



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

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: RFP/IT/2025/10249721/21
RFP TITLE: IT SERVICE MANAGEMENT (ITSM) - HOSTING, SUPPORT, MAINTENANCE AND LICENSES.

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	29 September 2025
Bid Documents Available From	National Treasury's tender portal (http://www.etenders.gov.za) SABC Website (http://www.sabc.co.za/sabc/tenders/)
Non-Compulsory Briefing Session Date & Time	N/A
Bid Closing Date and Time	24 October 2025 @ 12:00 noon
Contact details	tenderqueries@sabc.co.za

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

BIDS DELIVERY

All electronic bid submissions must be submitted using RFPSubmissions@sabc.co.za. Refer to Document A for Conditions to be observed when bidding. Late Bid submissions will not be accepted for consideration by the SABC.

1. REQUIRED MANDATORY DOCUMENTS- FIRST PHASE

Valid letter(s) of authority or Partnership document from the Original Equipment Manufacturer/s (OEM) or distributor for the product supplied to distribute, resell, and support the products within the boundaries of South Africa - (where applicable). The Letter must be valid at the closing date of the bid, must be on the letterhead of the OEM or distributor, and must state validation to distribute, resell and support the products within the boundaries of South Africa and be signed by an authorized official with their contact detail.	Comply/ Not Comply
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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 and SABC shall reject the tender.

- 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 license. Verification will also be done by the SABC internally.
- 2.5 Certified copy of Company Registration Document that reflects Company Name, Registration number, date of registration and active Directors or Members.
- 2.6 Certified copy of Shareholders' certificates.
- 2.7 Certified copy of ID documents of the Directors or Members.
- 2.8 Last three years audited/reviewed financial statements OR the Companies Management Accounts.
- 2.9 The bidder to submit Proof of registration on the Central Supplier Database (CSD)
- 2.10

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

THE WINNING BIDDER IS REQUIRED TO MAINTAIN OR IMPROVE THE BEE LEVEL AT WHICH THE TENDER WAS AWARDED.

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 Electronic submission:

Bids submitted electronically must adhere to the following:

- The single point of entry is tenderqueries@sabc.co.za.
- Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions or additions.
- 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 60 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
- Delay in transmission or late 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 post the closing date of this bid shall be permitted nor accepted.

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 of the bid.

4.0 SCHEDULE OF QUANTITIES

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

5.0 BID PRICES

- 5.1 No change in the submitted bid prices shall be accepted and/or approved by the SABC after receipt and before award of this bid.
- 5.2 All prices are to be quoted in the Republic of South African Rand with VAT as a separate item.
- 5.3 All local suppliers quoting in foreign currency must convert the currency to Rands and indicate the exchange rate applicable.
- 5.4 The prices quoted should be inclusive of all costs needed to perform the specified services, not limited to, all kinds of local guarantee bonds, taxes and duties, customs, customs clearance, inland transportation, storage, unpacking, positioning, installation, integration and testing. The prices quoted should be inclusive of all costs for the duration of the project.
- 5.5 This bid document is not an offer to purchase, order or contract.
- 5.6 Prices must be fixed for the first year and shall, where applicable, be subject to an increase of not more than the applicable CPI.
- 5.7 Bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivery on site as specified.
- 5.8 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 by SABC and the winning bidder.

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 Bidder/s 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:

- contact any Bidder during the evaluation process, 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.
- cancel this bid at any time on the following conditions:
 - i) Change in business requirements of the Corporation.
 - ii) Budget unavailability
 - iii) Identified tender irregularity.
 - iv) Non- responsive bids

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.

A bidder will not be disqualified if they do not submit evidence to claim a specific goal, but rather they will score zero for specific goal/s if they did not provide evidence supporting the awarding of the points.

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 restrict 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 will be disqualified.

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/repared 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 Stores of 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 accepted, and 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 60 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 will 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 Bidder/s 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 shall not be permitted 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 WILL RESULT IN THE BID BEING DISQUALIFIED.

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 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 attach 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 / **YES /NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
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?

2.10.1 If so, furnish particulars.

.....

.....

.....

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

2.11.1 If so, furnish particulars:

.....

.....

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

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

IT SERVICE MANAGEMENT (ITSM) - HOSTING, SUPPORT, MAINTENANCE AND LICENSES.

1 INTRODUCTION

The SABC is South Africa's national public broadcaster. The company's objectives are to provide a comprehensive range of distinctive programmes and services with the view to inform, educate, entertain, support, and develop culture in all 11 official languages. The company's principal activities comprise of television and radio broadcasting utilising 19 radio stations and 5 television channels.

The SABC requires an ITIL compliant ITSM solution to support technology division staff members to facilitate the effective delivery of technical support services over the next 5 years. The proposed solution will include Implementation, training, maintenance, customization, and on-going support services for a period of 5 years.

This request for the submission is for bidders to propose a Software as a Service (SAAS) IT Service Management Solution (ITSM). Bidders who can deliver the service as defined within the scope and requirement within this document are invited to submit their responses.

To this end, an RFP for IT Service Management (ITSM) - Hosting, Support, Maintenance and Licenses.

2 SABC SCOPE OF WORK

2.1 The successful bidder will be required to deliver the following:

- A Software as a Service Tool (SAAS) ITSM Tool that supports ITIL standards.
- Functionality provided by the tool includes Incident Management, Problem Management, Service Request Management, Change Management, Knowledge Management, Asset and Contract Management, Service level Management, Reporting and Customer Self-Service.

3. TECHNICAL REQUIREMENTS.

3.1 The ITSM SAAS requirements includes, but is not limited, to the following:

- The ITSM solution must be hosted on the vendor cloud platform. On-premises solutions will not be considered.
- Provide a licensing solution that supports at least minimum of 250 users (including Support Agents, Approvers, and End-users) for a period of 5 years.
- Consulting services for the configuration and implementation of the tool.
- Provide managed maintenance and support for the platform and application.
- Provide technical training and training material for SABC system administrators.
- An option of on-site training at the SABC premises or web-based training should be presented.
- Provide a minimum of four training sessions for system users.

3.2 Support and Maintenance.

Provide a **Service Level Agreement (SLA)** that includes:

- Ongoing product maintenance and support
- 24x7 365 system availability excluding agreed maintenance windows
- Support levels for the SAAS ITSM system that defines response and resolve timeline for Critical, Medium and standard system events
- Ongoing patching and upgrade of the system to the newest release version
- Escalation procedures
- Ensure that the system performance is scalable, highly responsive, system capacity and available amongst other quality measures.
- Monthly support and customisation of existing and new processes.
- The Vendor shall provide support to agreed key users from the IT department 24x7x365
- Clearly indicate and provide various support channels to communicate issues or questions regarding the ITSM Tool (e.g. telephone, email, web portal).
- Incident priority definitions, including response and resolution times will be mutually agreed upon within the SLA
- The Vendor shall report on service targets and system performance targets to be mutually agreed upon within the SLA

3.3 Processes

- Advanced ticketing for processes that will be aligned to the selected industry framework – the IT Infrastructure Library (ITIL). These process application modules would include: Incident, Problem, Knowledge Management, Change, Self-Service, Asset/Contract Management, Service Request Management, Service Catalogue and Service-Level Management.
Kindly note that that the SABC uses Microsoft SCCM and Intune for Configuration Management – please do not include Configuration management in your proposal.
- Out of the Box ITIL Processes that are easily customisable
- Customisation of the tool in alignment with SABC ITSM Process standards.

3.4 System Requirements:

- Web-based interface and a Mobile application for accessibility for anywhere and any standard Windows, Apple or Android device
- Chatbot capability.
- APIs for integration with Azure Active Directory, Office 365, Microsoft Teams, Intune, SCCM, SAP and other IT based systems.
- Role based Access control per user role.
- Customisable self-service portal for business users
- Comprehensive reporting capability for all modules including dashboard reporting for service level agreements and ongoing ticket management.
- Call records and system activities must be auditable.
- Ability to support automated escalation capabilities such as customer notifications.
- The tool should allow the configuration of screens, reports, workflows, etc. without significant vendor intervention.
- Ensure that the system performance is scalable, highly responsive, has sufficient system capacity and available amongst other quality measures.

3.5 System Interface

- Ability to configure the graphical user interface by dynamically adding windows or fields.
- Solution to provide simple yet functional Web-based graphical user interface
- Configuration of the graphical user interface based on individual, group or role-based preferences (colours, layout, etc.).
- Multiple sessions or windows can be opened at the same time.

3.6 Reporting Requirements

- Easily construct queries and reports from any combination of database fields. Support for real-time queries at different levels (parent, child, case and subcase).
- Present and provide real-time reporting via graphical and configurable dashboards.
- Produce scheduled reports automatically based on a defined schedule and email to predetermined recipients.
- Integration with Microsoft PowerBI or similar reporting tools.
- Ability of vendor to include out-of-the-box/predefined reports and data model to be used by system administrators to customise reports.

3.7 Security Requirements

- Role based Access control per user role to prevent unauthorized access to data and or configuration menus
- SSO integration with Azure Active directory with SAML protocol support
- Support for multi-factor authentication.
- The system should be backed-up and restored to a checkpoint no older than 12 business hours in the event of a critical failure. This must be performed according to ISO 27001 standards.

4 TENDER RESPONSE FORMAT

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

4.2 Pricing Breakdown Model

- 4.2.1** All goods or services 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).
- 4.2.2** 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.
- 4.2.3** Supplier must provide the product specifications of the product or service of the items priced.
- 4.2.4** Bidders must submit unit and total pricing in SA Rands (Excluding VAT), and where applicable, use the foreign currency rate below to calculate the Rand value. Use Annexure B to indicate the total amount subject to exchange rate variation.

5 EVALUATION CRITERIA

Bidders should note that only bidders who submitted the mandatory valid documents of the bid shall be evaluated further for Functionality (where indicated), Price and Specific Goals

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.

During the evaluation process, the SABC may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team.

5.1 Technical and Functionality Evaluation

The evaluation is based on technical and functionality, which will be evaluated using the following criteria and points:

- 5.1.1** Bidders should note that only bidders who met the **Mandatory Documents Criteria** of the bid shall be evaluated further for Functionality (where indicated).

- 5.1.2 The RFP submission will be technically evaluated out of a **maximum of 100**.
- 5.1.3 A minimum threshold of **70** out of a **maximum 100** has been set.
- 5.1.4 All bidders achieving less than the set minimum threshold of **70** out of a maximum threshold of **100** will be declared non-responsive and will not be further evaluated on Price and Specific Goals.

5.2 PHASE 2 – TECHNICAL AND FUNCTIONALITY EVALUATION

Evaluation Area	Evaluation Criteria	Compliant/ Non-Compliant	Supporting Document Evidence. Document name and page number	Min Points	Max points
Compliance with the given requirements	Bidders to indicate full compliance to details of the proposed ITSM solution = 40 points 3.1 ITSM SaaS Requirements - Cloud-hosted solution only; no on-premises options. -Licensing for 250 users over 5 years. -Includes consulting for setup, managed support, and maintenance. -Training for system administrators with at least four sessions, offered on-site or online. = 5 points 3.2 Processes - ITIL-aligned modules: Incident, Problem, Change, Knowledge, Asset/Contract, Service Request, Catalogue, and Service-Level Management. - Excludes Configuration Management due to existing SCCM/Intune usage. - Must support customizable and out-of-the-box ITIL processes tailored to SABC standards. = 5 points 3.3 System Requirements □ Accessible via web and mobile on Windows, Apple, or Android. - Chatbot functionality and API integration with Microsoft and SAP systems. - Role-based access, customizable self-service portal, and robust reporting. - Auditable activity logs and automated escalation features. - Configurable screens and workflows with minimal vendor input. - High system responsiveness and scalability. = 10 points 3.4 System Interface - GUI must be configurable by role or user preference.			35	40

Evaluation Area	Evaluation Criteria	Compliant/ Non-Compliant	Supporting Document Evidence. Document name and page number	Min Points	Max points
	- Support for multiple simultaneous windows. - Simple yet functional web-based interface. = 10 points 3.5 Reporting Requirements Real-time, multi-level query and reporting capabilities with configurable dashboards and customizable data models = 5 points 3.6 Security Requirements Role-based access control and SSO via Azure AD with SAML. And must support multi-factor authentication support. = 5 points				
Solution Deployment Lead Time	Bidder to Clearly indicate the delivery lead time from date of order: • Deployment lead-time within 6 weeks (10) • Deployment lead-time within 8 weeks (5) • Deployment lead-time >9 weeks (0)			5	10
Project Delivery Plan	Attach a proposed schedule and list of deliverables and provide detailed overview of the project approach including a project plan. - Proposed Methodology - Period for configuration and Integration - Period for testing - Period for training - Period for deployment - Period for handover Non-compliance with any of the above items = 0 Points			10	10
Training	• Provide a minimum of four training sessions for System Users. An option of on-site training at the SABC premises or web-based training should be presented. = 5 points • Provide a minimum of two training sessions for Admin Users at the SABC premises or web-based training should be presented = 5 points			5	10

Evaluation Area	Evaluation Criteria	Compliant/ Non-Compliant	Supporting Document Evidence. Document name and page number	Min Points	Max points
Support and maintenance	• Provided a documented service management process and SLA that addresses SLA items listed in section 3.2 = 10 points • Detailed maintenance and upgrade procedures and the frequency thereof cycles for proposed solution = 10 points			10	20
Bidder's experience and track record with the Delivery of ITSM projects.	The bidder to submit valid reference letters of successfully completed ITSM implementation and support projects from previous clients. Valid Reference must be on a client letterhead and duly signed with contact details (telephone numbers/email address). A minimum of 3 valid reference letters with similar services must be provided for projects delivered within the past five years. • More than 3 valid reference letters = 10 points • 3 valid reference letters = 5 points • Less than 3 references = 0 points			5	10
Total				70	100

Bidders who obtain less than threshold of **70** points out of **100** points will be disqualified and will be eliminated from further evaluation

3.7 Price and Specific Goals: Phase three

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

3.8 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 audited financial statements for the past 3 years with their Proposal/Bid in order to enable the SABC to establish financial stability as follows:-

Area	Assessment Criteria
Financial Due Diligence	Bidders financial due diligence will be assessed based on submitted audited financial statements using financial ratios, where applicable.

3.9 Objective Criteria

- 5.2.1 The SABC reserve the right not to consider proposals from bidders who are currently in litigation with the SABC.
- 5.2.2 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.
- 5.2.3 Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.
- 5.2.4 The SABC reserve the right not to award this tender to any bidder who fails the financial stability assessment.
- 5.2.5 No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.
- 5.2.6 Should employees resign or retire from the employment of the SABC and become directors of other businesses tendering with the SABC, such tender shall not be considered until the cooling off period of 24 (twenty-four) months has expired.
- 5.2.7 Should the employee be dismissed from the SABC employment, such employee shall be prohibited from conducting business with SABC for a period of 5 (five) years from the date of dismissal.
- 5.2.8 Should the employee be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- 5.2.9 The SABC shall not procure any goods, services, works or Content from any Board member or Board member owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.
- 5.2.10 Should the SABC's Board members no longer serve on the SABC Board but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 24 (twenty-four) months has expired.
- 5.2.11 Should the Board member be found guilty in a court of law due to criminal conduct/act, such Board member will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.
- 5.2.12 The SABC shall not procure any goods, services, works or Content from any 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.

- 5.2.13 Should the Independent Contractor no longer be contracted to the SABC but become directors of other companies, the SABC shall not conduct business with those companies until the cooling off period of 24 (twenty-four) months has expired.
- 5.2.14 Should the Independent Contract be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.

END OF DOCUMENT E

DOCUMENT F

CONFIDENTIALITY

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

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

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

Bidder's contact person:

Name : _____

Telephone : _____

Mobile : _____

Fax.: _____

E-mail address : _____

END OF DOCUMENT F

DOCUMENT G

SBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

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, 2022.

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 below R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000 (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) Specific Goals

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 Specific Goals	20
Total points for Price and Specific goals must not exceed	100

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 **“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.
- 2.16 **“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

- 2.17 "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 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 3.5 If two or more tenderers score equal total points in all respects, the award must 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

4.2 Points awarded for Specific Goals

In terms of Regulation 4 (1) 5 (1) and 6 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for submitting evidence for specific goals claimed in accordance with the table below:

4.3 SPECIFIC GOALS TABLE

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

NB: Bidders must submit evidence for every specific goal claimed and points will be awarded in accordance with the evidence as submitted by the bidder. The bidder who does not meet the specific goals will not be disqualified but score zero.

5.0 BID DECLARATION

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

5.2 SPECIFIC GOALS POINTS CLAIMED IN TERMS OF SPECIFIC GOALS TABLE

5.3 **Specific Goals Points claimed :..... =(maximum of 10 or 20 points)**

(Points claimed in respect of paragraph 5.3 must be in accordance with the table reflected in paragraph 4.3 and must be substantiated by means of evidence as described table 5.4

5.4 EVIDENCE TO BE SUBMITTED FOR SPECIFIC GOALS

Specific Goals	Acceptable Evidence
B-BBEE	Valid BEE Certificate / Sworn Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Women Owned	Certified ID Documents of the Owners/shareholder
Black Youth owned	Certified ID Documents of the Owners
EME or QSE 51% Black Owned	Annual Financial/ Management Accounts/ B-BBEE Certificate / Affidavit/ Certified ID Documents of the Owners/shareholder
51% Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit/ Certified ID Documents of the Owners/shareholder
South African Enterprises	CIPC Documents

6.0 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:

.....

6.2 VAT registration number:

.....

6.3 Company registration number

6.4
Type Of Company/ Firm

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

[TICK APPLICABLE BOX]

6.5 Describe Principal Business Activities

.....

.....

.....

.....

6.6 Company Classification

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

[TICK APPLICABLE BOX]

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

6.8 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.

.....
SIGNATURE(S) OF BIDDER(S)

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-
- abused the institution's supply chain management system.
 - committed fraud or any other improper conduct in relation to such system; or
 - 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

END OF DOCUMENT H

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1.0 This Standard Bidding Document (SBD) must form part of all 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 RFP NO: **RFP/IT/2025/10249721/21**

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

_____ 2025

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



Tax Compliance Questionnaire for Foreign Suppliers
[Mandatory for foreign suppliers to complete]

1. BACKGROUND

Foreign suppliers with no local footprint (i.e. the foreign supplier doesn't have a branch or representative registered here in RSA) do not need to submit a tax clearance certificate.

These suppliers are also exempted from registering on the National Treasury's Central Supplier Database.

In order to ascertain whether you are a supplier with no local footprint and that no tax clearance certificate is required, please answer the following pre-award questionnaire in the table below: *Please mark the applicable*

No.	Question	Yes	No
1.	Are you a resident of the Republic of South Africa (RSA)?		
2.	Do you have a branch in the RSA?		
3.	Do you have a permanent establishment in the RSA?		
4.	Do you have any source of income in the RSA?		
5.	Are you liable in RSA for any form of taxation?		

column (Yes/No) with an 'X'

If the answer is 'No' to all of the above, then it is not a requirement to obtain a tax clearance certificate / tax clearance system pin code from SARS.

Yours faithfully

For Supplier:

The supplier hereby confirms that the questions above were answered truthfully and were fully understood.

Name	Designation	Signature	Date
Description of goods or services to be supplied			
Company name			
Company registration number			
Telephone number		Fax No. and/or e-mail address	

END OF THE REQUEST FOR PROPOSAL DOCUMENT