

10 MAY 2022

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/ENG/2022/31
RFQ ISSUE DATE	10 MAY 2022
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING AND ELECTRICAL WORK FOR THE GYM UPGRADE AS A ONCE-OFF PROJECT.
ONLINE BRIEFING SESSION (NOT COMPULSORY)	DATE: 19 MAY 2022 TIME: 11 AM Click here to join the meeting Learn More Meeting options
CLOSING DATE & TIME	30 MAY 2022 AT 12H00

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

PLEASE NOTE THAT AS FROM 01 JULY 2016 COMPANIES THAT ARE NOT REGISTERED WITH CSD SHALL NOT BE CONSIDERED

For queries, please contact **Masango Lerato** on email tenderqueries@sabc.co.za

The Tenderer shall have a CIDB Grading of minimum 3GB or higher

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

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO. : _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
 2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
 3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
 4. All submissions should be prominently marked with the following details in the email subject line:
 - **RFQ Number and bidders' name.**
 5. Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email
 6. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
 7. SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:
 - receipt of incomplete bid
 - file size
 - delay in transmission receipt of the bid
 - failure of the Bidder to properly identify the bid
 - illegibility of the bid; or
 - Security of the bid data.
- **NB: THE BIDDER SHOULD ENSURE THAT LINKS FOR WETRANSFER AND GOOGLE DROP BOX EXPIRE AFTER 30 DAYS OF THEIR SUBMISSIONS INSTEAD OF SEVEN DAYS.**

NOTES ON SITE INSPECTION

1. If interested in attending the site inspection please forward your details to Lerato Masango via email: MasangoL@sabc.co.za before close of business on the day preceding the Site Inspection so an arrangement can be organised with the Protection Services for the Contractor to access the building.

FIRST PHASE – PREQUALIFICATION CRITERIA: MANDATORY DOCUMENT

All bid respondents must submit mandatory document. Bids that do not comply with the mandatory requirement will be disqualified and will not be considered for further evaluation.

MANDATOY REQUIREMENT		COMPLY/ NOT COMPLY
1	The Tenderer shall have a CIDB Grading of minimum 3GB or higher . The Tenderer shall provide a valid certificate at the time of closing and at the time of award.	

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

REQUIRED DOCUMENTS

- 1.1 Submit proof of CSD Registration
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(Verification will also be done by the SABC internally).
- 1.3 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters
- 1.4 Original or Certified copy of Valid BBEE Certificate (from SANAS accredited Verification Agency)
- 1.5 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.

- 1.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.7 Certified copy of Shareholders' certificates.
- 1.8 Certified copy of ID documents of the Directors or Members.
- 1.9 Registration on the National Treasury Central Supplier Data Base (CSD)

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

NO CONTRACT WILL AWARD TO ANY BIDDERS WHOM THEIR TV LICENCE STATEMENT ACCOUNT IS NOT VALID.

DETAILED TECHNICAL SPECIFICATION

1. BACKGROUND

SABC Gym in Auckland Park has been providing gym, exercise and aerobic services to employees of the SABC since its inception in 2002. Average daily utilization of the gym is 200 and more members. As part of integrated and holistic wellness which encompasses the physical, spiritual, environmental, emotional, mental health and overall wellness of the employees, it is essential to ensure that a wellness benefit such as a gym facility fulfils the exercise needs of the employees. SABC seeks to appoint a service provider to upgrade the gym facilities.

2. REQUIREMENTS AND SCOPE OF SERVICES

This RFQ calls for quotations from the suitable and qualified contractor or the upgrade of the SABC Gym Facilities.

3. CONTRACT WORKS AREA

The Contractor shall confine his activities to the Contract Works site, his camp site and access route to these sites. Furthermore the location of his camp site, including the housing of temporary structures and materials and equipment storage area, must be approved by SABC prior to contract implementation. 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 ID proof will be submitted to the client. 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 must be taken to reduce noise and dust when executing the work.

3.1 AREAS FOR STORAGE

SABC will provide the Contractor with materials storage area.

3.2 UTILITIES TO BE PROVIDED BY THE SABC

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

3.2.2 Single Phase electricity draw-off points required for execution of the Contract Works will be supplied by SABC free of charge. The Contractor will provide his own builder's Distribution Board with earth leakage.

3.2.3 Toilets are for the use of SABC purposes. 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.

3.3 WORKMEN AND SUPERVISION ON SITE

3.3.1 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.

3.3.2 The Contractor must have a full time supervisor or a qualified technical person who will supervise the work at all times. The P & G cost will be reflected in the rates quantities.

3.3.3 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.

3.3.4 All workmen 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.

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

3.4 HEALTH AND SAFETY

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

The contractor will, inter alia be required to:

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

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

3.4.3 Provide proof of All Risk insurance as required by the JBCC contract document. Supplementary insurance for surrounding areas to the value of R 5 000 000 maximum will be provided by the contractor before signing of the contract.

Submit a safety plan to SABC in accordance with 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 Health and Safety 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.

- 3.4.4 Sign the SABC Health and Safety Indemnity form and all workers to attend SABC Health and Safety induction course of 2 hours prior to handing over of site.
- 3.4.5 Obtain Hot Work permit or similar permits from SABC safety representatives when executing risk work on site.
- 3.4.6 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.
- 3.4.7 Liaise with SABC Health and Safety representatives such as welding, plumbing disconnections, etc. are executed.
- 3.4.8 The tender amount must allow for all the Health and Safety requirements to be fulfilled by the contractor.
- 3.4.9 Where the Contractor does not comply with the SABC Health and Safety standards, the work will be stopped on site at the cost of the defaulting Contractor.
- 3.4.10 All sub-contractors, working on the site will have to comply with the Principal Contractor's H & S standards. It will be the Principal Contractor's responsibility to ensure that sub-contractors comply.
- 3.4.11 Allow for all the cost to comply with the Health and Safety requirements in the tender amount
- 3.4.12 Provide safety plan on Covid-19.

3.5 CONSTRUCTION GUARANTEE

Construction guarantee of the total value of works or 10% retention will be withheld on progress payments to cover for guarantees on the contract.

3.6 ESCALATION

The contract amount will be a Lump Sum firm fixed price (FFP) contract.

3.7 PROGRAMME

The building work must be executed in **95 working days**. The Contractor must compile a construction programme for approval by the Architect to be submitted with this tender.

3.8 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 Architect to work weekends subject to 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.

3.9 PENALTY FOR DELAY

A penalty of R0.0275 per R100 of contract amount per calendar day will be payable by the Contractor to SABC for every calendar day by which the approved Final Completion date of the Contract works is exceeded. The penalty conditions will be as per JBCC Principal Building Agreement and reasonable completion dates will be set by the architect.

3.10 MONTHLY PAYMENTS

Payment will be made strictly in accordance with the provisions of the JBCC Principal Building Agreement. Monthly certificate will be issued by the Architect. The payment will be received between 30 to 60 days after submission to the SABC. Tax Invoices will be addressed to the Financial Shared Services Manager, SABC Ltd., Private Bag X1, Auckland Park, 2006. The Order number and contractors SABC vendor number to be clearly displayed on the invoice as well as banking details of the Contractor.

3.11 MAINTENANCE PERIOD

The five (5) year latent defect period will apply to all works as specified in the JBCC Principal Building Agreement.

3.12 DISPUTE RESOLUTION

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

3.13 INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will execute all work strictly in accordance with statutory and SABC Health & Safety 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 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 SABC as he hereby does indemnify it against injury or damage to any person or to any purport of 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.

3.14 INSURANCE (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% of contract sum with a minimum R5 000 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 with a deductible of R2 500 payable by the contractor.
- Temporary lateral support insurance – not applicable.
- Special Insurance – Surrounding property. The SABC requires the Contractor to put into effect special insurance (in joint names of the client and contractor) for damage to surrounding property (existing buildings) to the value of R2 million. This must cover damage to buildings, building services, including lifts, DB's, plant equipment, etc. The contract will only be signed when proof of this special insurance is provided.

3.15 ACCESS TO BE GIVEN TO OTHER CONTRACTORS

The Contractor shall afford all reasonable access to other Contractors and/or subcontractors who may be employed by 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.

4. REQUIREMENTS AND SCOPE OF SERVICES

4.1 Technical requirements

4.1.1 Refer to Annexures

- Annexure 1- The following drawings:

A-201	FLOOR PLAN LAYOUT
A-202	CEILING LAYOUT PLAN
A-301	SECTIONAL ELEVATIONS
A-701	A-701 Vanity Top Details
	SABC Sanware specifications

- Annexure 2- SABC Fitness Centre_ Finishes Specification and SABC Sanware specifications

5. CONTRACTING

On the Awarding stage of the project the supplier must supply four (4) original JBCC contracts.

6. LOCATION OF SITE

The Contract site is at **SABC HEAD OFFICE, HENLEY BUILDING, CORNER HENLEY AND ARTILLERY ROAD AUCKLAND PARK**. The area will be accessible from the main entrance on the gate 7 and 8.

7. WORKMEN AND SUPERVISION ON SITE

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.

8. RFQ RESPONSE INFORMATION

Effective Date of Bid

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

9. COSTING

The quotation must reflect a detailed cost breakdown, and any indirect costs associated with the rendering of services

10. DELIVERY SITE

The Contract site and **delivery point** is at **SABC Auckland Park**.

11. EVALUATION CRITERIA

11.1 BBBEE and Price

RFQ responses will be evaluated on the **80/20** point system

11.2 Technical Evaluation

11.2.2 The tender submission will be technically evaluated out of a **minimum 47** and **maximum 61 points** - All bidders achieving less than the set threshold will **not** qualify for further **BBBEE and Price evaluation**.

11.3 Objective Criteria

11.3.1 The SABC further reserve the right not to award this RFQ to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC

12. SECOND PHASE EVALUATION CRITERIA PAPER BASED EVALUATION

Evaluation	Evaluation Area	Min Points	Max Points	Compliance	
				Resp. Page	Page reference
Construction methodology	<p>Construction methodology (Due to the premises being occupied, bidders should provide detailed layout as to how work would be carried out with minimal business disruptions – NB: Bidder to submit detailed information as per the items listed)</p> <ul style="list-style-type: none"> • Safety =5 points • Rubble removal =3 points • Dust management =2 points • Painting & fumes management =3 points • Noise management =3 points 	16	16		
Project Execution Plan (PEP)	<p>Provide a brief step by step project execution plan including major milestones such as an approved proof of concept with durations and timelines.</p> <p>< 13 weeks (60 working days) =15 points</p> <p>13-16 weeks (60-90 working days) =10 points</p> <p>> 19 weeks (95 working days) =0 points</p>	10	15		

Project Organogram	The company must demonstrate the allocation of resources to achieve activities within timeframes based on the project execution plan. = 5 points	5	5		
Experience of building project team	<p>Bidder to submit project team CVs illustrating their experience and professional /academic certificates for the following categories.</p> <p>Submit CVs with at least 2 contactable references illustrating experience as follows:</p> <ul style="list-style-type: none"> Contract /project manager <p>>2 years working experience as project manager in construction environment on projects of a similar nature =3 points</p> <p>>3 years working experience as project manager in construction environment on projects of a similar nature =5 points</p> <ul style="list-style-type: none"> Construction Foremen <p>>2 years working experience as Foreman in construction environment =3 points</p> <p>>3 years working experience as Foreman in construction environment =5 points</p> <ul style="list-style-type: none"> Safety Officer = 5 points <p>Provide proof of qualification obtained from an accredited SAIOSH Provider.</p>	11	15		
Relevant Company Experience	<p>Bidders to submit portfolio of evidence indicating experience on projects of a similar nature.</p> <p><3 projects =0 points</p> <p>3 -5 projects= 5points</p> <p>> 5 projects =10 points</p>	5	10		
Total		47	61		

13. ADJUDICATION USING A POINT SYSTEM

- 13.2 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 13.3 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 13.4 In the event that two or more bids have scored equal pints, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 13.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality
- 13.6 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

14 POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

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

B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status Level of Contributor Number of Points

B-BBEE Status level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

14.2 Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by a verification Agency accredited by SANAS for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates or DTI Affidavit.

14.3 Bidders other than EMEs must submit their original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS.

14.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate

14.5 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.

14.6 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.

14.7 A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intend 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 capacity and the ability to execute the sub-contract.

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

15 COMMUNICATION

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

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

16 CONDITIONS TO BE OBSERVED WHEN TENDERING

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

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

16.4 The Corporation reserves the right to:

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

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

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

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

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

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

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

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

17 Cost of Bidding

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

END OF RFQ DOCUMENT

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

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

ANNEXURE A**DECLARATION OF INTEREST**

1. Any legal or natural person, excluding any permanent employee of SABC, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof be awarded to-
 - (a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
 - (b) any person who acts on behalf of SABC; or
 - (c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
 - (d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

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

Does such a relationship exist? [YES/NO]

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

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

2. Failure on the part of a Tenderer to fill in and/or sign this certificate may be interpreted to mean that an association as stipulated in paragraph 1, *supra*, exists.
3. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *supra*, and it subsequently becomes known that false information was provided in response to the above question, SABC may, in addition to any other remedy it may have:
 - recover from the Tenderer all costs, losses or damages incurred or sustained by SABC as a result of the award of the contract; and/or
 - cancel the contract and claim any damages, which SABC may suffer by having to make less favourable arrangements after such cancellation.

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE B

CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS

1. CONSORTIUMS AND JOINT VENTURES

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

2 SUB-CONTRACTING

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

3 DECLARATION OF SUB-CONTRACTING

3.1 Will any portion of the contract be sub-contracted? YES / NO

3.2 If yes, indicate:

3.2.1 The percentage of the contract will be sub-contracted

.....%

3.2.2 The name of the sub-contractor

.....

3.2.3 The B-BBEE status level of the sub-

contractor.....

3.2.4 whether the sub-contractor is an EME YES / NO

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE “C”

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

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

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

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

ANNEXURE "D"

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

—

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder