



**SOUTH AFRICAN BROADCASTING SABC SOC LIMITED
("the SABC")**

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: RFP/LOG/2021/14

**RFP TITLE: APPOINTMENT OF CONTRACTOR FOR BUILDING, CIVIL
AND FIRE SUPPRESSION WORKS FOR A
RECOMMENDED PERIOD OF SIX (06) MONTHS.**

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	14 May 2021
Bid Documents Available From	National Treasury's tender portal (http://www.etenders.gov.za) CIDB Website (http://www.cidb.org.za/tenders) SABC Website (http://www.sabc.co.za/sabc/tenders/)
Non- Compulsory Briefing Session Date & Time <i>See Annexure A (Guideline for Briefing Session) that the bidder needs to take note of)</i>	20 May 2021 @11H00am
Venue / Link for virtual Briefing Session Non-Compulsory Briefing session to be conducted via MS Teams	Click here to join the meeting
NON-COMPULSORY SITE INSPECTION & WALK ABOUT	21 May 2021 @13H00pm, SABC Radio Park, Auckland Park.
Bid Closing Date and Time	28 May 2021 @12H00 noon
Contact details	tenderqueries@sabc.co.za

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

BIDS DELIVERY

SABC's Tender Box
SABC Office
Radio Park
Henley Road; Auckland
Johannesburg
OR
[**RFPsubmissions@sabc.co.za**](mailto:RFPsubmissions@sabc.co.za)

During the COVID-19 pandemic, bidders may submit bids in the tender box or electronically until further notice. Refer to Document A for Conditions to be observed when bidding.

Late Bid submissions will not be accepted for consideration by the SABC.

1. MANDATORY DOCUMENTS

	MANDATORY REQUIREMENT	COMPLY/ NOT COMPLY
1.1	Provide proof of the following CIDB grading: <ul style="list-style-type: none"> • Minimum GB =4 or CE=3 	

NON SUBMISSION OF THE MANDATORY DOCUMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION

2. REQUIRED DOCUMENTS

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

Note 1:

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

Note 2:

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

- 2.4 Proof of Valid TV License Statement (Company’s, Shareholders and all Directors’), or affidavit proving that company and/or officials are not in possession of TV licence. Verification will also be done by the SABC internally.
- 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 Submit proof of Central Supplier Database (CSD) registration (Bidder must be registered with CSD in order to do business with the SABC)
- 2.9 Last three years audited/reviewed financial statements OR the Companies Management Accounts.

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

C O N T E N T S

DOCUMENT A:	CONDITIONS TO BE OBSERVED WHEN BIDDING
DOCUMENT B:	GENERAL CONDITIONS OF THE BID/PROPOSAL
DOCUMENT C:	QUESTIONNAIRE
DOCUMENT D:	DECLARATION OF INTEREST
DOCUMENT E:	FUNCTIONALITY REQUIREMENTS
DOCUMENT F:	CONFIDENTIALITY
DOCUMENT G:	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017- 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

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 During the COVID-19 pandemic, bidders may submit bids in the tender box or electronically until further notice as follows:

1.2.1. Tender box submission

Bids submitted in the tender box must adhere to the following:

- Bids must be submitted in one (1) original, two (2) copies of the original and 1 (one) soft copy (CD) or memory stick, by hand and be enclosed in a sealed envelope marked distinctly with the RFP number. All soft 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.

1.2.2. Electronic submission:

Bids submitted electronically must adhere to the following:

- The single point of entry is RFPsubmissions@sabc.co.za.
- Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions or additions.
- Financial/pricing information must be presented in a **separate** attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.
- All electronic submissions must be prominently marked with the full details of the tender in the email subject line namely Bidder's Name, Tender No and Tender Title.
- 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

- Tender submission emails received after submission date and time will be declared late bid submissions and will not be accepted for consideration by SABC.

1.4 The 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 exceed 25-30MB.
- Delay in transmission or receipt of the bid
- Failure of the Bidder to properly identify the bid
- Illegibility of the bid; or
- Security of the bid data.

1.5 Bidders must 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. The local suppliers must provide reasons with evidence why they are quoting in foreign currency
- 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:

- not evaluate and award bids that do not comply strictly with this bid document;
- make a selection solely on the information received in the bids;
- enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
- 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;
- award a contract to one or more Bidder(s);
- accept any bid in part or full at its own discretion; and
- 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:

Tender Office

SCM Division
Radio Park Office Block
Henley Road
Auckland Park
Johannesburg
South Africa
E-mail: tenderqueries@sabc.co.za

14.0 BROAD-BASED ECONOMIC EMPOWERMENT

- 14.1 According to the 2013 B-BBEE Revised Code 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 EME's and QSE's must submit an affidavit confirming that the entity's turnover is below R10 million and percentage of black ownership to claim BBBEE points
- 14.6 QSEs have to comply with all elements
- 14.7 Start-up enterprises are verified similar to EMEs, but can opt to be rated using the QSE and Generic Scorecard
- 14.8 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
- 14.9 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that B-BBEE status level certificate under the consortium name is submitted.
- 14.10 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.
- 14.11 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.
- 14.12 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.

- 14.13 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 will be to the SABC Auckland Park, Johannesburg, 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. Receipt of the goods by the SABC will not be regarded as acceptance thereof until the goods have been acceptance tested in compliance with the Technical Specifications.

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 or Independent Contractor-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 24 months 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 two years has expired.
- 11.5. "The SABC has a zero tolerance to theft, fraud and corruption. Such activities will be investigated and stringent action institutes such as laying of criminal charges or even removal from the SABC database of service providers. Should you suspect or become aware of any suspicious acts of fraud, theft or corruption involving SABC employees or other suppliers rendering services to the SABC, contact the SABC whistle blowers hotline at "0800 372 831"

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 Changes by the Bidder to his/her submission is not allowed after the closing date.
- 14.3 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.
- 14.4 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 deem fit
- 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.

2.1 Full Name of bidder or his or her representative:

.....

2.2 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.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 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 who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....

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

2.11.1 If so, furnish particulars:

.....

.....

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

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

4.0 DECLARATION

I, THE UNDERSIGNED (NAME)

.....

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

END OF DOCUMENT D

DOCUMENT E

TECHNICAL SPECIFICATION

1. INTRODUCTION AND BACKGROUND

The SABC – Auckland Park engineering has proposed increase in the capacity of available Generators for the purpose of ensuring that there is enough back up capacity to cater for the current systems during black-outs. The current plant room was identified to be small for the proposed new Generators, this plant room will be enlarged, converted and extended to cater for the new Generator system.

It is required that the main contractor for building works subcontracts the services of a competent service provider registered with SAQCC Fire, ASIB and have minimum of CIDB = SF3 for the fire detection, protection and suppression works required as part of the scope of work.

2. BIDDERS

The Bidders shall acquaint himself fully with the terms of the specification, and ascertain that 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, structural and services design drawings, pertaining to the Works, and shall make the necessary allowance in 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 Engineer, 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 which of 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/Engineer. 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 Engineer. The Contractor shall make all payments against provisional sums, and shall include in 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 Engineer/SABC. Full documentation pertaining to the purchase i.e. order and invoice, shall be made available to the Engineer/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 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 Engineer/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.

SABC or its agent shall where necessarily 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 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 his employees and the conduct of 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. A 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 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 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 contractor s 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 programme approved by the architect.

20. SCOPE OF WORK AND BUILDING SPECIFICATIONS

20.1 Building Civil

The scope of work includes but not limited to the following.

- The existing floor surfaces to be scrapped off existing floor finishes, etc., cleaned and make finish good;
- All walls to be masonry bricks to a minimum compression strength of 10 Mpa. These walls are regarded as non-load bearing;

- All wall to be 230 mm wide, finishing with face brick to match the existing;
- The first brick course must be laid on Damp proof membrane (DPC);
- All brick walls will receive the brick force every course for first 3 courses at the bottom of the wall and followed by every forth course thereafter and every course above all opening;
- 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. For the removed items that will be reinstated under client's directives must be kept safe in a designated secured area.
- The grade to all concrete works to be 25/19 (to all new concrete plinths). Partially reinforced for the new plinth on the existing slab with mesh ref 617 and fully reinforced for raft slab on the ground;
- All floors and plinths to receive floor coating with epoxy – grey colour, and make finish good; and
- The existing suspended coffer slab to receive on the new generators to be strengthened by additional steel beam supports. Refer to detailed structural design drawing in annexure A.

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 an Fire Protection Installation in accordance with the National Building Regulations (SANS 10400), the Local Municipality By-Laws and / or requirements, the

Automatic Sprinkler Inspection Bureau and / or all other applicable SANS Standards. Bidders shall tender in accordance with the tender drawing and Bill of Quantities and Schedule of Rates. It should be noted that additional work may be required not identified in the BOQ as a Variation to the Contract applying the Schedule of Rates.

Principal items of the installation shall include:

- (a) Isolating, Drain and Refill of System as required.
- (b) Removal of old Sprinkler Head and Replacement and / or Relocation to positions and / block off of Sprinklers including range pipes as per Drawings.
- (c) Fire Protection Installation (Fire Hydrants, Fire Hose Reels and Fire Extinguishers).
- (d) Remove and Re-install Fire Hose Reels and Fire Extinguishers as required.
- (e) New Fire Hydrants, Fire Hose Reels and Fire Extinguishers as required connected to existing Water Reticulation c/w Piping to suite.
- (f) Escape, Directional and Fire Equipment Signage.

The complete installation shall include all the items as for the normal operation of the system and / or required by the above rules and regulations, such as switchboards, controls, instruments and alarms, electrical panel and wiring within the pump room, sprinkler interface panels, equipment and wiring where required

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.

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

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 identified Gas Protected Areas including, Conventional Gas Extinguishing Control Units c/w Ziton ZP3 interface and Signalling Devices, Automatic Fire Detection & Alarm and a FM200 Gas Suppression System Installation in accordance with the National Building Regulations (SANS 10400), the latest SANS 10139 – Fire Detection and Alarm Systems and SANS 14520 – Gaseous Fire Extinguishing Systems Standards.

General items of work include the following:

- (a) Ziton Conventional Gas Extinguishing Control Units C/W Ziton Conventional Detection for each Inert Gas Installation linked with New Ziton ZP3 Addressable Panel located in the Security Control Area of the Radio Park Building. All of the above systems to be interfaced into the existing GS/Win fire graphic systems.
- (b) Installation of reference smoke detector to Gas protected areas to eliminate false alarms and Gas discharge
- (c) Installation of point heat detection in Generator rooms.
- (d) System Engineering Design, Supply and Installation of a complete new FM200 Gas Suppression System installation as indicated on the drawings.
- (e) Installation of all associated equipment including Audible & Visual Alarms to the Gas Fire Suppression System.
- (f) All wiring, conduits, draw boxes, round boxes, electrical boxes, trunking, electrical enclosures, hangers and fixing devices as required.
- (g) Detailed technical submissions as required for the System Design of the FM200 Gas Suppression System, as defined in Part 1.3
- (h) Detailed technical submissions of all equipment and systems including detailed construction and workshop drawings.

- (i) 1 x A1 size Aluminium framed floor diagrams indicating the general floor layout and equipment placing inside the Security Control Area.
- (j) 4 x A3 size Aluminium framed floor diagrams indicating the general floor layout and equipment placing and the feeder and emergency routes.
- (k) As built drawings.
- (l) Detailed operating and maintenance manuals.
- (m) Maintenance and guarantee for twelve months after handing over of the completed installation, including emergency call-outs and repairs.
- (n) 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.
- (o) Where Builders Work is required i.e.
 - Removal of ceiling tiles for access to wiring reticulation and replacement of any tiles broken in carrying out this exercise.
 - Cutting of holes in ceiling tiles for installation of field devices on the floors.
 - Chasing in walls by Contractor and making good there after (by others)
 - Painting and touching up of damaged paint surfaces.

Such Builders work as identified above, shall form part of this specification and the Tenderer shall make due allowance for all such work. Contractor shall submit builders working drawings of all work by others for this service. These drawing shall be dimensioned and include the following;

- All builders items i.e. bases, foundations, brickwork and concrete openings, cast-in items etc.
- Electrical items such as recessed conduiting, electrical feeds, isolators or wall socket positions and rating, fire outputs if applicable, etc.
- Plumbers work if applicable

- (p) Site Cleaning, as being all associated materials with work done as part of this scope of work, shall be required to be removed by the Contractor and taken off site.
- (q) The Tenderer shall make due allowance for whatever plant and equipment he may require to properly execute the installation.
- (r) The ceilings damaged while installing, shall be replaced with new ceilings by the contractor, supplied by others. Cost and supply of new ceiling tiles are for the Fire Contractors account.

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.

21. MAINTENANCE PERIOD

It shall be a requirement of this contract, that a 12 x months Comprehensive Maintenance & Guarantee period be upheld from 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

Before tendering, Bidders shall visit the site and 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 Contractor, or if a Principal Contractor is not appointed, from the Architect or Engineer, 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 himself 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 is responsible.

No claim by the contractor for additional payment will be entertained, which is consequent upon any misunderstanding, or the allegation that he was supplied with incorrect information by any person, or failing on his 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 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 Contractor s 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 Principal 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 Principal Contractor at the expense of the Contractor.

It will be the Contractor 's 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 acceptance of contract, submit to the 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 manufacture. 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 Contractor's 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 Engineer, shall be replaced by materials and equipment which are suitable and which are to the satisfaction of the 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 shall, at his 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 Engineer. 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 Engineer.

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

- Front pages. This page shall detail the service, job name and address, client, the name and addresses of the consulting engineers and architects 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 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 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 coloured where required. These reproductions shall be framed behind glass and mounted in locations as instructed by the 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 Engineer, 4 (four) copies of the documentation shall be submitted in one of the official languages of the Republic of South Africa, as required by the Engineer.
- 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 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 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 project engineer, assisted by other engineers and qualified draughtsmen experienced in fire detection and alarm installation work, to design and supervise the installations as well being registered with SAQCC Fire. The curriculum vitae of the staff shall be submitted to the SABC for approval, and if not acceptable, the contractor shall assign other staff who is 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 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 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

5 TENDER RESPONSE FORMAT

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

5.1 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.

5.2 Pricing Breakdown Model

5.2.1 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).

5.2.2 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.

6 EVALUATION CRITERIA

Bidders should note that only bidders who met the **Mandatory Documents** of the bid shall be evaluated further for Functionality (where indicated), Price and B-BBEE.

Responses will be evaluated 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:

6.1 Functionality Evaluation: Paper Based Evaluation

Evaluation Criteria	Description	Max Points	Min Points
Construction Methodology	Construction methodology is required due to SABC premises being occupied, the bidder to provide brief layout as to how work would be carried out with minimal business disruptions. Bidder to submit detailed construction methodology covering items listed below. Points to be allocated as follows: <ul style="list-style-type: none"> Safety =5 points Rubble removal =5 points Dust management & Noise management = 5 points) 	15	10
Interfacing with existing services	A method statement is required, due to SABC utilities being operational and feeding critical services, on how planned downtime could be kept at a minimum and unplanned downtime mitigated. Bidders to submit detailed method statement covering and demonstrating understanding of the items listed below: Points to be allocated as follows: <ul style="list-style-type: none"> Risk assessment = (5 points) Communication plan = (5 points) Quality assurance = (5 points) 	15	10
Reference Letters – Portfolio of Evidence.	The bidder to submit valid reference letters of successfully completed similar type of projects from previous or current clients. The bidder must be experienced	30	20

	<p>in Civil or Building Works. The valid reference letter must be on a client letterhead, indicating Site Name, the scope of work conducted, and duly signed by the client with contact details including email OR telephone numbers.</p> <ul style="list-style-type: none"> • 2-3 successfully similar completed projects = (20 points) • 4-5 successfully similar completed projects = (25 points) • 6 and above successfully similar completed projects = (30 points) • Invalid reference letters will score the bidder zero points 		
Project Execution Plan (PEP)	<p>Bidders to submit detailed Project Execution Plan covering items listed below: <i>Points to be allocated as follows:</i></p> <ul style="list-style-type: none"> • Tasks = (5 Points) • Duration = (5 Points) • Milestones = (5 Points) • Responsibilities = (5 Points) 	20	10
Technical capability	<p>Bidder to provide the <i>CVs and certified copies of certificate/qualifications</i> for the critical skilled labour that will be deployed for the duration of the project as follows:</p> <ul style="list-style-type: none"> • Construction Supervisor: Must have Civil and building work experience of at least 3 years, with a minimum of NQF level 5 in Civil engineering. (5 Points) • Health and safety officer: Must have Health and Safety work experience of at least 2 years, with a minimum of NQF level 5 in Health and Safety related qualifications= (5 Points) 	10	5
	Total	90	55

Functionality Threshold for paper based evaluation:

Bidders who obtain less than threshold of **55 points** will be disqualified and declared non-responsive and will be eliminated from further evaluation.

6.2 BBEE and Price

The bid responses will be evaluated on the 80/20-point system. Bidders are to provide detailed breakdown of all direct and indirect costs associated with the contract, including licence fees if any.

6.3 Financial Stability

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

FINANCIAL STABILITY

Respondents are required to submit their Last three years audited/reviewed financial statements OR the Companies Management Accounts 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 <i>Last three years audited/reviewed financial statements OR the Companies Management Accounts</i> using financial ratios, where applicable.

6.4 Objective Criteria

- 6.4.1 The SABC reserve the right not to consider proposals from bidders who are currently in litigation with the SABC.
- 6.4.2 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.
- 6.4.3 Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBEE, company financials, etc. will be eliminated from the bid process.
- 6.4.4 SABC will conduct Police clearance on the company directors/ members, for criminal record and national Security threats and as and when required conduct a Security clearance from State Security Agency. SABC reserves the right to appoint the preferred service provider depending on the outcome of Police clearance/SSA report.
- 6.4.5 SABC reserves the right to conduct Financial due diligence on the bidders

END OF DOCUMENT E

ANNEXURES TO DOCUMENT E:**LIST OF ANNEXURES****ANNEXURE A: Bill of Quantities for Civil, Building Works and Fire Installations
(COSTING MODEL)****Note: The fee must cover all costs associated with the provision of the services.****ANNEXURE B: General Technical Specifications for Fire Installations****ANNEXURE C: DRAWINGS****Architect Drawings**

Drawing No	Description	Revision
ARC-001	UPS & Generator floor layout K1	Rev 02
ARC-002	Generator floor layout K2	Rev 02
ARC-003	Sections & Door Schedule	Rev 02
ARC-004	Generator Steel Frame Canopy Parking	Rev 02

Civil & Structural Drawings

11004-SE-02/001	UPS & Generator floor layout KA level and Details	Rev 04
11004-SE-02/002	Generator Floor Layout at K2 Level	Rev 03
11004-SE-02/003	1x1650kVA & 2x500kVA Generators layout at Parking Area	Rev 01

Fire Drawings

RF-2368-001	UPS & Generator floor layout K1	Rev 04
RF-2368-002	Generator floor layout K2	Rev 05
RF-2368-003	Generator floor layout Parking Level	Rev 04

ANNEXURE D: GENERAL CONDITIONS OF THE JBCC (JBCC DOCUMENT)

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:

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the

South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.0 DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.9 “**EME**” means any enterprise with an 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5.0 Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.0 BID DECLARATION

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

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

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

8.0 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

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

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

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

9.0 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:
.....

9.2 VAT registration number:
.....

9.3 Company registration number
.....

9.4 Type Of Company/ Firm

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

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities

.....

.....

.....

.....

9.6 Company Classification

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

[TICK APPLICABLE BOX]

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

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the SABC that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the SABC may, in addition to any other remedy it may have;
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1.
.....

BIDDER(S)

SIGNATURE(S)	OF
--------------	----

2.

DATE:

ADDRESS:

.....
.....
.....
.....

END OF DOCUMENT G

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;
 - b. committed fraud or any other improper conduct in relation to such system;
 - or
 - c. failed to perform on any previous contract.
- 4.0** In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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.		
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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"/>
4.4	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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid **RPF/LOG/2021/14**

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

END OF DOCUMENT I

DOCUMENT J

ACCEPTANCE OF CONDITIONS OF BID

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

SIGNED at _____ this _____ day
of _____ 2021

NAME OF COMPANY _____

NAME OF THE SIGNATORY (IES) _____

CAPACITY: _____

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

WITNESSES:

1. _____

2. _____

BIDDER

END OF DOCUMENT J

END OF THE REQUEST FOR PROPOSAL DOCUMENT

GUIDELINE FOR BRIEFING SESSION

Applicable where Briefing Sessions are not compulsory or mandatory:

Due to the Covid-19 pandemic, and in compliance with National Treasury Instruction Note 5, institutions are advised as far as possible to avoid convening briefing sessions. Therefore, a non-compulsory briefing session will be held on line via MS Teams. The link has been provided on the cover page of this RFP document.

- Bidders are requested to submit their queries related to the bid via email
- Bidders must send their queries to the Bid Office via the email tenderqueries@sabc.co.za
- The queries must be submitted at least within 10 days after the tender has been advertised on the SABC Website and National Treasury website (<http://www.etenders.gov.za>).
- The Bid Office will forward the queries to the Bid Specification Team for relevant response.
- All queries and responses will be consolidated into a schedule of questions and answers and published on all the platforms that were utilized to advertise the tender within 5 days after the query deadline.