



## SOUTH AFRICAN BROADCASTING SABC SOC LIMITED

("the SABC")

REQUEST FOR PROPOSAL/BID (RFP) NUMBER: RFP/LOG/2019/48

RFP TITLE: PROVISION OF CLEANING SERVICES FOR SABC KWA-ZULU NATAL PROVINCIAL OFFICES FOR A PERIOD OF THREE (3) YEARS

## **EXPECTED TIMEFRAME**

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	06 September 2019
Bid Available Date From	06 September 2019
Compulsory Briefing Session Date & Time	20 September 2019 @ 10h00 am
Venue for <b>Compulsory</b> Briefing Session	M1 Studio, SABC KZN Offices, 100 KE Masinga Road, Durban 4001
Bid Closing Date & Time	11 October 2019 @ 12h00 PM
Contact details	tenderqueries@sabc.co.za

Non-attendance to the compulsory briefing session will lead to automatic disqualification.

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

## **BIDS DELIVERY**

Bids must be lodged in the: Tender Box situated in the foyer SABC KZN Offices 100 KE Masinga Road Durban 4001

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



## 1. FIRST PHASE - PRE-QUALIFICATION 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 dis-qualified and will not be considered for further evaluation.

	MANDATOY REQUIREMENT	COMPLY/ NOT
		COMPLY
1.	Submit proof of Central Supplier Database (CSD) registration (Bidder must be registered with CSD in order to do business with the SABC)	
2.	Provide proof of Bidders Operational Premises (Physical) Address in Kwa-Zulu Natal Province. Bidders' operational offices that will be accepted for site inspection evaluation must be within 100 KM radius from SABC offices in KZN.	
3.	Provide a valid reference letter indicating proof of current (ongoing office cleaning service contract) client Premises (Physical) Address in Kwa-Zulu Natal Province. Bidders' current client site that will be accepted for site inspection evaluation must be within 100 KM radius from SABC offices in KZN. Refer to Document E page 32 regarding what constitutes a valid reference letter.  Bidders will be informed a week before site inspection takes place.	

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



#### 2. REQUIRED DOCUMENTS

- 2.1 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).
- 2.2 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters
- 2.3 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 2.4 All EME's and 51% black Owned QSE's are only required to obtain a **sworn affidavit** on an annual basis, confirming the following;
  - 2.4.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSF
  - 2.4.2 Level of Black Ownership

#### Note 1:

Verification Agencies and Auditors who are accredited by the IRBA (Independent Regulatory Board for Auditors) are no longer the 'approved regulatory bodies' for B-BBEE verification and therefore IRBA auditors are not allowed to issue B-BBEE certificates after 30 September 2016.

## Note 2:

Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE act as amended.

- 2.5 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 2.6 Certified copy of Shareholders' certificates.
- 2.7 Certified copy of ID documents of the Directors or Members.
- 2.8 Last three years audited/reviewed financial statements OR the Companies Management Accounts.
- 2.9 Proof of Public Indemnity Cover for minimum of R1 million
- 2.10 Valid Letter of Good standing from Compensational Commissioner
- 2.11 Provide certified Valid Copy of Certificate of membership of the Bargaining Council-Contract Cleaning Industry (BCCCI).
  - NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHOM THEIR TAX MATTERS ARE NOT IN ORDER.
    - NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHOM THEIR TV LICENCE STATEMENT ACCOUNT IS NOT UP TO DATE



**DOCUMENT A: CONDITIONS TO BE OBSERVED WHEN BIDDING** 

**DOCUMENT B: GENERAL CONDITIONS OF THE BID/PROPOSAL** 

**DOCUMENT C: QUESTIONNAIRE** 

**DOCUMENT D:** DECLARATION OF INTEREST

**DOCUMENT E: FUNCTIONALITY REQUIREMENTS** 

**DOCUMENT F: CONFIDENTIALITY** 

DOCUMENT G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL

PROCUREMENT REGULATIONS 2011- SBD 6.1

**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.



#### 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:

## **SABC Bid Office**

E-mail: tenderqueries@sabc.co.za

## 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 cleaning services will be at SABC Offices in Durban in the KZN province 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?	

\*

## 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.

	Full Name of bidder or his or her representative:
	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder²):
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.
- <sup>2</sup>"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 the in state institution:.... Any other particulars: .....

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

(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:	
2.8	Did you or your spouse, or any of the company's directors / YES / NO	
	trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have	YES / NO
	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?	
2.9.1	If so, furnish particulars.	
2.10	Are your or any person connected with the hidder	YES/NO
۷. ۱۷	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state	i E3/NO



who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.				
of the compa	y of the directors / trusten ny have any interest in a of they are bidding for thi	ny other related compai		
2.11.1 If so, furnish	particulars:			
3.0 Full details of directors / trustees / members / shareholders.			ers.	
Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pers. Number	



## 4.0 DECLARATION

I, THE UNDERSIGNED (NAME)	
CERTIFY THAT THE INFORMATION FUI ABOVE IS CORRECT. I ACCEPT THAT THE ACT AGAINST ME IN TERMS OF PA CONDITIONS OF CONTRACT SHOULD FALSE.	HE STATE MAY REJECT THE BID OR ARAGRAPH 23 OF THE GENERAL
Signature	 Date
Position	Name of bidder

**END OF DOCUMENT D** 

## **DOCUMENT E**

#### **TECHNICAL SPECIFICATION**

#### 1. PURPOSE AND BACKGROUND

The South African Broadcasting Corporation Limited (SABC) requires an office cleaning service provider to render cleaning services in its KZN (Durban) Provincial Offices. Potential service providers are therefore invited to participate in this Request for Proposal (RFP).

## 2. SCOPE OF SERVICES

The rendering of office cleaning services will take place at SABC KZN Provincial Offices in Durban and the following areas will form part of the scope of services.

The total floor space area comprises of 10 681.40 square metres of office space and consist of/is as follows:

Mini kitchens	42.7 m <sup>2</sup>
Main kitchens and canteen	292 m²
Bathrooms	490 m²
22 Studios	2 184 m²
Office space, passages, main building	2 419.3 m <sup>2</sup>
Ground floor &Foyer area	2 156 m <sup>2</sup>
RBR Office block	1 213.4 m²
TVOB Block	1 590 m <sup>2</sup>
House including transport office	204 m²
Security hut and back building	90 m²
TOTAL	10 681.4 m²

The number of bathrooms is 33 and consists of 24 urinals, 4 x urinal troughs, 55 basins and 40 toilets.

#### 2.1 CLEANING REQUIREMENTS

- ➤ Paved areas, entrances, reception area, Boardrooms, Conference room, studios, public areas, lift foyer, stairs, stairwells/cases, passages, Mini kitchens, Main kitchen, Canteen, seating areas, workshops and Plant rooms.
- ➤ Offices and related areas, archives, studio & security control rooms, dubbing studios, audio studios, TV studios, Computer room, News editing rooms and Radio Broadcast Resources (RBR) main control.
- Bathrooms and shower
- Dusting
- Waste Disposal
- ➤ Lifts
- Roof of the buildings
- > Deep cleaning services
- Open/Covered Parking areas
- > TVOB garage
- Compacting / Refuse areas
- > Fleet vehicle wash bay
- Vertical and Venetian Blinds
- Pipes (Water down pipes)
- Windows (Inside and outside)
- > Balconies and ledges
- Vinyl tile floors strip & seal (twice a year)
- Laminated floors

## 2.2 DAILY CLEANING WILL INCLUDE BUT NOT LIMITED TO:

- Office dustbins/waste paper baskets must be cleaned and emptied
- Furniture must be dusted and polished
- Carpets in busy areas must be deep cleaned with industrial vacuum cleaners every six (months) to be done after normal working hours.
- Any other floor covering in busy areas must be maintained as prescribed by the manufacturers
- Walls/doors must be dusted.
- Paintwork must be dusted.
- Glass and metal works must be dusted
- Interior Glass panels must be cleaned
- Window sills and skirting boards must be dusted
- Refuse/rubbish must be removed.
- Fire-fighting equipment must be dusted
- ➤ The washing of crockery after functions, meetings (e.g. cups, mugs, dishes, spoons, etc. i.e. Boardrooms)
- Mopping bathroom floors
- Smoking area
- Clean, sanitize toilets, urinal walls and toilet bowls
- Clean basins and mirrors
- Check and replenish toilet rolls
- All balconies and ledges must be cleaned
- > Daily cleaning of mini kitchens
- The bidder must also supply polish, disinfectant and cleaning materials.
- In addition, where available, the filling up of water bottles on office desks.

#### 2.3 WEEKLY CLEANING

- Telephones must be wiped with a damp cloth
- Furniture must be polished and shone. This also applies to all steel, vinyl glass and other surfaces.
- ➤ All the surfaces not given in 2.1 must be dusted/wiped/cleaned
- Vacuum of caperts in offices and corridors
- Firefighting equipment must be wiped with a damp cloth
- All items not reflected on daily cleaning above must be dusted/wiped/cleaned

#### 2.4 MONTHLY CLEANING

- Upholstered furniture/surfaces must be vacuumed with industrial vacuum cleaners
- Deep cleaning of bathrooms
- Pest control must be conducted on a monthly in terms of baiting for cockroaches
- Picture frames must be dusted carefully
- Blinds and Curtains must be vacuumed
- Windows (inside and outside) and window frames must be washed/cleaned
- Ventilation ducts/air-ducts in the ceilings must be cleaned
- The Archives must be swept and dusted as and when, probably every fortnight at the most
- All balconies / ledges to be cleaned when the windows are washed and all the bird droppings removed as often as necessary to prevent the accumulation of droppings on the balconies/ledges.
- Plant rooms to be dusted, swept and equipment wiped down

## 2.5 QUARTERLY CLEANING

- > The facilities that comprises of 10 681.4 m<sup>2</sup> to be fumigated quarterly.
- Pest control must be conducted on a quarterly basis.

## 2.6. BATHROOMS AND SHOWER

## Daily Cleaning

- Floors must be washed disinfected
- Toilet bowls, urinals, wash basins, urinal walls and floors have to be washed and disinfected
- Toilet walls must be washed/disinfected
- > Taps, all other chrome items and mirrors must be shone
- Dustbins must be emptied out and cleaned/disinfected
- ➤ Toilet paper, paper towels and hand soap holders must be checked and supplies replenished if necessary.
- ➤ The successful service provider supplies these items (toilet paper, disinfectant or cleaning materials and other chemicals)

The measurements provided are close approximates and not exact measurements:-

TYPE OF FLOOR COVERING	DURBAN
Laminated floor – Transport office	24 m²
Ceramic Tile floor 26	
Number of toilets (40 toilets)	
Carpet floor	7 543.4 m²

TOTAL AREA 10 681.4 m<sup>2</sup>

#### 2.7 DAILY CLEANING OF LIFTS

- Lift door tracks must be cleaned
- > The inside of the lift must be cleaned, the mirrors shone, the walls cleaned,
- > The control panel polished and the numbers cleaned
- > Lift floor must be cleaned and polished where necessary
- Cleaning of lifts surrounds in lift foyers

## 2.8 BALCONIES/LEDGES

- > All balconies must be cleaned when the windows are washed.
- All bird droppings removed as often as necessary to prevent an accumulation

#### 2.9 WINDOWS

The windows of the entire building in Durban totals 1 642.2 m<sup>2</sup> inside and 1 642.2 m<sup>2</sup> outside.

The cleaning company must adhere and comply with SABC OHS policies and procedures. The SABC requires the use of a Fall Arrest system for the two (2) technicians and one (1) Supervisor responsible for cleaning the inaccessible windows in Durban.

The measurements provided are close approximates and not exact measurements

- All the windows in the building must be kept clean
- Windows must be washed on the inside and outside monthly.

## 3. STAFF COMPLIMENT

Total number of cleaners is ten (10) plus one (1) supervisor.

## 3.1 WEEKDAYS REQUIREMENTS

Premises	Total Numbers Of Staff	Daily Requirements
		Shift 1:
SABC Durban Offices Total Area 10 681.4)	10 x Cleaners + 1 Supervisor	Monday-Friday (06H00-15h00) 8 x Cleaners
Total Area 10 001.4)	Supervisor	Shift 2:
		Monday-Friday (07h30-16h30) 2 x Cleaner

## 3.2. WEEKENDS/SATURDAY

Premises	Total Numbers Of Staff	Saturday Requirements
SABC Durban Offices: Foyer, First Floor, Live Studios, M1 + M2 studios, TVOB Studio, Ablution facilities for the above areas.	2 X Cleaners	Shift 3: Saturdays (07h00 – 12h00) 2 X Cleaners (To be rotated from the 10 cleaners)

#### 4. CONSUMABLES AND CLEANING EQUIPMENT

The service provider shall supply all cleaning consumables and equipment required to render the daily cleaning services. The service provider shall be responsible for the maintenance of the equipment. The service provider shall ensure that defective equipment will either be replaced or repaired within 24 hours from the time that such defective equipment is reported by the service Providers staff. Only quality cleaning equipment and materials shall be used.

## 4.1 CLEANING EQUIPMENT

PRICING PER EQUIPMENT DESCRIPTION	TOTAL
	QTY
Low noise industrial Vacuum cleaners for carpet floors ( duration of the contract)	4
Standard Brooms ( duration of the contract)	5
Hand brooms with Dust pan ( duration of the contract)	5
Sweep/flat mops ( duration of the contract)	2
Long feather duster (duration of the contract)	5
Short feather duster ( duration of the contract)	5
Wet & dry vacuum cleaners (80L) (duration of the contract)	1
Scrubbing machine 1500w with Buffing accessories( duration of the contract)	1

Pressure cleaner 150 bar with hoses + Nozzles (duration of the	1
contract)	
Other Equipment:	
Step Ladders 8ft ( duration of the contract)	1
Step Ladders 2.4m (duration of the contract)	1
Fall arrest belting (duration of the contract)	2
Spray bottle ( duration of the contract)	10
Double buckets –(passages and toilets) (contract duration period) Floor Blue x 5	5
Double buckets –(passages and toilets) (contract duration period) Toilets Red x 5	5
3-Piece wet floor sign ( Duration of the contract )	4
Toilet brushes & holder( Duration of the contract)	40
Fragrances holder (duration of the contract)	35
Soap holder (duration of the contract)	35
Hand Paper towel holder (duration of the contract)	35
Toilet paper roll holder (per contract period)	40
Care toilet seat holder (per contract period)	23
SHE BIN (per contract period)	23
Wall mounted hand BIN ( duration of the contract)	35

## 4.2 CONSUMABLES

Bidders to provide the following as minimum required for the cleaning.

CONSUMABLES DESCRIPTION	TOTAL
	QTY
Metal cleaner 500ml half yearly (6 months)	5
Scourer pads colour green (every second month)	10
Toilet disinfectant 10L per month	1
Dish washing liquid 20L per month	1
Multi-purpose cleaner 25L (per month)	1
Multi-purpose bleach 10L (per month)	1
Furnisher Spray 12 (400ml) per month)	12
Micro-fibre cloth (4-Color coded) per cleaner (per quarter)	10
Chamois Cloth Drying Towel per cleaner ( per quarter)	10
One ply good quality toilet paper (48 rolls per bale) (per month)	25 bales
Toilet bowl cleaner 10L (per month)	1

Urinal mat (unti-splash) (per month)	24
Heavy duty PVC gloves (half year (6 months) (Pairs)	10
Window Cleaning squeegees (per cleaner, half yearly (6	10
months)	
Window Cleaning liquid 5L (per month)	1
Mops (Color coded) Blue (Passages) ( per cleaner, per	10
quarter)	
Mops (Color coded) Green (Kitchen) (per cleaner,per quarter)	10
Mops (Color coded) Red (Toilets) (per cleaner, per quarter)	10
Dust masks SABS approved (1 x pack that consists of 20	20
mask half yearly (6 months)	
Heavy Refuse bags 60L BIN (5 x packs consisting of 20 bags	100
per month)	
Aerosol Fragrance 75 ml (1 x per bathroom, per month)	33
Wipe care toilet seat perforated 25 packs per month)	25
SHE bin liners (per month)	24
Hand soap (35 sachets per month)	35
Hand towel paper rolls (7 x packs consisting of 6 rolls per	7
month)	
SHE tablets (per month)	24
Office bin liners – Clear plastic bags / paper bag for	150
environment ( Per Month)	

## 5. UNIFORM PROTECTIVE CLOTHING

The successful bidder must ensure that at commencement of the contract, all cleaning staff are deployed in presentable full uniform and protective clothing.

- All staff to be in protective clothing during working hours
- All protective clothing to have company logo or name
- Safety clothes (PPE) should comprise of the following minimum requirement annually:

#### 6. ADDITIONAL REQUIREMENTS WHICH WILL FORM PART OF THE CONTRACT

## 6.1 Subcontracting

Should the bidder indicate a need to subcontract, the following conditions will apply. The SABC reserves the right to do due diligence on the subcontractor.

## 6.2 Special ad hoc duties

The bidder shall, as part of its duties contained in the contract perform additional duties such as cleaning any venue within the premises of SABC after big functions.

## 6.3 Supervision

The bidder shall do all inspections; ad hoc inspections by senior staff shall be expected.

## 6.4 Number of employees

The bidder shall stipulate in the bid how many of its employees shall be on site at any given time whenever obligations in terms of the contract with the SABC are fulfilled.

## 6.5 Statutory Wage Increases

The annual wage increase must be in line with the Sectoral Determination for cleaners as per the Department of Labour.

## 6.6 Insurance

The bidder shall take out an insurance policy in order to indemnify the SABC against any claims instituted in respect of death, injuries and/or losses suffered by any third party as a result of activities conducted during exercising of duties set out in the contract between the SABC and the bidder.

#### 6.7 Cost of Consumables

The SABC shall provide water and electricity, but the cost of the chemicals, detergents and disinfectants shall be for the account of the bidder.

#### 6.8 Equipment

The bidder shall provide and maintain its industrial cleaning equipment throughout the duration of the contract.

#### 6.9 Storage of Equipment

The SABC shall provide storage for the bidder's equipment, however the storage shall be at the bidders own risk. Loss in respect of equipment shall not constitute an acceptable reason for the bidder not to comply with the conditions and obligations of its contract with the SABC.

## 6.10 Access to Building for Cleaning

The bidder shall have access to the buildings to be cleaned in terms of its contract during normal office hours and for workers after normal office hours as prescribed by the SABC's security policies and regulations governing National key points institutions.

## 7. CONTRACT PERIOD

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

## 8. COSTING MODEL TO BE USED

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

## 9. EVALUATION CRITERIA

Bidders should note that only bidders who attended the compulsory briefing session and met the 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 bid responses will be evaluated on 80/20 point system (refer document G) and the functionality will be evaluated based on the criteria below:

#### **SECOND PHASE: PAPER BASED EVALUATION CRITERIA**

Evaluation area	Evaluation Criteria	MAX Points
	Company's minimum experience of 3 years in office cleaning services.  Bidders must provide valid reference letters which MUST meet the following:  > on a client's business letterhead > contract duration > duly signed by authorised person	Points
Company Track record and contactable references	Company's Experience in Office Cleaning services  Number of years in service  • greater than 5 years =(15 points)  • 3 - 5 years =(12 points)  • less than 3 years =(0 points)  Number of Valid Reference Letters  • greater than 3 valid references letters = (15 points)  • 2 - 3 valid reference letters =(12 points)  • 1 valid reference letter = (10 points)  • less than 1 valid reference letters =(0 points)	30
Operations Managers experience	Provide a comprehensive CV of Operations manager in the current employ of the responding bidder with minimum of three (3) years' experience in managing similar contracts.  The CV must have contactable references.  • greater than 5 years' experience = (15 points)  • 3 – 5 years' experience = (12 points)  • less than 3 years' experience = ( 0 points)	15
Supervisors experience	Please provide a comprehensive CV of supervisor in the current employ of the responding bidder with minimum of one (1) year experience as a supervisor in similar contracts.  • greater than 3 years' experience = (15 points)  • 1 – 3 years' experience = (10 points)  • less than 1 years' experience = (0 points)	15
Total		60

## Functionality Threshold for paper based evaluation:

Bidders who obtain less than a minimum threshold of **44** points out of a maximum of **60** points will be disqualified from further evaluation and declared non-responsive.

## **THIRD PHASE: SITE INSPECTION EVALUATION CRITERIA**

Each criteria will be evaluated and allocated points, and where applicable the points will be on a rating scale as per the below:

Scale 1 - Dissatisfactory/ Not Compliant

Scale 2 - Satisfactory/ Partly compliant

Scale 3 - Very Satisfactory/ Fully Compliant

Evaluation area	Evaluation Criteria	MAX Points
Bidder's Operational offices and capacity	<ul> <li>Fully Operational offices consisting of administrative staff and Office Equipment (computer/s, Telephone, Printer/s) = (10 Points)</li> <li>NEW contingency uniform stock (PPE)- (if not kept at bidders premises this will be inspected at current client site)</li> <li>minimum of two full 2 sets of uniform with Company Logo = (5 points)</li> <li>Pair of Safety Boots/Shoes = (5 points)</li> <li>Pair of Safety Gloves = (5 points)</li> <li>Storage of Cleaning chemicals with their material data sheets in compliance with health and safety standards (if not kept at bidders premises this will be inspected at current client site)</li> <li>Scale 1 - Not Compliant = (0 points)</li> <li>Scale 2 - Partly Compliant = (12 points)</li> <li>Scale 3 - Fully Compliant = (15 points)</li> </ul>	40
Bidder's Current Client Site office	Cleaning staff (in full uniform) compliment relative to the size of the site  Scale 1 – Not Compliant =( 0 points) Scale 2 - Partly Compliant =( 10 points) Scale 3 - Fully compliant =( 10 points)  Visibility of staff in full uniform with Company Logo and Safety Boots/shoes at the site  Scale 1 – Not Compliant =( 0 points) Scale 2 – Partly Compliant =( 7 points) Scale 3 - Fully Compliant =( 10 points)  General cleanliness of the site : Offices, Corridors, windows, bathrooms  Scale 1 - Not Compliant =( 0 points) Scale 2 – Partly Compliant =( 7 points) Scale 3 - Full Compliant =( 7 points)	30

Total		70
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#### Functionality Threshold for Site Inspection

Bidders who obtain less than a minimum threshold of **58** points out of a maximum of **70** points will be disqualified from further evaluation and declared non-responsive.

#### 10. 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 will conduct cleaning staff security clearance with South African Police Services for illicit activities and any negative findings will result in not being allowed to work on site.
- 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.

## **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**

## **DOCUMENT G**

**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:

1.3.1.1	PRICE	<b>POINTS</b> 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;
- "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

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

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-CONTI	RACTING
---------------	---------

8.1		Will any portio ot applicable)		ct be sub-contra	acted? YES	S / NO (delete which is
8.1.1	(i)	f yes, indicate what percer	ntage of the cor	ntract will be su	bcontracted?	
	(ii) 		name	of	the	sub-contractor?
	(iii) 	the B-BBEE	status level of	the sub-contra	ctor?	
		whether the licable)	sub-contractor	is an EME?	YES / NO	(delete which is not
9.0	[	DECLARATIO	ON WITH REG	ARD TO COMP	PANY/FIRM	
9.1	١	Name		of		company/firm:
9.2		/AT				number
9.3		Company		registrati	on	number
9.4	٦	Гуре Of Comp	oany/ Firm			
			on business/so poration ted	e / Consortium le propriety		
9.5		Describe Princ	cipal 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: The preference points claimed are in accordance with the General (ii) 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 audi alteram partem (hear the other side) rule

has been applied; and

(e)

	WITNESSES:		
1.			
BIDDEF	R(S)	SIGNATURE(S)	OF
2.			
DATE:			
ADDRE	SS:		

# **END OF DOCUMENT G**

#### **DOCUMENT H**

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;
  - committed fraud or any other improper conduct in relation to such system;
  - 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?	Yes	No 🗌
	(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( <u>www.treasury.gov.za</u> ) and can be accessed by		
	clicking on its link at the bottom of the home page.		
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 ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) 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 (including a court outside of the Republic of South Africa) for fraction 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 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:			
CER	TIFICA	ATION			
CER	TIFY T	DERSIGNED (FULL NAME) THAT THE INFORMATION FURNISHED ON THIS DECLAR IND CORRECT.	ATION	 N FORM	Λ
	BE 1	THAT, IN ADDITION TO CANCELLATION OF A CONTRATION OF A CONTRATION PITCHER AND ADDITION PITCHE			
	nature	Date			
Pos	ition	Name of Bidder			

**END OF DOCUMENT H** 

#### **DOCUMENT I**

SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1.0 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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/LOG/2019/48: Cleaning Services for SABC Kwa-Zulu Natal Provincial Offices
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<sup>3</sup> 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.
- <sup>3</sup> 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 of2019	).
NAME OF COMPANY	
NAME OF THE SIGNATORY (IES)	
Are you authorised to sign on behalf of the	company (YES/NO)
WITNESSES:	
1	
2	

**END OF DOCUMENT J** 

**BIDDER** 

# ANNEXURE A: COSTING MODEL - TO BE COMPLETED BY ALL BIDDERS

# 1. CLEANING CONSUMABLES

PRICING PER CONSUMABLES DESCRIPTION	TL-QTY	TL-QTY PER ANNUM	UNIT PRICE	TOTAL COSTS (PER ANNUM)
Metal cleaner 500ml half yearly (6 months)	5	10		
Scourer pads colour green (every second month)	10	60		
Toilet disinfectant 10L (per month)	1	12		
Dish washing liquid 20L (per month)	1	12		
Multi-purpose cleaner 25L (per month)	1	12		
Multi-purpose bleach 10L (per month)	1	12		
Furnisher Spray 12 (400ml) (per month)	12	144		
Micro-fibre cloth (4-Color coded) per cleaner, (per quarter)	10	40		
Chamois Cloth Drying Towel per cleaner, ( per quarter)	10	40		
One ply good quality toilet paper (48 rolls per bale) (per month)	25 bales	300 bales		
Toilet bowl cleaner 10L (per month)	1	12		
Urinal mat (unti-splash) (per month)	24	288		
Heavy duty PVC gloves per cleaner, half yearly (6 months) ( Pairs)	10	20		
Window Cleaning squeegees per cleaner, half yearly (6 months)	10	20		
Window Cleaning liquid 5L (per month)	1	12		
Mops (Color coded) Blue (Passages) per cleaner, (per quarter)	10	40		
Mops (Color coded) Green (Kitchen) per cleaner, (per quarter)	10	40		
Mops (Color coded) Red (Toilets) per cleaner, (per quarter)	10	40		

Dust masks SABS approved ( 1 pack consisting of 20 mask half yearly (6	20 mask	40 masks	
months)			
Heavy Refuse bags 60L BIN (5 packs consisting of 20 bags ) (per month)	100 bags	1200 bags	
Aerosol Fragrance 75 ml (1 x per bathroom) ( per month)	33	396	
Wipe care toilet seat perforated 25 packs (per month)	25 packs	300 packs	
SHE bin liners (per month)	24	288	
Hand soap (35 sachets per month)	35 sachets	420 sachets	
Hand towel paper rolls (7 packs consisting of 6 rolls ) (per month)	7 packs	84 packs	
SHE tablets (per month)	24	288	
Office bin liners - Clear plastic bags / paper bag for environment ( Per	150	1800	
Month)			
Add other costs provisions:			
Annual Escalation Rate @ ( %)			
Provision for Profit @ ( %)			
Total Cost of Consumables & Provision for Profit Excl. VAT			
Value Added Tax@15%			
Total cost of Consumables & Provision for Profit Incl. VAT			

# 2. CLEANING EQUIPMENTS

PRICING PER EQUIPMENT DESCRIPTION	TL-QTY	RENTAL PRICE EACH MONTH	TOTAL COSTS PER ANNUM
Low noise industrial Vacuum cleaners for carpet floors (duration of the contract)	4		
Standard Brooms ( duration of the contract)	5		
Hand brooms with Dust pan ( duration of the contract)	5		
Sweep/flat mops ( duration of the contract)	2		
Long feather duster (duration of the contract)	5		
Short feather duster ( duration of the contract)	5		
Wet & dry vacuum cleaners (80L) (duration of the contract)	1		
Scrubbing machine 1500w with Buffing accessories( duration of the contract)	1		
Pressure cleaner 150 bar with hoses + Nozzles ( duration of the contract)	1		
Step Ladders 8ft ( duration of the contract)	1		
Step Ladders 2.4m ( duration of the contract)	1		
Fall arrest belting (duration of the contract)	2		
Spray bottle ( duration of the contract)	10		
Double buckets –(passages and toilets) Floor Blue x 5 (duration of the contract)	5		
Double buckets –(passages and toilets) Toilets Red x 5 (duration of the contract)	5		
3-Piece wet floor sign ( duration of the contract )	4		
Toilet brushes & holder( duration of the contract)	40		
Fragrances holder (duration of the contract)	35		
Soap holder (duration of the contract)	35		

Hand Paper towel holder (duration of the contract)	35	
Toilet paper roll holder (duration of the contract)	40	
Care toilet seat holder (duration of the contract)	23	
SHE BIN (duration of the contract)	23	
Wall mounted hand BIN ( duration of the contract)	35	
Add other costs provisions:		
Annual Escalation Rate @ ( %)		
Provision for Profit @ ( %)		
Total Cost of Cleaning Equipment & Provision for Profit Excl. VAT		
Value Added Tax@15%		
Total cost of Cleaning Equipment & Provision for Profit Incl. VAT		

# 3. CLEANING PERSONNEL

(Total number of cleaners 10, plus 1 Supervisor)

CLEANING PERSONNEL PRICE STRUCTURE	MONTHLY SALARY:	MONTHLY SALARY:	TOTAL
	PER CLEANER	SUPERVISOR	
Rate per hour			
Basic Wage = Rate per hour x 8hrs x 5 days x 4.333 Weeks			
Leave and Sick leave allowance @1%			
Other Allowances (please state)			
Annual Bonus = Rate per hour x 8hrs x 5 days x 4.333 Weeks/12			

Other Benefits	
a). Provident Fund @1,5% of salary p/m	
b). UIF + WCA + RSC + Skills Development levy @1,5% of salary p/m	
c). Uniform allowance for complete PPE (safety	
shoes/masks/overalls/suits/gloves)	
Real Cost per Cleaner per month and Supervisor per month	
Total cost to Company for (10) Cleaners & (1) Supervisor	
Add other costs provisions:	,
Annual Statutory Increases @ ( %)	
Provision for Profit @ ( %)	
Total cost of labour & provision for profit excluding VAT	
Value Added Tax@15%	
Total cost of labour & provision for profit including VAT:	

# 4. TOTAL COST OF CLEANING SERVICES:

TOTAL COSTING MODEL (TABLE 1 + 2 +3)	TOTAL COSTS
CONSUMABLES	
EQUIPMENT	
CLEANING PERSONNEL	
TOTAL COST OF CLEANING SERVICES EXCLUDING VALUE	
ADDED TAX ( YEAR 1)	
Total annual escalation rate (per table 1, 2 & 3) @ ( %) for year 2	
Total annual escalation rate (per table 1, 2 & 3) @ ( %) for year 3	

Total cost of cleaning services excluding Value Added Tax for 3 years	R
Value Added Tax @15%	
Total cost of cleaning services including Value Added Tax for 3	R
years:	

• PRICES QUOTED MUST BE EXCLUSIVE OF VAT.

**END OF THE REQUEST FOR PROPOSAL DOCUMENT**