



SCM Division
Radio Park, Henley Road
Auckland Park 2092
Johannesburg
Private Bag X1
Auckland Park 2006
Tel. +27 11 714-3059
Fax + 11 714-4000
URL www.sabc.co.za
E-mail: MasenganaT@sabc.co.za

Addendum: closing date is extended until 02 June 2023 due to National Treasury system problem

RFQ	RFQ/RBF/2023/45
RFQ ISSUE DATE	04 MAY 2023
COMPULSORY SITE VISIT	17 MAY 2023 @12:00 SABC BLOEMFONTEIN (FREE STATE) OFFICE CORNER OF KELLNER & MARKGRAAFF ST, CITY CENTRE, 9301
RFQ DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR ESTABLISHMENT OF A DATA SERVER ROOM (BUILDING CONTRACTOR) IN BLOEMFONTEIN
CLOSING DATE & TIME	02 JUNE 2023 @12:00

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

The tenderer shall have a **CIDB Grading of minimum 3GB**. Tenderer shall provide a valid and active certificate at the time of closing and at the time of award.

For queries, please contact: **Masengana Tiny** via email: Tenderqueries@sabc.co.za

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

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO. : _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

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

NB: BIDDERS SHOULD ENSURE THAT LINKS FOR WE-TRANSFER OR GOOGLE DROP BOX EXPIRE 30 DAYS AFTER SUBMISSIONS INSTEAD OF SEVEN DAYS

NOTES ON COMPULSORY SITE VISIT

1. Any bidder interested in attending the compulsory site inspections, which are set for **Wednesday, May 17, 2023**, at the **SABC Bloemfontein** - (Reception Area), may do so at **12H00**.
2. Report to Reception 15 Minutes before in order to make arrangements with the Protection Service to gain access to the Facility.
3. Personnel representing the bidders are advised to wear Personal Protective Equipment (safety shoes) and please bring along your Id or Driver's license to gain access to the **SABC Bloemfontein** Facility and all bidders will be required to complete and sign the attendance register on the day of the compulsory site visit.

FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENTS

All bid respondents must submit mandatory documents that comply with all mandatory requirements. Bids that do not fully comply with the mandatory requirements will be disqualified and will not be considered for further evaluation.

MANDATORY REQUIREMENT		COMPLY/ COMPLY	NOT COMPLY
1.	Active registration and valid minimum grading with the Construction Industry Development Board (CIDB) of 3GB (valid proof to be submitted).		
2.	Electrician wireman's license for electrical installation (valid proof to be submitted).		
3.	SAQCC Fire registration for fire suppression installations (valid proof to be submitted).		
4.	PSIRA registration for CCTV and access control installation (valid proof to be submitted).		
5.	HVAC need to be registered with SARACCA and SAQCC (valid proof to be submitted).		

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

REQUIRED DOCUMENTS

- 1.1 Submit proof CSD registration
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(Verification will also be done by the SABC internally).
- 1.3 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters
- 1.4 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.5 Certified copy of Shareholders' certificates.
- 1.6 Certified copy of ID documents of the Directors or Members.

NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO'S TAX MATTERS ARE NOT IN ORDER.

NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO'S TV LICENCE STATEMENT ACCOUNT IS NOT VALID.

DETAILED TECHNICAL SPECIFICATION

1. BACKGROUND

The SABC – Bloemfontein Regional office has a need to establish a Data Centre within its office and thereby seeks to employ the services of a building contractor with a CIDB grading of 3GB to conduct the building works required to set up this Data Centre on the Lower ground level of the Bloemfontein Office. The Data Centre will require in addition to the buildings works, the installation of an HVAC System for the cooling of the facility, the electrical installation, Fire Suppression as well as CCTV and Access Control for the facility.

It is required that the main contractor for building works and subcontracts the services of a competent service provider registered with SAQCC Fire for the Fire Suppression works, an Electrician registered with the Department of labour for the Electrical works, a HVAC installer registered with SARRACA for the HVAC works and a PSIRA registered installer for the installation of the CCTV and Access Control works.

2. BIDDERS

The Bidders shall acquaint themselves fully with the terms of the specification, and ascertain that she/he is in full possession of all pages and drawings as per annexure C. Should any doubt arise regarding the interpretation of the specifications or drawings, or should any ambiguities or discrepancies appear therein, the Tenderer shall refer to the SABC for clarification.

The Bidder shall inspect all specifications and drawings, including architectural and services design drawings, pertaining to the Works, and shall make the necessary allowance in her/his tender price for any extras and omissions, which might occur as a result of the final detailed coordinated shop drawings.

Where additional work arises through imperfect comprehension and neglect to refer the matter to the Principal Agent no extra will be certified for payment.

3. QUALIFYING CONDITIONS BY BIDDERS

Where completed tender forms are accompanied by letters or printed covers having printed standard conditions of tender, these conditions, when at variance with the conditions of this specification will be disregarded unless it is specifically mentioned in a covering letter of which these printed clauses shall take precedence.

4. CONTINGENCIES

Where an amount for contingencies is included in the Tender Form, expenditure out of this sum shall only be made with the authority of the SABC / Principal Agent. The contingency sum, whether in part or in whole, shall be deducted from the final account, wherein all variations shall be fully detailed.

5. PROVISIONAL SUMS ("P.S. ITEMS")

Where a provisional sum is shown in the Tender Form or referred to in the specifications, this shall be expended or used at the discretion of the Principal Agent. The Contractor shall make all payments against provisional sums, and shall include in her/his tendered price for all costs incurred and profit required for handling, installation and assuming responsibility.

Tenderers shall allow in their tendered price for taking delivery of all P.S. items, and assuming all responsibilities and providing all attention as detailed in the preceding clause on Prime Cost Items (P.C.'s).

6. PRIME COST ITEMS ("P.C. ITEMS")

Where P.C. items are shown in the Tender Form or referred to in the specification, they shall be purchased by the contractor on instructions from the Principal Agent /SABC. Full documentation pertaining to the purchase i.e. order and invoice, shall be made available to the Principal Agent /SABC. All discounts to the contractor, other than settlement discounts, shall be passed onto the SABC. Any additional profit or other charges required by the contractor in respect of P.C. items will be deemed to have been included in the nett tender price.

On receiving instructions to purchase P.C. items, the contractor shall satisfy herself/himself before placing the order, that quantities and details are correct, and that such items present no difficulties from the point of view of installation or putting into operation. If the items are considered to be defective or unsatisfactory in any way, the matter shall be referred to the Principal Agent /SABC before the order is placed or installation commenced.

The contractor shall take delivery of all P.C. items, unpack, check, store, clean, assemble and install as directed. Having taken delivery of P.C. items, and having signed for their receipt in good order, the Contractor will be held responsible for them until installation is completed.

The SABC or its agent shall where necessary call upon suppliers to comply with specifications where they have been issued, and for suppliers to make good any defects and implement any guarantees given.

The contractor shall ensure that P.C. items are in sound working order when the work is handed over.

7. WORKING HOURS

Unless the Works programme requires otherwise, contractors shall work the same hours (07H00 - 17H00) and any deviation from this general rule must be agreed upon and approved by SABC beforehand.

8. AREAS FOR STORAGE

There is no storage area in the building. The Contractor will provide own storage externally and SABC to provide suitable area/location.

9. UTILITIES TO BE PROVIDED BY THE SABC

Potable Water draw-off points required for execution of the Contract Works will be supplied by SABC free of charge.

Single Phase electricity draw-off points required for execution of the Contract Works will be supplied by the SABC free of charge. The Contractor will provide her/his own builder's distribution board with earth leakage and supply cable.

Toilets are for the use of the SABC purposes only. The use of toilets will be allowed if the Contractor ensures that the status of the toilets is not degraded. Otherwise, an area will be designated for temporary toilets to be provided by the Contractor. The tender amount must allow for the use of temporary toilets.

10. WORKMEN AND SUPERVISION ON SITE

The project is of a nature where work will be executed in occupied broadcast areas. The areas are inside SABC facilities where dust and noise are not acceptable. Extra precaution must be taken by the Contractor to minimise noise and dust. This must be included in the quoted price. Full time supervision must control the workmen on site to adhere to these strict requirements.

The Contractor will have full time supervision of a qualified technical person who will supervise the work all the time. The preliminary and general cost will be reflected in the rates quantities.

The Contractor shall be held responsible for the conduct of her/his employees and the conduct of her/his sub-contractor's employees for the full duration of the Contract Works.

All workers on site, including those of any sub-contractors, shall be supervised by a competent foreman experienced in the trades and/or activities comprising the Contract Works which will attend site full time.

The site supervisor shall be appointed in terms of the SABC Health & Safety (H & S) requirements and the supervisor will be responsible for the enforcement of the H&S provisions.

11. OCCUPATIONAL HEALTH AND SAFETY ACT (OHS ACT)

The work will be strictly executed in accordance with OHS ACT requirements, H&S regulations applicable to the Construction Industry and the SABC OHS requirements and specification (See Addendum A to this document).

The contractor will, inter alia be required to:

Appoint an independent Professional Health and Safety Consultant to oversee the SABC OHS matters on the contract.

Provide proof of Letter of Good Standing with the Workman's Compensation requirements. This to be included in the quotation submission.

Provide proof of All Risk insurance as required by the JBCC contract document. Supplementary insurance for surrounding areas to the value of R 2 000 000.00 (Two Million Rand) maximum will be provided by the contractor before signing of the contract.

Submit a safety plan to the SABC in accordance with the SABC safety representative minimum requirements. A safety file will be submitted compiled by the independent safety consultant to be appointed by the contractor. The safety file will be approved by the SABC OHS department prior to handing over of the site.

Appoint a safety officer on site for the monitoring and supervision of safety and health matters on site. A certified First Aider must be represented on site. Sign the SABC OHS Indemnity form and all workers to attend the SABC OHS induction course of 2 (two) hours prior to handing over of site. Obtain Hot Work permit or similar permits from the SABC safety representatives when executing risk work on site.

Proper risk assessments to be executed by the consulting Safety Specialist that must be appointed by the Contractor. The cost thereof to be clearly reflected in the rates column by the bidder. Liaise with the SABC Health and Safety representatives such as welding, plumbing disconnections, etc. are executed. The tender amount must allow for all the H&S requirements to be fulfilled by the contractor.

Where the Contractor does not comply with the SABC OHS standards, the work will be stopped on site at the cost of the defaulting Contractor. All sub-contractors, working on the site will have to comply with the Principal Contractor's OHS standards. It will be the Principal Contractor's responsibility to ensure that sub-contractors comply. Allow for all the cost to comply with the OHS requirements in the tender amount.

12. CONTRACT WORKS AREA

The Contractor shall confine his/her activities to the Contract Works site, his/her camp site and access route to these sites. Furthermore, the location of his/her camp site, including the housing of temporary structures and materials and equipment storage area, must be approved of by the SABC. The Contractor will be responsible to protect existing floors and wall finishes of feeder routes leading to the area.

The contractor must note that the site is subject to access control and security measures. The Contractor will adhere at all times to these measures. A list of names of working staff and Identification Document (ID) proof will be submitted to the SABC. Workers will wear clothing clearly identifying the identity of the construction company. The Workers will be security cleared (criminal record).

The site area is inside an existing building. Care should be taken to reduce noise and dust when executing the work.

13. CONSTRUCTION GUARANTEE

Five percent (5%) retention will be withheld on progress payments to cover for guarantees on the contract.

14. ESCALATION

The contract amount will be a Lump Sum fixed price. Escalation will not be applicable to the contract due to the short duration.

15. UN-INTERRUPTED WORK

The Contractor is required to work continuously on the Contract Works throughout the duration of such works, based on a five-day working week. Permission may be obtained from the Principal Agent to work weekends subject to the SABC's approval.

All labour and any other cost incurred in connection with such weekend work will be for the Contractor's account.

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

16. DISPUTE RESOLUTION

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

17. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will execute all work strictly in accordance with statutory and the SABC OHS requirements. The Contractor shall take all precautions necessary for the protection of life and property in connection with the Contract Works as well as anywhere upon the SABC's property until the Final Completion of the Contract Works and the Contractor shall hand over the Contract Works in a safe condition.

The Contractor shall be deemed to have indemnified the SABC as she/he hereby does indemnify it against injury or damage to any person or to any purport of the SABC or of others occurring prior to the Final Completion of the Contract Works, or occurring owing to the Contract Works being handed over in an unsafe condition. The SABC Indemnity form shall be signed.

18. INSURANCE - JBCC CLAUSE 10 INSURANCES OF CONTRACT DATA DOCUMENT

The following insurance requirement will be applicable to the contract:

Clause 10 – Insurances

Contract works insurance to be effected by – Employer for the sum of contract value with a deductible of 1% (one percent) of contract sum with a minimum R5 000.00 (Five Thousand Rand) payable by the Contractor.

Supplementary insurance to be effected – not applicable.

Public Liability insurance to be effected by – Employer for the sum of R2 million (Two Million Rand) with a deductible of R2 500.00 (Two Thousand Rand) payable by the contractor.

Temporary lateral support insurance – not applicable.

19. ACCESS TO BE GIVEN TO OTHER CONTRACTORS

The Contractor shall afford all reasonable access to other Contractors and/or contractors who may be employed by the SABC to execute another work whether in connection with the Contract Works or not. The SABC will also execute work in the building area. The contractor will provide necessary access and co-ordination of services in accordance with a building program approved by the architect.

20. SCOPE OF WORK AND BUILDING SPECIFICATIONS

20.1 Building Civil

The scope of work includes but is not limited to the following:

- The demolition of existing dry walls and masonry wall as indicated on the demolition layout;
- The removal of existing electrical and mechanical services as indicated on the engineer's drawings;
- The removal of existing windows and doors;
- The removal of existing floor tiles;
- The construction of new masonry walls, doors and viewing panels as indicated on the drawings;
- The construction of new floor tiles to match existing;
- All walls to be masonry bricks to a minimum compression strength of 10 Mpa. These walls are regarded as non-load bearing;
- Width of walls as indicated on plan, plastered and painted;
- The first brick course must be laid on Damp proof membrane (DPC);
- All brick walls will receive brick force every course for first 3 courses at the bottom of the wall and followed by every fourth course thereafter and every course above all openings;
- Precast concrete lintel above all openings;

- Mortar mix/plaster mix to be class II;
- Demolishing/opening of existing walls to be saw cut first followed by breaking by means of hammer and chisel. No mechanical jack hammers are allowed unless instructed by the Engineer.
- Rubble removal to a designated dump area. The removed items that will be reinstated under client's directives must be kept safe in a designated secured area.

20.2 Building Fire installations

Fire Protection

This scope of work covers the contract engineering, manufacture, supply delivery, erection, wiring, commissioning, testing, handing over in complete working order ready for immediate use and subsequent maintenance of a Fire Suppression Installation in accordance with the South African National Standards (SANS 10139, SANS 246 and SANS 14520) and the Local Municipality By-Laws and / or requirements. Bidders shall tender in accordance with the tender drawing and Bill of Quantities and Schedule of Rates.

Gas Suppression and Fire Detection

This contract covers the construction, systems engineering, manufacture, supply, delivery, erection, wiring, commissioning, testing and handing over in complete working order ,ready for use and subsequent maintenance of all plant and equipment necessary for the Data Centre Fire Suppression System as per the specification attached.

General items of work include the following:

- a) Gas Extinguishing Control Units C/W Ziton or similar Conventional Detection for each Inert Gas Installation linked with New Ziton ZP3 or similar Addressable Panel located in the Security Control Area of the Bloemfontein Office Building.
- b) Installation of reference smoke detector to Gas protected areas to eliminate false alarms and Gas discharge
- c) System Engineering Design, Supply and Installation of a complete new FM200 or similar Gas Suppression System installation as indicated on the drawings.
- d) Installation of all associated equipment including Audible & Visual Alarms to the Gas Fire Suppression System.
- e) All wiring, conduits, draw boxes, round boxes, electrical boxes, trunking, electrical enclosures, hangers and fixing devices as required.

- f) Detailed technical submissions as required for the System Design of the FM200 or similar Gas Suppression System
- g) Detailed technical submissions of all equipment and systems including detailed construction and workshop drawings.
- h) 1 x A1 size Aluminium framed floor diagrams indicating the general floor layout and equipment placing inside the Security Control Area.
- i) 4 x A3 size Aluminium framed floor diagrams indicating the general floor layout and equipment placing and the feeder and emergency routes.
- j) As built drawings.
- k) Detailed operating and maintenance manuals.
- l) Maintenance and guarantee for twelve months after handing over of the completed installation, including emergency call-outs and repairs.
- m) Training in the use and operation of the installation to client's staff. 2 Working days shall be allowed for. 1 Working days training will be provided prior to hand-over with a further 1 days training at the end of the twelve months maintenance period.

Note: All Tenderers must base their tender on this specification and the accompanying Bill of Quantities (BOQ).

The installation shall include all the items as for the normal operation of the system and/or required by the above rules and regulations.

Electrical Installation

The Electrical works will require the stripping of the existing installation and making it safe and thereafter fit out the Data Centre Facility with Electrical installation according SANS 10142-1 with the following requirement:

- a) New lighting
- b) New UPS DB boards
- c) Socket outlets and isolators
- d) Trunking and wire ways
- e) Electrical Cabling
- f) All accessories required to complete the installation
- g) Testing, commission and issuing of COC for installations conducted
- h) Detailed installation documentation

CCTV and Access Control

The Data Centre will require the installation of IP based CCTV cameras as well as Multi-Bio biometric readers as per the attached drawing layout. The required systems are to comply with the following:

The CCTV cameras are to have the following specification:

- Wide dynamic range dome cameras
- 5 Megapixel resolution
- Protective housing rating of IP66
- 25 to 30 frames per second (FPS) capabilities
- Digital zoom
- IR capability
- PoE protocol
- Must support OnVIF Protocol

Network Switches

The network switches must have the following:

- PoE protocol

Recording Network Video recorder

The recording server is to have the following specification:

- Footage storage of 3 month minimum
- Motion detection recording
- Alarm output controls

Monitoring

The monitoring of the CCTV cameras must have the following:

- 42 Inch LED Colour monitor
- 19 inch LED Colour monitor for footage retrieval

Biometric Access Control

Supply and installation a stand-alone Biometric access control system at SABC Bloemfontein regional office for the Data Centre as per the attached BOQ. The biometric access control system shall be a

stand-alone system capable for incorporated into a bigger Corporate system.. The system solution required must comprise of the following items:

Items:

- Access Control Head end Desktop Computer
- Multi Bio face recognition readers (capable of Face recognition, Finger print/palm and card
- Magnetic locks
- Door contacts
- Green break glass units
- No touch egress switches
- Door closers
- Door controllers
- Enrolment setup

Network Switches

The network switches must have the following:

- PoE protocol

HVAC Installation

The Data Centre facility will require the installation of a HVAC system for the cooling of the equipment which will be installed within the Data Centre as per the specification attached.

21 MAINTENANCE PERIOD

It shall be a requirement of this contract, that a 12 x months Comprehensive Maintenance & Guarantee period be upheld form date of Practical Completion. The Contractor must be in the position to maintain the entire installation for a further 5 years thereafter.

22 GENERAL SCOPE OF SERVICES

The entire work as indicated in the specifications shall be carried by the contractor as per the drawings and such extras as may be authorized. The specifications shall be read in conjunction with the accompanying drawings. Bidder shall include such items as are specified but which may not appear on the drawings and vice versa.

The Bidder will be deemed to have included all items for the proper operation of the work, notwithstanding that such items may not be referred to in the specifications or drawings, unless he specifically states in his tender that such items have been omitted. In such instances, he shall submit a quotation at the time of tendering for the items omitted. Where any statements or items in drawings in subsequent sections of the specification are at variance with corresponding statements in earlier sections of the specification, then the statement in the drawings and the later sections shall always take precedence

23 INSPECTION OF SITE

A compulsory Site Briefing will be held where bidders shall satisfy themselves as to the local conditions, the accessibility of the site, the full extent and nature of operations, the supply of conditions affecting labour, carriage, unloading, storage and safe custody of materials, workshop accommodation, the scaffolding, tackle and tools necessary for the execution of the contract generally and shall make due allowance for these conditions in the price tendered.

The Bidders is to obtain all information from the Principal, Agent, on the method of carrying out the work, availability and nature of storage space, office space, hoisting facilities, working hours and any other matter which could influence the cost of carrying out the works.

Where extensions or modifications to existing work are involved, the Bidders shall satisfy themselves on the manner in which such work can be co-ordinated with existing work and shall allow for extensions or modifications to the existing work during times which will result in a minimum of inconvenience to the Employer or parties to whom he/she is responsible.

No claim by the contractor for additional payment will be entertained, which is consequent upon any misunderstanding, or the allegation that he/she was supplied with incorrect information by any person or failing on his/her part to obtain correct information of the work, nor will any such misunderstanding, or the obtaining of incorrect information, or the failure to obtain correct information, relieve him/her from responsibility for the fulfilment of the Subcontract. Only written information furnished by the Architect or Engineer will be considered.

The Contractor's attention is drawn to the fact that other Contractors will be working simultaneously in the same areas and no extras will become due to the Contractor for any inconvenience or interference resulting there from.

24 VERIFICATION OF DRAWINGS AND DIMENSIONS

All drawings shall be regarded as diagrammatic, and all positions and dimensions shown on drawings are approximate and shall be verified on site. No extra will be allowed for alterations, which result from lack of verification of positions and/or dimensions.

Location of apparatus and equipment indicated on drawings are approximate only and shall be changed to meet architectural and structural conditions as required.

25 CUTTING, PATCHING AND REPAIRING

Perform cutting, chipping, digging, drilling and patching as necessary for proper installation for work specified or shown. Ascertain that chases, shafts, and openings are properly located, otherwise cut new openings required at own expense, and reimburse other Contractors for any damage done to their work by unnecessary and/or careless cutting, drilling, digging or chipping.

The Contractor shall furnish the Principal Contractor with all information so that the necessary openings can be built into the floors and walls in time. The Contractor shall furnish all sleeves for the passage of pipes and ducts through structural steel, masonry and concrete walls and floors, and elsewhere as will be required for proper protection of each pipe and duct passing through a wall, floor, etc. Coordinate with the Main Contractor to properly expedite and perform this work. Any cutting and patching necessitated by failure to comply with the provisions of this paragraph will be done by the Main Contractor at the expense of the Contractor.

It will be the Contractors' responsibility to repair and paint to the satisfaction of the Architect or Engineer any damage done to existing ceilings due to removal or cutting of panels or ceiling grid.

26 SELECTION AND ORDERING OF MATERIAL AND EQUIPMENT

Within 14 days after receiving the Purchase Order, submit to the Architect and Engineer for approval a complete list in duplicate, of material and equipment that the Contractor proposes to furnish, including manufacturer's catalogue information as to construction, capacity, materials etc.

Within 7 days after approval of the above list, arrange for purchase and delivery of materials and equipment required, in ample quantities and at proper time. The Employer reserves the right to purchase required materials and equipment and deduct the cost thereof from the contract sum if the items are not on the job in time to expedite completion. Materials of similar class or service shall be of one manufacturer. Capacities, sizes and dimensions given are minimum unless otherwise indicated. Deliver and store manufactured materials in original containers, which shall indicate clearly the manufacturer's name, brand, and identifying number. Clearly mark or stamp with manufacturer's name and rating. Specified equipment shall be as hereinafter specified.

It is the Contractors' responsibility to ensure that all materials and equipment provided are entirely suitable for the application. Materials and equipment which are not suitable for the application, or are not to the satisfaction of the Architect and Engineer, shall be replaced by materials and equipment which are suitable and which are to the satisfaction of the Architect and Engineer. All such replacement costs shall be for the account of the Contractor.

27 ACCESSIBILITY

The installation of valves, gauges, control devices or other items requiring reading, adjustment, inspection, repairs, removal or replacement, shall be conveniently and accessibly located with reference to the finished building.

28 WORKMANSHIP

All work shall be carried out by competent workmen, skilled in their particular trade.

29 CLOSING IN OF UNINSPECTED WORK

The Contractor shall not allow or cause any work to be covered up or enclosed until inspected, tested and approved. Should any work be enclosed or covered up before such inspection and test, he/she shall, at his/her own expense, uncover the work and after it has been inspected, tested and approved, make repairs with such materials as necessary to restore his work and that of other sections to original and proper condition.

30 OPERATING AND MAINTENANCE MANUALS

Carefully prepare an Operating and Maintenance Manual for the installations and submit for approval at least one month before completion of the Works. Failure to submit this manual for approval by the time specified will delay final inspection and acceptance of the Works by the Principal Agent. Any such delays and the consequence thereof shall be the sole liability of the Contractor. The form in which the Service Manual is to be presented is subject to the approval of the Principal Agent.

The following items together with any other pertinent data, shall be included:

- Front page. This page shall detail the service, job name and address, client, the name and addresses of the consulting engineers and architect and the name, address, normal hours and emergency call out telephone number of the installing contractor.
- Index. A general index is required to indicate the contents of all sections of the manuals. Each section shall be tagged.
- Abbreviations used in manual and on drawings.
- Full description and design and operation of installation. This description shall be detailed and comprehensive and shall be related to the mechanical, electrical and controls "as built" drawings with references and cross references being made to these drawings. Specific functions of systems and equipment shall be detailed and shall include the areas served, and automatic and manual control operation which shall detail sequence starting and interlocking of equipment, safety controls, alarm and fault-finding procedures, etc. Set points of the various instruments and controls shall be stated in this description.

- Approved schematic wiring and control diagrams of the entire system and line diagrams showing the location and function of controls including set points. The diagrams shall relate to the labelling on equipment, controls, switchgear, etc. Drawings shall state, where applicable, the normal and abnormal gauge readings, the control points, scale settings, true settings, differential bands, throttling ranges, time delays, overload settings (actual and scale), and other relevant variable and adjustable items that permit checking and adjustments of each instrument control and motor function.

The contents of this section shall be indexed at the beginning of the section.

- Operating instructions and illustrations describing operational routine explaining preventative maintenance procedures, methods for checking the system for normal safe operation, and procedure for safely starting and stopping the system.
- The onsite instructions for operation of the installation shall include demonstrations of the correct performance and function of each piece of equipment under both automatic and manual control.
- "As built" drawings on which all systems, plant, equipment, test and measuring points, including controls, sensors, actuators, controllers and other control equipment, etc. shall be shown. If, in the opinion of the Architect and Engineer, the "as built" drawings cannot be used to clearly indicate the locations of and notes relating to smaller items of equipment then additional drawings to the same scale shall be produced, from which notes and information not relevant to the smaller equipment shall be omitted.
- All items shall be referenced, and cross referenced with on-site labelling etc. and other drawings including wire ways, equipment locations, controls and electrical schematics and diagrams in addition to the commissioning data schedules. Wherever any item of equipment is shown or installed, a consistent reference shall be used throughout.
- "As built" drawings shall be 1 to 50 scale unless otherwise agreed in writing with the Architect and Engineer.
- All drawings etc. shall be mounted in clear plastic holders, which are pre-punched for filing.
- The contents of this section shall be indexed at the beginning of the section.
- Software programming of any PC based equipment must be stored on a back-up CD and included in the O & M Manual. The software programming shall be of the fully commissioned installation once fully handed over.
- Bit-maps of any computer-generated graphics, together with operating instructions and dynamic displays, shall also be stored on a CD and included in the O & M Manual.
- Photographically reduced drawings shall be reproduced on non-fading paper and colored where required. These reproductions shall be framed behind glass and mounted in locations as instructed by the Architect and Engineer.
- Manufacturer's literature for all separate items of equipment shall include complete manuals, operating and maintenance instructions and ratings tables for each item of equipment for which the

manufacturer normally furnishes such information and instructions. The contents of this section shall be indexed at the beginning of this section.

Spare Parts Information shall include:

- A complete list of spare parts and suppliers, for each item of equipment with source of supply.
- A list of spare parts and suppliers, for each item of equipment, which is normally furnished at no extra cost with the purchase of the equipment.
- A list of additional parts and suppliers recommended by the manufacturer to ensure efficient and continuous operation of each item of equipment, for a period of one year or as specified.
- Equipment schedules giving all equipment information.
- Equipment Suppliers' addresses and telephone numbers.
- Comprehensive commissioning data for all systems and equipment which shall include all design and measured details for all systems. The Contractor shall discuss the format for the presentation of this data before commencing commissioning tests. Failure to do this may result in the Contractor having to repeat all tests to comply with the Engineer's requirements.
- Complete details of all instruments used for commissioning and testing shall be included in this section including instrument make, serial number, model, type, current calibration curves or tables, etc. The contents of this section shall be indexed at the beginning of the section.
- Test certificates and approvals shall be included where appropriate. Where requested, examples of items required are as follows:
 - SANS certificates, insurance company approvals, municipal certificates of acceptance, etc.
 - The Contractor's name, address and telephone numbers during normal working hours and emergency numbers for use outside normal working hours.
 - All information listed above shall be suitably indexed and presented in a stiff cover binder as one comprehensive document for all work under this Subcontract.
 - After approval by the Architect and Engineer, 4 copies of the documentation shall be submitted in English.
 - The Engineer shall determine whether the above specified information as furnished by the Contractor is adequate and complete and may require such additional submittals by the Contractor as necessary to ensure the satisfactory operation of the various items of equipment and to fulfil the intent of the above requirements.
 - Four (4) off O & M manuals shall be required to be handed over to the Architect and Engineer once an approved draft has been completed.

31 EMERGENCY REPAIRS

The SABC reserves the right to make emergency repairs as required to keep equipment in operation, without voiding the Contractor's guarantee bond, nor relieving the Contractor of his/her responsibilities during the bonding period.

32 GUARANTEE AND MAINTENANCE

The contractor shall guarantee the entire works for a period of twelve months from hand over date. The contractor shall service the system quarterly for period of twelve months during guarantee period. During this guarantee period any defective workmanship or materials (through whatsoever cause, excluding only proved wilful and accidental mechanical damage to equipment) shall be made good at the contractor's expense, and to the satisfaction of the SABC.

When called upon by the SABC, the contractor shall make good on site, and shall bear all expenses incidental thereto including making good of work by others, arising out of the removal or reinstallation of equipment. The contractor may delegate such making good to an approved party. All work on installed equipment shall be carried out at times which will not result in inconvenience to users of the equipment.

33 GENERAL

The contractor shall assign a contract manager, assisted by supervisors for each category of work required (i.e. Fire Suppression, Electrical Installation, HVAC installation, Building Works and CCTV and Access Control installation). The curriculum vitae of the staff fulfilling the different installation roles shall be submitted to the SABC for approval, and if not acceptable, the contractor shall assign other staff who are more competent to the satisfaction of the SABC. Under no circumstances will incompetent staff be allowed to design, supervise, commission and test the installations.

34 COMMISSIONING AND TESTING

Equipment shall be adjusted so that it will perform as specified and shown on the drawings. If and where necessary, on the instruction of the SABC provide a letter from each supplier of equipment stating that the equipment has been installed and commissioned entirely in accordance with the supplier's requirements and recommendation. The entire system shall be adjusted / commissioned and placed in operation. Re-adjustments necessary to accomplish the specified results during the first year of operation shall be made without cost to the SABC.

It is the contractor sole responsibility to commission the installation fully. The Contractor shall make full provision for all personnel and costs relating to the full commissioning of the installation strictly in accordance with his/her specification of drawings and the methods of testing as stipulated by the SABC. The SABC shall in no way whatsoever be responsible or required to assist the Contractor during commissioning. The SABC will not witness test any installation until the Contractor has fully commissioned the installation and should delays occur as a result of the contractor's inability to perform its function, the Contractor shall be fully liable for any such cost that may arise there from such commissioning. In addition, the SABC reserves the right to appoint an outside organisation to assist the Contractor at the Contractor's cost, to timeously and successfully commission the installation in the event of the Contractor not performing in accordance with the specified specifications and programme requirements.

The SABC will prescribe the methods of testing, the type of data to be recorded and may elect to have such testing or part thereof supervised by an independent body or institution. The Contractor shall provide all labour, materials, fuel, smoke generators and accessories and properly calibrated and certified instruments necessary for carrying out all tests. Power and water for carrying out tests on site will be provided by the SABC. The Contractor shall replace any portion of the Subcontract works that does not meet with the requirements of the specification as may be revealed by tests or inspections detailed in the specification or as may be required by the SABC. In the event of the test results being unsatisfactory additional tests will be required and the costs incurred by all parties will be for the Contractor's account

35 TENDER RESPONSE FORMAT

Vendors are requested to respond to the tender in the following formats:

35.1 Technical Response

A point-by-point response is required, i.e. a comment for each point or paragraph that is associated with the numbering should be made.

35.2 Pricing Breakdown Model

All elements of pricing must be specified, broken down into individual elements on a Bill of Materials (BOM) and the pricing of each, specified on hard copy (paper copy) and in soft copy (Excel format).

Bidders must provide a detailed cost breakdown by pricing all items for the delivery of **a total solution** as per the specification. All deviations should be stipulated as options with the indicative unit prices.

36 RFQ Response Information

Effective Date of Bid

Vendors should state in writing that their quotation to the SABC and all furnished information, including price, will remain valid and applicable for 90 days from the date the vendor quotation is received by the SABC.

37 Costing

The bidders must give a complete quote of work inclusive of the bill of quantities.

38 Duration of the Contract

Nine months

39 Evaluation criteria

39.1 BBBEE and Price

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

39.2 Technical Evaluation

- The tender submission will be technically evaluated out of **100**
- A minimum threshold of **70 out of a maximum of 100** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive.

39.3 Objective Criteria

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

SECOND PHASE EVALUATION CRITERIA: PAPER BASED

Evaluation Area	Evaluation Criteria	Min Points	Max Points
Company Experience	<p>Bidders must submit a minimum of three (03) final completion certificate letters for projects completed in the last 5 years related to general building works.</p> <p>Each letter/s must meet ALL of the following requirements in order to be accepted for evaluation.</p> <p>The completion certificate letter must:</p> <ol style="list-style-type: none"> 1. Be on client's company's letterhead 2. Be signed by an authorised client representative 3. Indicate project value 4. Indicate project location 5. Stipulate the client contact details (name and phone number/email) 6. Stipulate the detailed description of actual services provided 7. Stipulate the contract period (start and end date) <p>Letters that do not meet all the above requirements will be automatically disqualified.</p> <p>Number of Letters</p> <ul style="list-style-type: none"> • More than 5 valid completion certificate letters (30 points) • 5 valid references letters = (25 points) • 4 valid reference letters = (20 points) • 3 valid reference letters = (15 points) 	15	30

<p>Building Methodology</p>	<p>Building methodology is required due to SABC premises being occupied. Bidders must provide a brief layout as to how work would be carried out with minimal business disruption. The building methodology must be detailed and cover the following:</p> <p>For each aspect listed below, the plan must identify foreseeable project specific hazards and list mitigation to control of such hazards.</p> <ol style="list-style-type: none"> 1. No identification of risk and mitigation covering any of the below =0 points 2. Safety plan: demonstrating safety of contractor's staff, SABC employees and public, identify risks and mitigation = 10 points 3. Waste management and removal plan: demonstrating how waste and rubble including hazardous waste will be managed, identify risks and mitigation = 5 points 	<p>5</p>	<p>15</p>
<p>Project execution plan</p>	<p>Bidders to submit a detailed project execution plan covering the items listed below:</p> <p>Points to be allocated as follows:</p> <ul style="list-style-type: none"> • Tasks (5 Points) • Duration (5 Points) • Milestones (5 Points) • Responsibilities (5 Points) 	<p>20</p>	<p>20</p>
<p>Technical Capabilities</p>	<p>Bidder to provide one of each category required comprehensive CV's and certified copies of qualifications or certificates not older than three (3) months for staff allocated to this contract and a company organogram.</p> <ul style="list-style-type: none"> • Building supervisor with minimum of 5 years' experience in construction with a minimum of NQF Level 5 in Civil engineering or Building (10 Points) • HVAC installer must have at least minimum of 5 years' experience in the design and installation of HVAC systems and be registered with SARACCA (5 Points) • Fire suppression installer must have a minimum of 5 years' experience in the design and installation of Fire Suppression systems and must be registered with SAQCC Fire (5 Points) • Electricians must have a minimum of 5 years' experience in Electrical works and must be registered with department of Labour (5 Points) • CCTV and access control installer must have a minimum of 5 years' experience and must be registered with PSIRA (5 Points) • Structural engineer with a minimum of 5 years' experience with registration with ECSA (5 Points) 	<p>30</p>	<p>35</p>
<p>Total</p>		<p>70</p>	<p>100</p>

40 POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

41 B-BBEE PREFERENTIAL POINTS WILL BE EVALUATED IN LINE WITH THE FOLLOWING

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

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

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

42 COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a tenderer either directly or indirectly to canvass any officer(s) or employees of SABC in respect of a tender, between the closing date and the date of the award of the business.

All enquiries relating to this RFQ should be emailed three days before the closing date.

43 CONDITIONS TO BE OBSERVED WHEN TENDERING

43.1 The Corporation does not bind itself to accept the lowest or any tender, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his tender. The Corporation reserves the right to accept a separate tender or separate tenders for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the tender at any stage.

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

43.3 The Corporation reserves the right to:

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

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

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

43.3.2 Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.

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

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

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

43.3.6 Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs & Preference Point system.

44 Cost of Bidding

The Tenderer shall bear all costs and expenses associated with preparation and submission of its tender or RFQ, and the Corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

45 PAYMENT TERMS

SABC will effect payment sixty (60) days after the service provider has submitted an invoice.

END OF RFQ DOCUMENT

Annexed to this document for completion and return with the document:

- Annexure A - Declaration of Interest
- Annexure B - Consortiums, Joint Ventures and Sub-Contracting Regulations
- Annexure C - Previous completed projects/Current Projects
- Annexure D - SBD 6.1 Form
- Annexure E - SBD 8 & 9 Forms

ANNEXURE A

DECLARATION OF INTEREST

1. Any legal or natural person, excluding any permanent employee of SABC, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof be awarded to-

- (a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
- (b) any person who acts on behalf of SABC; or
- (c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
- (d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

The Tenderer or his/her authorised representative shall declare his/her position *vis-à-vis* SABC and/or take an oath declaring his/her interest, where it is known that any such relationship exists between the Tenderer and a person employed by SABC in any capacity.

Does such a relationship exist? [YES/NO]

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information):

	[1]	[2]
NAME	:
POSITION	:
OFFICE WHERE EMPLOYED	:
TELEPHONE NUMBER	:
RELATIONSHIP	:

2. Failure on the part of a Tenderer to fill in and/or sign this certificate may be interpreted to mean that an association as stipulated in paragraph 1, *supra*, exists.

3. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *supra*, and it subsequently becomes known that false information was provided in response to the above question, SABC may, in addition to any other remedy it may have:

- recover from the Tenderer all costs, losses or damages incurred or sustained by SABC as a result of the award of the contract; and/or
- cancel the contract and claim any damages, which SABC may suffer by having to make less favourable arrangements after such cancellation.

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE B

CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS

1. CONSORTIUMS AND JOINT VENTURES

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

2 SUB-CONTRACTING

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

3 DECLARATIONS OF SUB-CONTRACTING

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

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE “C”

Previous completed projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completed date

Current projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completion date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

SPECIFIC GOALS	80/20	90/10
EME/SME 51% owned by Black people	10	4
51% owned by Black people;	5	3
51% owned by Black people who are women	3	2
Black Youth	2	1

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ

of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

- Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
SMMEs (inclusive or QSEs and EMEs) 51% owned by Black people	10	4		
51% owned by Black people;	5	3		
51% owned by Black people who are women	3	2		
Black Youth	2	1		

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

Source Documents to be submitted with the Bid or RFQ

Specific Goals	Acceptable Evidence
B-BBEE	Valid BEE Certificate / Sworn Affidavit (in case of JV, a consolidated scorecard will be accepted)

Black Women Owned	Certified ID Documents of the Owners/shareholder
Black Youth owned	Certified ID Documents of the Owners
EME or QSE 51% Black Owned	Annual Financial/ Management Accounts/ B-BBEE Certificate / Affidavit/ Certified ID Documents of the Owners/shareholder
51% Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit/ Certified ID Documents of the Owners/shareholder
South African Enterprises	CIPC Documents

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years,

- after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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

Js365bW

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**ANNEXURE D
SBD 9**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

SBD 9

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