 DELIVERY

7.1 Delivery of the required security services will be to the SABC Mpumalanga Regional Office in the Republic of South Africa. The contractual delivery date must be strictly complied with and each delivery must be preceded or accompanied by delivery note. If delivery does not take place within the period stipulated, the SABC may cancel the contract concluded with the bidder without further notice to the Bidder and with immediate effect without prejudice to any other course of action available to the SABC to recover any damages out of such delay.

8.0 PAYMENT

8.1 Payment, in currency other than South African Rand, will be made by means of a telegraphic or wired bank transfer.

The Bidder must provide:

- Name and address of their bank.
- Company account number to be credited.
- Sort/swift code of bank.

8.2 The SABC's standard payment terms are 30 days from date of Invoice.

9.0 ASSIGNMENT OF CONTRACT

9.1 The Bidder shall not have the right to cede any right or delegate any obligation in terms of this contract to any third party unless with the prior written approval of the SABC.

10.0 PROPOSALS ARE CONSIDERED TO BE BINDING ON THE BIDDERS

10.1 Representations made in the bid/proposal, including claims made in respect of commitments to dates of delivery, shall be considered binding on the Bidder on acceptance of the bid/proposal by the SABC and same will be form part of the contract to be concluded, unless specifically noted by the Bidder in the bid/proposal that same maybe subject to change;

11.0 COMPLIANCE WITH SABC POLICIES

11.1 SABC will not procure any goods, services, works or content from any employee or employee owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.

11.2 SABC will not procure any goods, services, works or content from any SABC Independent Contractor's owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.

11.3 No former employees, SABC's Non-Executive members and Independent Contractors will be awarded contracts with the SABC within a year after resigning from SABC employment or not being engaged with the SABC.

11.4 Should former employees, SABC's Non-Executive members and Independent Contractors resign from the employment of the SABC or not being engaged with the SABC and become directors of other businesses bidding with SABC, such bid will not be considered until the cooling off period of one year has expired.

12.0 FAILURE TO COMPLY WITH THESE CONDITIONS

12.1 These conditions form part of the bid and failure to comply therewith may invalidate a bid.

13.0 RFP SCHEDULE

13.1 Bidders will be contacted as soon as practicable with a status update. At this time, short-listed Bidders may be asked to meet with SABC representatives Bidders should provide a list of persons and their contact details who are mandated to negotiate on behalf of their company.

14.0 ADDITIONAL NOTES

14.1 All returnable documents as indicated in the bid form must be returned with the response

14.2 Bidders are to note that bids in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment.

14.3 Changes by the Bidder to his/her submission will not be considered after the closing date.

14.4 The person or persons signing the bids must be legally authorized by the Bidder to do so A list of the person(s) authorized to negotiate on your behalf must be submitted along with the bid.

14.5 SABC reserves the right to undertake post-bid negotiations with the preferred Bidder or any number of short-listed Bidders.

FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE BID BEING OVERLOOKED.

15.0 DISCLAIMERS

15.1 Bidders are hereby advised that the SABC is not committed to any course of action as a result of its issuance of this BID and/or its receipt of a bid in response to it. In particular, please note that the SABC may:

15.2 change all services on bid and to have Supplier re-bid on any changes.

15.3 reject any bid which does not conform to instructions and specifications issued herein

15.4 disqualify bids after the stated submission deadline

15.5 not necessarily accept the lowest priced bid

15.6 reject all bids, if it so decides

15.7 award a contract in connection with this bid at any time

15.8 award only a portion as a contract

15.9 split the award of the contract to more than one Supplier

15.10 make no award of a contract.

Kindly note that SABC will not reimburse any Bidder for any preparation costs or other work performed in connection with this bid, whether or not the Bidder is awarded a contract.

END OF DOCUMENT B

DOCUMENT C

QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

1. Company's Treasury CSD unique registration reference number.	
2. Have your company been issued with a SARS Compliance Status PIN.	
3. If yes, please provide PIN number. The provision of the PIN will be construed as your permission to SABC Procurement to access your tax status on-line.	
4. Are you registered in terms of section 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act 89 of 1991)?	
5. If so, state your VAT registration number and original current tax clearance certificate to be submitted	
6. Are the prices quoted fixed for the full period of contract?	
7. Is the delivery period stated in the bid firm?	
8. What is the address in the Republic of South Africa where an item of the type offered by you may be inspected preferably under working conditions? (Where Applicable)	

9. What is the approximate value of stock in the Republic of South Africa for this particular item? (If required).	
10. Where are the stock held?	
11. What facilities exist for servicing the items offered?	
12. Where are these facilities available?	
13. What are the names and addresses of the factories/suppliers where the supplies will be manufactured and may be inspected, if required?	

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ALSO INDICATE WHICHEVER IS NOT APPLICABLE

END OF DOCUMENT C

DOCUMENT D

SBD-4

DECLARATION OF INTEREST

1.0 Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2.0 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

……

2.2 IdentityNumber:
……

2.3 Position occupied in the Company (director, trustee, shareholder[2]):

……
……

2.4 Company Registration Number: ……

2.5 Tax Reference Number:……

2.6 VAT Registration Number:……...

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO** presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

……...……
……

Name of state institution at which you or the person connected to the bidder is employed

……...……
……

Position occupied in the state institution:……...……

Any other particulars:
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2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the state? **YES/NO**

2.7.2.1 you attached proof of such authority to the bid — If yes, did **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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……

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between — **YES/NO**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars**.**

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……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……
……

……
……

……

3.0 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pers. Number

4.0 DECLARATION

I, THE UNDERSIGNED (NAME)

……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……
Signature Date

…… ……
Position Name of bidder

END OF DOCUMENT D

DOCUMENT E

TECHNICAL SPECIFICATION

1. PURPOSE AND BACKGROUND

The SABC was declared as a National Key Points (NKP) sites in 2006 under National Key Point Act, Act 102 of 1980. The South African Broadcasting Corporation SOC Limited (SABC) in terms of the Control of Access to Public Premises and Vehicle Act 53 of 1985 and National Key Points Act, No 102 of 1980, as amended, is required to obtain the services of trained NKP security personnel from the bidder to perform twenty-four (24) hour physical security services for the SABC Mpumalanga premises.

2. SCOPE OF SERVICES

As from the effective date of the agreement with the service provider, the service provider shall provide the SABC with required services and expertise as set out in the agreement. The Services of trained NKP security service provider are required by the SABC to perform duties at the SABC Mpumalanga provincial offices (Nelspruit).

The security services shall be provided on the premises as follows:

- Access and Egress control,
- Guarding and Patrolling of the premises
- Protection of assets, personnel and the premises
- Control room operations:
    - Monitoring of CCTV Cameras
    - Control room administration duties
    - Handling emergencies in the building
    - Conduct risk and threat assessments around the premises
- Loss control

The specific duties of security service provider in respect of the premises shall be as described in the SABC's Standard Operating Procedures (SOP's). The SOP setting out the specific duties of the security service provider shall be **complied** with by the service provider at least a week before the Services commence. The said SOP- may be amended from time to time, with the agreement by both parties.

3. REGULATORY REQUIREMENTS

Bidders are to provide physical security services in line with the following legislations;

Bidders are to provide physical security services in line with the following legislations;

3.1 National Key Points Act 102 of 1980;

3.2 The Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51

3.3 Section 13 of the Constitution;

3.4 The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.

3.5 Private Security Industry Regulation Act 56 of 2001;

3.6 Protection of Information Act 84 of 1982;

3.7 Trespass Act 6 of 1959;

3.8 Occupational Health and Safety Act 85 of 1993; and

3.9 Protection of assets.

4. PERSONNEL REQUIREMENTS FOR PHYSICAL SECURITY.

The scope of services shall include without limitation the following.

4.1 Provide Fifteen (8) NKP Security personnel for Day shift consisting of 1 x Grade B who will operate as shift supervisor and 7 x Grade C staff.

4.2 Provide Fifteen (8) NKP Security personnel for Night shift consisting of 1 x Grade B who will operate as shift supervisor and 7 x Grade C staff.

4.3 The total number 16 security personnel exclude the relievers.

4.4 The service provider must provide relievers on as and when required to guarantee the requirements and all relievers must be properly vetted in time.

4.5 All security staff personnel shall be trained and knowledgeable about SABC procedures, protocol and Standard Operating Procedures (S.O.P). In addition, the graded staff will be responsible for the following;

4.5.1 Grade B security personnel who will operate as shift supervisors.

4.5.2 Grade C armed security personnel as per the NKP Act and patrol inside and outside the premises, including the main security control centers, entry and exit points.

5. PERSONNEL REQUIREMENTS FOR EMERGENCIES

The appointed service provider will be required to provide security personnel for emergencies like demonstrations and riots on an as and when required basis on the same terms.

6. EXPECTED DELIVERABLES

Provide a security management function at the premises which will include access, parameter control at premises and escorting of personnel and/or members of the public as and when required, and general crime prevention measures as instructed from time to time. This service will include the management of all security systems installed by the SABC, as well as the execution of the SABC's security policies and procedures.

6.1 CHARGES AND SETTLEMENT OF ACCOUNTS

6.1.1 The fees payable by the SABC to the service provider for the security services rendered in terms of this agreement shall not be less than but in accordance with the statutory wages prescribed by the relevant Act.

6.1.2 The prices should be based on the latest PSIRA published rates.

6.1.3 The service provider shall, on or before the end of each calendar month submit to the SABC an invoice, to be certified by both the service provider and the SABC as correct, specifying the services rendered during that current month and detailing the amount due and payable to the service provider. Value added tax shall be shown separately on each invoice for all vat-able items.

6.1.4 Payment for the security services shall be made by the SABC to the service provider within thirty - (30) days after the receipt of valid invoice.

6.1.5 Should there be any error in the invoiced amount shall be corrected on the following monthly invoice submitted by the service provider.

6.1.6 The service provider shall on or before the end of a calendar month submit a statement to the SABC in respect of services rendered to the SABC in that current month in terms of this agreement.

6.1.7 The SABC will be credited with the amount equal to the services not received during the month of the statement.

6.1.8 At least two (2) calendar months prior to statutory rate increase, the parties shall meet in an effort to agree upon the price in respect of the provision of security services by the service provider for the subsequent 12 months.

7. ACCESS TO PREMISES

7.1 Subject to the SABC's security measures, the SABC shall grant the service provider and its employee's access at all reasonable times to the premises so that they may carry out their duties in terms of the contract.

7.2 The service provider shall ensure that its employees are fully aware of the SABCs' security measures and regulations and that they shall subject themselves to such rules and regulations, including searches.

7.3 The SABC shall provide the service provider with all the necessary keys and access facilities, free of charge, so that the relevant workers may execute their duties in those areas of the building where they have to carry out their function in terms of the contract.

8. GENERAL PATROLS AND FUNCTIONS OF THE SERVICE PROVIDER

8.1 **The Service Provider must execute the following:**

8.1.1 Ensure security officers on foot conduct patrols as per control monitoring equipment on site. Security shall conduct patrols as per the SABC Standard Operation Procedures. These patrols shall be required every day from Monday to Friday between 18:00 and 06:00, and over weekends and public holidays.

8.1.2 Control and supervise all personnel on duty.

8.1.3 Ensure that personnel are deployed at required sites on time and in correct attire or uniform.

8.1.4 Report any emergencies and possible illegal activities that could arise to the SABC Control room with immediate effect.

8.1.5 Provide particular attention to all boundaries and possible approach and/or escape routes which may be used by undesirable persons.

8.1.6 Ensure security personnel are in possession of their identity certificate or permit and necessary equipment at all time in order to perform their duties as required.

8.1.7 Ensure that all security personnel used in these patrols are trained in the proper use of hand held two-way radio sets.

8.1.8 Ensure that all officers at all times are capable to convey salient details of incidents or reporting such incidents.

8.1.9 Propose recommendations to the SABC with the possible improvements or preventative measures relating to security issues relevant to a site.

8.1.10 Ensure a supervisor is on duty and available at all times.

8.1.11 Ensure that an up to date personnel attendance register is maintained

9. GENERAL CONTROL ROOM DUTIES

9.1 **Bidder shall ensure that:**

9.1.1 Security officers issue and receive pre-approved SABC vehicles after hours, weekends and Public Holidays as per Standard Operating Procedures.

9.1.2 Security officers shall manage telephone exchange outside office hours.

9.1.3 Security officers shall monitor all alarms including fire alarms etc.

9.1.4 Security officers shall monitor digital camera system.

9.1.5 Security officers shall perform all other duties as per Standard Operating Procedures of SABC.

10. GENERAL ACCESS DUTIES

10.1 Security officers shall manage front door and rear door access points as per Standard Operating Procedures.

10.2 Security officers shall monitor and control all gates and access points of the building as per Standard Operating Procedures.

11. ADDITIONAL REQUIREMENTS

11.1 The service provider must provide his own occurrence books and any other registers and stationary required to perform their duty which will subsequently be SABC property.

11.2 Contingency plan will be guided by the SABC and will be executed by the service provider during emergencies.

11.3 Additional Security Officers may be required on an ad-hoc basis. A fix rate per hour must be quoted for (Casual guarding).

11.4 The service provider will provide management structure for the site**.**

11.5 Rates quoted for equipment shall be calculated on twenty four (24) hour shifts, except for equipment utilized in patrols.

11.6 Rates quoted for security personnel shall be calculated on twelve (12) hour shifts.

11.7 A minimum quoted in one (1) of baton, set of handcuffs, 9 mm Pistols, 12 gauge pump action, two way Radio, Base radio are required per site. (Refer Annexure A)

11.8 Charge-out tariffs shall be reviewed annually and agreed increases shall become effective from 1 September each year.

11.9 It is a specific requirement for this site that the switchboard and reception will be manned by the service provider after hours on week days (17H00 PM-08H00 AM), weekends and public holidays.

12. ROVING PATROLS

12.1 To increase the effectiveness of security personnel, the service provider may be requested to provide roving patrols. These patrols shall be required to randomly patrol the area, supervise all posted security personnel, carry out irregular inspections of security personnel and to provide quick assistance to security personnel when incidents occur.

12.2 This service shall be carried out in such a manner to ensure the effectiveness in maintaining alertness of security personnel and prevention of theft.

12.3 When the service of additional security personnel are urgently required, the service provider shall provide the additional services at the same rates quoted for, within a time agreed upon between the SABC and the service provider but not later than twenty four (24) hours after the request has been received.

12.4 The additional services shall be provided for a period as agreed upon by both parties.

12.5 The service provider shall monitor operational CCTV camera images.

12.6 The service provider shall ensure Control room administration and communicate with internal departmental functionaries and contractors with regards to SABC rules / regulations.

12.7 The Service Provider will be expected to enter into a Service Level Agreement with SABC over and above contractual agreement. All personnel to be deployed to site are expected to sign non-disclosure agreements

13. SPECIAL CONDITIONS TO SECURITY PERSONNEL

The following is mandatory to all security personnel:

13.1 Security personnel must be dressed in full company uniform when on duty at all times.

13.2 Security personnel to visible wear ID card whilst on duty. The ID card must contain member name, surname, PSIRA number and a photo of the employee.

13.3 All personnel must have a police clearance and not have criminal records.

14. KEY PERFORMANCE AREA EVALUATION (KPAS) FOR SUPPLIER RELATIONSHIP MANAGEMENT (SRM).

14.1 SABC will develop a Performance Management System, where the Service Provider will be evaluated against on a quarterly basis. The key performance will range from 1 - 4 in that 1(reflects as poor) and maximum of 4(reflects as excellent) details will be defined during contract stage.

14.2 **The following KPI's will be used to evaluate the performance of the service provider:**

14.2.1 All registers and forms concise and available for inspection at all times.

14.2.2 Monthly report submitted before 5 days subsequent to the end of each month.

14.2.3 Guards reporting on duty arrive on or before the specified time.

14.2.4 All staff correctly graded and in accepted uniform as per SOP.

14.2.5 Staff shifts to change within 30 minutes (sick leave and relievers planned).

14.2.6 Security personnel to be in possession of correct equipment on-site, replacement of equipment within 48 hours turnaround time.

14.2.7 Training as per SOP and on the job training.

14.2.8 Incidents reporting turnaround time (report within 2 hrs of the incident taking place, preliminary report within 24hrs, final report at completion of investigation with 14 days).

14.2.9 Overall Management and Supervision (attendance of weekly and monthly meetings, availability of after-hours supervisors and offsite management, documented minutes of meetings sent to SABC within 7 days, return of phone calls within 30 minutes & emails within 1 hour).

14.2.10 NKP competency training for all guards to be conducted twice a year.

14.2.11 Proof of refresher training courses undertaken on a monthly and quarterly basis.

15. CONTRACT PERIOD

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

16. COSTING MODEL TO BE USED

Pricing Template enclosed on the RFP to be used. "Annexure A"

17. KEY PERFORMANCE AREA EVALUATION (KPAS) FOR SUPPLIER RELATIONSHIP MANAGEMENT (SRM).

17.1 SABC will develop a Performance Management System, where the Service Provider will be evaluated against on a quarterly basis. The key performance will range from 1 - 4 in that 1(reflects as poor) and maximum of 4(reflects as excellent) details will be defined during contract stage.

17.2 **The following KPI's will be used to evaluate the performance of the service provider:**

17.2.1 All registers and forms concise and available for inspection at all times.

17.2.2 Monthly report submitted before 5 days subsequent to the end of each month.

17.2.3 Guards reporting on duty arrive on or before the specified time.

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17.2.9 Overall Management and Supervision (attendance of weekly and monthly meetings, availability of after-hours supervisors and offsite management, documented minutes of meetings sent to SABC within 7 days, return of phone calls within 30 minutes & emails within 1 hour).

17.2.10 NKP competency training for all guards to be conducted twice a year.

17.2.11 Proof of refresher training courses undertaken on a monthly and quarterly basis.

18. CONTRACT PERIOD

The contract is for a period of Three (3) years.

19. COSTING MODEL TO BE USED

Pricing Template enclosed on the RFP to be used. "Annexure A"

20. EVALUATION CRITERIA

Bidders should note that only bidders who met the Prequalification Criteria and mandatory requirements of the bid will be evaluated further using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the SABC's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

The evaluation criteria is designed to reflect the SABC's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

The bid responses will be evaluated on 80/20 point system (refer document H) and the functionality will be evaluated based on the criteria below:

THIRD PHASE EVALUATION CRITERIA: PAPER BASED

Evaluation Area	Evaluation Criteria	Points
Companies Previous Experience in Physical Security	Provide written proof on clients **company's letterhead** (not limited to an NKP site) **from duly authorised person responsible for Security Services** with **contact details** (email address and telephone number). **The letters must stipulate the experience in years, represented by contract period**, **And number of guards/ compliment deployed per site.** **Cumulative contract duration over last 8 years as of 31 January 2018** • <3 years = (0 points) • 3 – 5 years= (12 points) • >5 – 8 years = (15 points) **Guards/ Compliment per site** • <2 guards excluding relievers (4 including relievers) = (0 points) • 2 – 4 guards excluding relievers (4 - 8 including relievers) = (20 points) • >4 guards excluding relievers (8 including relievers) = (25 points)	40
TOTAL		**40**

Functionality Threshold for paper based evaluation:

Bidders who obtain less than threshold of **32 points** will be declared non-responsive and will be eliminated from further evaluation.

FOURTH PHASE EVALUATION CRITERIA : SITE INSPECTION

Evaluation Area	Evaluation Criteria	Points
Control Room Facility	Operating Hours and availability of Control room service that includes: • **Control room 24 hour operation service** • **Active two way radio base set with back-up service,** • **Active Radio Base Station,** • **Active Telephone (dialling in and out),** • **Active occurrence book.** **(This criterion must be met in full. Partial compliance will score 0 points)**	40
Availability of Patrol Vehicles	**Visibility of bidder's owned branded patrol vehicles and presentation of the ownership documents. (In the absence of the vehicle at bidder's premises, the patrol vehicle must demonstrate response within 15 minutes time to control room) Failure to do so the bidder will score zero points.** • <1 vehicles = (0 points) • 1 vehicles = (7 points) • > 1 vehicles =(10 points)	10
Fire arm & fire arm safe	**Fully compliant fire arm control measures with proof of the following:** • Fire Arm safe • Fire arm register • Fire Arms (1 pistol & 1 shotgun) **(This criterion must be met in full. Partial compliance will score 0 points)**	40
Availability of Uniform for all genders from head to toe.	**Availability of branded corporate, presentable contingency uniform stock:** • <2 sets of uniform = (0 points) • 2 sets of uniform =(8 points) • >2 sets of uniform = (10 points)	10
Total points		100

Functionality Threshold for Site Inspection

Bidders who obtain less than threshold of **95 points** will be declared non-responsive and will be eliminated from further evaluation.

18. FINANCIAL STABILITY

The financial stability evaluation is used to assess the financial risk of the shortlisted bidders.

Respondents are required to submit their audited/reviewed financial statements OR Company's management accounts for the past 3 years with their Proposal/Bid in order to enable the SABC to establish financial stability as follows:-

Area	Assessment Criteria
Financial Due Diligence	Bidders financial due diligence will be assessed based on submitted audited/reviewed financial statements OR Company's management accounts using financial ratios.

OBJECTIVE CRITERIA

- SABC will conduct vetting with State Security Agency (SSA) on the company and respective directors/ members, for criminal record, national Security threats and credit judgements. Negative findings will result in elimination.

- SABC reserve the rights not to award this bid to any bidder with poor proven track record based on judgement of previous projects, within the SABC and/or with other clients.

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

- SABC reserve the right not to award the tender to any bidder whom their financial health as analysed based on the audited/reviewed financial statements Or Company's management accounts is not good.

END OF DOCUMENT E

DOCUMENT F

CONFIDENTIALITY

All information related to this bid both during and after completion is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from the service which is either directly or indirectly related to the SABC, written approval to divulge such information will have to be obtained from SABC.

The bidders must ensure that confidential information is: maintained confidential; not disclosed to or used by any unauthorised person; so as to prevent any disclosure or unauthorised use with at least the standard of care that bidders maintain to protect their own confidential information; only used for the purpose of considering and responding to this RFP; and not reproduced in any form except as required for the purpose of considering and responding to this bid. Bidders must ensure that: access to confidential information is only given to those of its partners, officers, employees and advisers who require access for the purpose of considering and responding to this RFP; and those partners, officers, employee and advisers are informed of the confidential information section and keep that information confidential. This bid remains at all times the property of the SABC. No rights other than as provided in this bid and in respect of the confidential information are granted or conveyed to bidder/s

NAME OF BIDDER:_____

PHYSICAL ADDRESS: _____

_____

Bidder's contact person:

Name : _____

Telephone : _____

Mobile : _____

Fax.: _____

E-mail address : _____

END OF DOCUMENT F

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the **80/20** system for requirements with a Rand value above R30 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R30 000 (all applicable taxes included) and therefore the……**…80/20**……system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	**PRICE**	80
1.3.1.2	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	20
	Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The SABC reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the SABC.

2.0 DEFINITIONS

2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** 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;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with annual total revenue of R10 million or less as per the Amended Codes of Good Practice (COGP).

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

2.14 "**rand value**" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 "**total revenue**" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.17 "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 "**trustee**" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3.0 ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4.0 AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

5.0 Points awarded for B-BBEE Status Level of Contribution

15.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.0 BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7.0 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:…… = ……(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE affidavit or certificate issued by a Verification Agency accredited by SANAS.

8.0 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?
....……%

(ii) the name of the sub-contractor?
……..

(iii) the B-BBEE status level of the sub-contractor?
……..

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9.0 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: ……

9.2 VAT registration number: ……

9.3 Company registration number ……

9.4 Type Of Company/ Firm

- □ Partnership/Joint Venture / Consortium
- □ One person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities

…… ..... ……..……..

.....……..

.....

.....
.....

9.6 Company Classification

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? ……

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the SABC that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the SABC may, in addition to any other remedy it may have;

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ……

……

BIDDER(S)

SIGNATURE(S) OF

2. ……

DATE: ……

ADDRESS:

……

……

……

……

……

……

END OF DOCUMENT G

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1.0 This Standard Bidding Document must form part of all bids invited.

2.0 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.

3.0 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.

4.0 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 *audi alteram partem* 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)? **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**

END OF DOCUMENT H

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1.0 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2.0 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.

3.0 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.

4.0 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.

5.0 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 SABCs 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:

_____

(**RFP/RIS/2018/10** : Security Services for SABC Mpumalanga

in response to the invitation for the bid made by:

_____

(South African Broadcasting Corporation SOC Limited "SABC")

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 consortium[3] 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 DOCUMENT I

DOCUMENT J

ACCEPTANCE OF CONDITIONS OF BID

By signing the BID document, the Bidder is deemed to acknowledge and accept that all the conditions governing this BID, including those contained in any printed form stated to form part thereof and SABC Limited will recognize no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating bided prices or otherwise**.**

SIGNED at _____ this _____

day of _____2018.

NAME OF
COMPANY_____

NAME OF THE SIGNATORY (IES)

_____

CAPACITY:_____

Are you authorised to sign on behalf of the company (YES/NO)_____

_____

WITNESSES:

1. _____

2. _____

_____

BIDDER

END OF DOCUMENT J

ANNEXURE A: COSTING MODEL – TO BE COMPLETED BY ALL BIDDERS

DAY SHIFT			NIGHT SHIFT		
GRADE	**MONTHLY RATE/ PER UNARMED GUARD**	**MONTHLY RATE/ PER ARMED GUARD**	**GRADE**	**MONTHLY RATE/PER UNARMED GUARD**	**MONTHLY RATE/PER ARMED GUARD**
B			**B**		
C			**C**		

Other Costs (Monthly Rate)											
9MM PISTOL	**SHOTGUN**	**2 WAY RADIO**	**BASE RADIO STATION**	**BATON**	**SET OF HANDCUFFS**	**NKP Training**	**NKP Allowance**	**Portable Toilet**	**Movable Guard House**	**Active Patrol System**	**Other**

- **ONLY UNIT PRICES MUST BE QUOTED.**
- **PRICES QUOTED MUST BE EXCLUSIVE OF VAT.**
- **ONLY PSIRA RATES WILL BE CONSIDERED**

END OF THE REQUEST FOR PROPOSAL DOCUMENT