



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

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: RFP/TVL/2023/21

**RFP TITLE: PROVISION
OF THE SABC TV LICENCES OPERATIONS OUTSOURCING IN TERMS
OF SECTION 197 OF THE LABOUR RELATIONS ACT 66 OF 1995 FOR
A PERIOD OF FIVE (5) YEARS.**

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	18 October 2023
Bid Documents Available From	National Treasury's tender portal (http://www.etenders.gov.za) SABC Website (http://www.sabc.co.za/sabc/tenders/)
Compulsory Briefing Session Date & Time <i>See Annexure A (Guideline for Briefing Session)</i>	23 October 2023 @ 10h00
Venue / Link for virtual Briefing Session	Join on your computer, mobile app or room device. Click here to join the meeting
Bid Closing Date and Time	21 November 2023 @12h00pm
Contact details	tenderqueries@sabc.co.za
Preference point system	90/10 preferential point system will be applicable

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

ELECTRONIC SUBMISSION

RFPSubmissions@sabc.co.za

Bidders may submit bids in the tender box or electronically until further notice. Refer to Document A for Conditions to be observed when bidding.

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

NB: It is a bidder's responsibility to ensure that all electronic submission links does not have an expiry date. SABC would not be held liable for any bid links that expires.

1. MANDATORY DOCUMENTS

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

MANDATORY DOCUMENT	COMPLY/NOT COMPLY	BIDDERS TO REFERENCE PAGE NUMBER FOR PROVIDED INFORMATION
<p>CLIENTS REFERENCE LETTERS</p> <p>Experienced business process outsource (BPO) company with minimum of 5 years' experience with mid-market enterprises client portfolio and market positioning.</p> <p>Submit reference letters from a minimum of three (3) different clients on the clients' letterhead where the bidder previously provided call centre services, for a minimum of one (1) year.</p> <p>The following information must be included in the submitted reference letters (refer to Reference Letter Template on Annexure B).</p> <p>Each letter/s must meet ALL the following requirements in order to be accepted for evaluation.</p> <p>The reference letter must:</p> <ol style="list-style-type: none"> 1. Be on client's company letterhead 2. Be signed by an authorised client representative 3. Stipulate the client's contact details (name and phone number/email) 4. Not be older than one (1) year by the closing date of this bid. 5. Stipulate the contract period (minimum 1 year) 6. Stipulate services provided. 7. Stipulate whether the bidder met or exceeded contract requirements (as stipulated in Annexure B: Reference Letter Template) <p>Letters that do not meet all of the above requirements will be automatically disqualified.</p>		
<p>Cumulative 5 years of experience in the BPO field as per reference letters provided.</p>		

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

2. REQUIRED DOCUMENTS

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

Note 1:

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

Note 2:

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

- 2.4 Proof of Valid TV License Statement (Company's, Shareholders and all Directors'), or affidavit proving that company and/or officials are not in possession of TV Licence. Verification will also be done by the SABC internally.
- 2.5 Proof of Central Supplier Database (CSD) registration reflecting the CSD Supplier Number (Bidder must be registered in order to do business with the SABC). Verification will also be done.
- 2.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 2.7 Certified copy of Shareholders' certificates.
- 2.8 Certified copy of ID documents of the Directors or Members.
- 2.9 Last three years audited/reviewed financial statements OR the Companies Management Accounts.

NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDER/S WHOM THEIR TAX AND TV LICENCE MATTERS ARE NOT IN ORDER. NO CONTRACT WILL BE AWARDED TO ANY BIDDER WHO IS NOT REGISTERED ON CSD.

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 Bidders may submit bids in the tender box or electronically until further notice as follows:

1.2.1. Tender box submission

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

- Bids must be submitted in one (1) original, two (2) copies of the original or memory stick, by hand and be enclosed in a sealed envelope marked distinctly with the RFP number. All soft copies should be in PDF format and must contain proposal, all completed forms, and attachments. This envelope must indicate the Bid number and the name and delivery address of the Bidder.

1.2.2. Electronic submission:

Bids submitted electronically must adhere to the following:

- The single point of entry is RFPSubmissions@sabc.co.za.
- Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions, or additions.
- Financial/pricing information must be presented in a **separate** attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.
- All electronic submissions must be prominently marked with the full details of the tender in the email subject line namely Bidder's Name, Tender No and Tender Title.
- Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email.

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

1.4 The SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:

- Receipt of incomplete bid
- File size (must not exceed 30mb)
- Delay in transmission or receipt of the bid
- Failure of the Bidder to properly identify the bid.
- Illegibility of the bid; or
- Security of the bid data.

1.5 Bidders must ensure that bids are delivered timeously to the correct address. Bids not received in a specified manner, and by the specified time and date as set out in this RFP document will be rejected. The bid box is generally open 24 hours a day, 7 days a week.

2.0 COMPLIANCE WITH CONDITIONS OF PROPOSAL

2.1 No alteration, amendment or variation of the submitted proposal by the closing date of this bid shall be permitted, unless otherwise agreed in writing by both the SABC and the bidder. Should the bidder desire to make any amendments to the conditions of their proposal document, they shall stipulate upfront in their proposal document. The SABC reserves the right to reject such bid document.

3.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

3.1 All bidders are required to submit bids in accordance with stipulated technical specification as indicated on this bid document. Failure to comply with the required technical specification will result in disqualification.

4.0 SCHEDULE OF QUANTITIES

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

5.0 BID PRICES

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

6.0 SOURCE OF SERVICE AND MATERIAL

- 6.1 In the case of equipment/goods, which are partially or completely designed and/or manufactured in the Republic of South Africa, Bidders shall state the local content percentage.
- 6.2 Documentation certifying the local content percentage shall be submitted.

7.0 ACCEPTANCE OF PROPOSALS

- 7.1 The SABC does not bind itself to accept the lowest or any bid/proposal, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Bidders in the preparation and delivery of its/his/her bid/proposal. The SABC reserves the right to accept a separate bid/proposal or separate bids/proposals for any one or more of the sections of a specification. The SABC also reserves the right to withdraw the bid at any stage.
- 7.2 No bid shall be deemed to have been accepted unless and until a formal contract/ letter of award is prepared and signed.
- 7.3 The SABC reserves the right, should it deem it necessary, to monitor every stage of the contract to ensure:
- that the directors who were awarded the bid are in control of the company and/or that changes in directors does not affect delivery of the goods/services/work adversely;
 - that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
 - that in the event that the bid or any part thereof is to be subcontracted to another company or organisation after the bid was awarded, the Bidders must immediately advise the SABC and the SABC shall approve same as it deems fit;
 - successful delivery of the goods/services/works in terms of the contract, or timeous termination of the contract should such action be in the best interest of the SABC;
 - audit the successful Bidder's contract from time to time.
- 7.4 This bid will remain valid 180 (one hundred and eighty) days from the date of bid closing.

8.0 DEFAULT BY BIDDERS

- 8.1 If Bidders purport to withdraw their bid(s)/proposals within the period for which they have agreed that their bid/proposal shall remain open for acceptance, or fails to enter into a written contract when called upon to do so, or fails to accept an order in terms of the bid, the SABC may, without prejudice to any other legal remedy which it may have, accept their bid(s) notwithstanding the purported withdrawal, or proceed to accept any

other less favourable bid or call for bids afresh and may recover from the defaulting Bidders any additional expense it has incurred for the calling for new bids or the acceptance of any less favourable bid.

9.0 AMPLIFICATION OF PROPOSALS

9.1 The SABC may, after the opening of bids, call on the Bidder to amplify in writing any matter which is not clear in the Bidder's submission and such amplification shall form part of the original bid.

9.2 In the event of the Bidders failing to supply such information within the specified timeframe, the bid will be liable to rejection.

9.3 The SABC reserves the right to:

- not evaluate and award bids that do not comply strictly with this bid document;
- make a selection solely on the information received in the bids;
- enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
- contact any Bidder during the evaluation process, in order to clarify any information, without informing any other Bidders. During the evaluation process, no change in the content of the bid shall be sought, offered or permitted;
- award a contract to one or more Bidder(s);
- accept any bid in part or full at its own discretion; and
- cancel this bid or any part thereof at any time.

Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the SABC and not necessarily on the basis of the lowest costs.

10.0 IMPORT/EXPORT PERMITS

10.1 Bidders are required to include complete information on equipment and/or components requiring export/import permits.

11.0 COST OF BIDDING

- 11.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and the SABC shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

12.0 COMMUNICATION

- 12.1 The SABC has provided a single point of entry for any questions or queries that the Bidder may have. All queries must be submitted in writing and directed to authorised contact person. **Unauthorised communication with any other personnel or member of staff of the SABC, with regard to this bid is strongly discouraged and will result in disqualification of the respective Bidder's bid/proposal submission.**
- 12.2 Should there be a difference of interpretation between the Bidder and SABC; SABC reserves the right to make a final ruling on such interpretation.
- 12.3 The closing time for clarification of queries is 3 (three) days before the deadline for bid/proposal submission. The Bidders should take note that questions together with responses will be sent to all Bidders who attended compulsory Briefing Session.

13.0 AUTHORISED CONTACT PERSONS

- 13.1 All enquiries in respect of this bid must be addressed to:

Tender Office
SCM Division
Radio Park Office Block
Henley Road
Auckland Park
Johannesburg
South Africa
E-mail: RFPSubmissions@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 BBEE points.
- 14.6 QSEs have to comply with all elements.
- 14.7 Start-up enterprises are verified similar to EMEs, but can opt to be rated using the QSE and Generic Scorecard.
- 14.8 QSE with at least 51% black ownership or above are only required to obtain a sworn affidavit on an annual basis with a confirmation of turnover and black ownership.
- 14.9 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that B-BBEE status level certificate under the consortium name is submitted.
- 14.10 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 14.11 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 14.12 A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

15.0 MISREPRESENTATION AND FRONTING IS PROHIBITED

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

It is an offence to misrepresent or provide false information regarding a company's information or engaging in a fronting practice. If there is any contravention of some sought, the SABC may open a criminal and/or civil case/s against the bidder and its directors/members in terms of applicable legislation, and ban the bidder & its directors/members from doing business with the SABC for a pre-determined period.

It is important to note that any proposal that does not conform fully to the instructions and requirements in this RFP may be disqualified.

Suppliers might be required to demonstrate their proposed capabilities by means of a presentation, clear and easily verifiable reference documentation and/or a visit to an existing client site where their capabilities may be demonstrated.

Bids, which do not meet the technical requirements, will not be considered for further evaluation.

END OF DOCUMENT A

DOCUMENT B

GENERAL CONDITIONS OF PROPOSAL

1.0 COMPLIANCE WITH COMPLETION OF PROPOSAL

- 1.1 The bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- 1.2 Bid forms must be signed in the original form; in ink and forms with photocopied signatures or other such reproduction of signature will be rejected.
- 1.3 Should bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bid.
- 1.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Incomplete bids will result in disqualification.

2.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

- 2.1 Unless a departure is clearly stated by the Bidder at the time of bidding, the works shall be taken as complying in detail with the Technical Specifications, and the Bidder shall be held liable on all the terms and conditions of the contract as if this bid contained no departures. Technical specifications contained in any brochures, or any other descriptions submitted shall apply for acceptance test purposes.

3.0 WARRANTY

- 3.1 If there are any defects arising from failure of goods to meet the specifications within the period specified in the contract, the Bidder shall replace the defective items at his expense or shall refund the SABC such costs as the SABC may incur in replacing such defective item. The Bidder shall also bear the cost of transporting replaced/repaired items to the place of destination.

4.0 INSPECTION

- 4.1 The Bidder shall permit and assist the SABC's representatives in carrying out any inspections that are called for in the proposal or specifications.

5.0 PACKAGING

- 5.1 Goods purchased on this bid must be adequately protected and securely packaged during shipment and until delivery at the destination.
- 5.2 Goods must be clearly marked with the Bidder's name, description of contents and the SABC's order number and delivery address.

6.0 RISK

- 6.1 The Bidder will be responsible for losses that SABC incurred due to Bidder's negligence or intention and Bidder must provide Liability Insurance. This will be a condition of contract.

7.0 DELIVERY

- 7.1 Delivery of the professional service will be based on the contractual terms and conditions agreed upon between the service provider and the SABC. Physical delivery will be to the stores of the relevant SABC regional offices, Republic of South Africa based on the contractual terms and conditions agreed upon between the service provider and the SABC.

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 may invalidate a bid.

13.0 RFP SCHEDULE

- 13.1 Bidders will be contacted as soon as practicable with a status update. At this time, short-listed Bidders may be asked to meet with SABC representatives. Bidders should provide a list of persons and their contact details who are mandated to negotiate on behalf of their company.

14.0 ADDITIONAL NOTES

- 14.1 All returnable documents as indicated in the bid form must be returned with the response.
- 14.2 Changes by the Bidder to his/her submission is not allowed after the closing date.
- 14.3 The person or persons signing the bids must be legally authorized by the Bidder to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the bid.
- 14.4 SABC reserves the right to undertake post-bid negotiations with the preferred Bidder or any number of short-listed Bidders.

FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE BID BEING OVERLOOKED.

15.0 DISCLAIMERS

- 15.1 Bidders are hereby advised that the SABC is not committed to any course of action as a result of its issuance of this BID and/or its receipt of a bid in response to it. In particular, please note that the SABC may:
- 15.2 change all services on bid and to have Supplier re-bid on any changes.
- 15.3 reject any bid which does not conform to instructions and specifications issued herein.
- 15.4 disqualify bids after the stated submission deadline.
- 15.5 not necessarily accept the lowest priced bid
- 15.6 reject all bids, if it so deems fit.
- 15.7 award a contract in connection with this bid at any time.
- 15.8 award only a portion as a contract
- 15.9 split the award of the contract to more than one Supplier.
- 15.10 make no award of a contract.

Kindly note that SABC will not reimburse any Bidder for any preparation costs or other work performed in connection with this bid, whether or not the Bidder is awarded a contract.

END OF DOCUMENT B

DOCUMENT C

QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

1. Company's Treasury CSD unique registration reference number.	
2. Have your company been issued with a SARS Compliance Status PIN.	
3. If yes, please provide PIN number. The provision of the PIN will be construed as your permission to SABC Procurement to access your tax status on-line.	
4. Are you registered in terms of section 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act 89 of 1991)?	
5. If so, state your VAT registration number and original current tax clearance certificate to be submitted	
6. Are the prices quoted fixed for the full period of contract?	
7. Is the delivery period stated in the bid firm?	
8. What is the address in the Republic of South Africa where an item of the type offered by you may be inspected preferably under working conditions? (Where Applicable)	
9. What is the approximate value of	

stock in the Republic of South Africa for this particular item? (If required).	
10. Where are the stock held?	
11. What facilities exist for servicing the items offered?	
12. Where are these facilities available?	
13. What are the names and addresses of the factories/suppliers where the supplies will be manufactured and may be inspected, if required?	

*

ALSO INDICATE WHICHEVER IS NOT APPLICABLE

END OF DOCUMENT C

DOCUMENT D
SBD-4
DECLARATION OF INTEREST

1.0 Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2.0 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

¹"State" means –

- a. any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- b. any municipality or municipal entity.
- c. provincial legislature.
- d. national Assembly or the national Council of provinces; or
- e. Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....
.....

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

.....
.....

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

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

4.0 DECLARATION

I, THE UNDERSIGNED (NAME)

.....

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

END OF DOCUMENT D

DOCUMENT E

FUNCTIONAL SPECIFICATION

1.0 INTRODUCTION AND BACKGROUND

The SABC TV Licence is responsible for the management and collection of TV Licence fees. The SABC's remodelling of its corporate structure, is looking to outsource TV Licence operations in accordance with *Section 197 of the Labour Relations Act No.66 of 1995 (LRA)*. This process will also include Information Call Centre. Section 197 of the LRA provides specifically for the transfer of a business and/or the services of the employees.

The supplier may restructure employee contracts after year one subject to legally justifiable reasons i.e., financial circumstances, strategic or operational requirements etc. in accordance with the LRA requirements. This however is in consultation with the affected employees as prescribed in the LRA. Replacement employees do not become SABC employees.

Through this process and in compliance with S197, the staff will be moved with their existing salaries including benefits, therefore bidders are not required to provide quotes for salaries.

The current total staff complement at the time of issuing of this bid is an approximate of 85 permanent employees, operating from SABC Auckland park offices in Johannesburg. Taking note of the natural attrition, the total number of staff that exists at the time of contracting will be transferred to the appointed service provider.

Current staff are all on permanent contract basis. It is important for all bidders to note that the successful bidder must provide equivalent benefits in accordance with S197 of the LRA. The current benefits are as follows:

Leave

- 28 days leave per year - 7 days encashable.
- 30 days sick leave per year
- 5 days family responsibility leave per year
- 6 months maternity leave - first 4 months paid by SABC, 5th and 6th months 33% of salary paid
- 2 weeks paternity leave paid by the business and are they aligned to the government gazette/BCEA
- No additional leave offered to the employees as an added benefit
- Annual leave is carried over (21 days are compulsory leave days that must be taken

Fringe Benefits

- SABC medical aid administered by Medscheme
- SABC Pension Fund administered by Sanlam
- The employee and employer contributions are as follows:
 - Medical Aid 60/40,
 - Pension Fund 14%/6%,
 - Group Life 1% of basic salary Company contribution 50%
- The staff are paid a 13th cheque as their Annual Bonus
- Car allowance of R3143 pm is paid to staff at 300 scale code included in the salary (i.e. Junior management level) -
- No travel Allowance provided
- Overtime is paid in accordance with BCEA. Saturday - time and half. Sundays / Public holidays - double pay.

There is a performance/appraisal system and performance reviews are conducted twice a year. One of the objectives of the restructuring is to improve the quality of service to licence holders, to retain customers and increase TV Licence fees revenue collected using modern technologies available.

The TV Licences Call Centres handle an average of 40 000 calls monthly. The Call Centres are the first point of contact for licence holders and key in improving the collection of TV licence fees. The operations require staff to answer 80% of calls in 20 seconds to ensure that we are easily accessible to licence holders amongst other reasons but mainly to ensure we are able to service licence holders efficiently and effectively.

The key success factor in meeting the service level objectives is the ability to strive for first call resolution. For every interaction with licence holders, employees take the opportunity to collect licence fees using professional communication skills to engage, educate and ultimately ensuring that payment is made by the licence holders.

The TV licence collection value chain is largely based on personal interaction between the employees and a variety of licence holder categories and stakeholders – individual households, businesses, government departments, retailers selling television sets, Debt Collection Agencies, etc.

The SABC requires a service provider with Hybrid model infrastructure that caters for onsite and offsite, subject to approval by appointed Business Process Outsourcing management (Service Provider) working for its TV licence operations.

The Call Centre is supported by technology which are currently managed internally to alleviate call volumes to ensure there is minimum impact of calls abandoned. These systems include IVR, WFM, ACD/PABX, headsets.

2.0 SCOPE OF WORK

2.1 Operating times

The service provider is expected to ensure the main Call Centre is capacitated during the below specified times:

- Monday – Friday 8 to 6pm,
- Saturday 8am to 6pm,
- Sunday and Public holidays 9am to 5pm

2.2 SABC Contact Centre shift rostering Structure

- Main inbound call centre. Monday - Friday 8am - 6pm.
- Two shifts i.e. 8am - 4:30pm and 9:30am - 6pm.
- Weekend overtime Saturday 8am - 6pm (staggered short / long shift)
- Sunday and public holidays 9am - 5pm.
- The other business units call centres and back-office operations operating hours are Monday - Friday 7:30am - 4pm and 8am - 4:30pm
- No weekend overtime for these business units

2.3 Services Required

The following is an indicative list of services that need to be provided for Inbound and/Outbound call centres. The required languages skillset is English and Afrikaans with African languages being an advantage. Multi-skilling (a staff member utilised in different business units) is encouraged.

2.3.1 Outsourcing inbound, outbound, correspondence (back-office processing) personnel

Based on the current business units/business processes, the resources to be outsourced are:

- Inbound Call Centres (28 employees)
- Information Centre (2 employees)
- Operations (current accounts collections – 14 employees)
- Retailer Accounts (7 employees)
- Business Accounts (1 employees)
- Quality Assurance (3 employees)
- Client Liaison (1 employee)
- Correspondence (back office – 18 employees)
- Logistics (6 employees)
- Debt Collection support (3 employees)
- Systems (2 employees).
- Policies and procedures are in place to enforce discipline
- Provision of continuous relevant training to staff
- Ensure signed employment contracts with employees are in place
- Ensure collation of employee personal information
- Continuously manage employees' performance to ensure service deliverables and revenue budgets are achieved
- Continuous management of employees in accordance with all legislative requirements including but not limited to LRA, Skills Development Act etc.

2.3.2 Inbound Call Centres

- Multi-skilling (same agent to service multiple call skills)
- Debt collection support to SABC external suppliers
- Retail support through the validation Call Centre
- First time resolution of TV Licence queries
- Ensuring adherence to industry Call Centre standards
- Workforce Management
- Report on different call types/groups for the different categories
 - Balance enquiries
 - TV licence payment queries
 - Pay point information
 - Updating and/or changing account details
- TV Licence general households, business and retailer queries
- Generate and distribute statements for TV Licence accounts to TV Licence holders

2.3.3 Information Centre

- Respond to general information requests on SABC channels, programmes & schedules.

2.3.4 Outbound Call Centre

- Ensuring adherence to the following Call Centre standards
Service Levels – 80%
 - AHT – Average handling time – 2 min
 - Schedule Adherence – Start time, end times Breaks / Lunch
 - AUX – Availability (minimum 15 minutes)
 - Staffed time / Productive hours – 7:30 (7hrs & 30 min)
 - Quality target – 80%
- Workforce Management
- Generate and distribute statements for TV Licence accounts to TV Licence holders
- Achievement of cash collection targets as per the SLA

2.3.5 Correspondence and back offices

- Respond to written communication on the following mediums: Emails, letters, Online/ web-based queries)
- Achievement of turnaround time (response) targets for all correspondence processing as per the SLA
- Updating TV Licences account information

2.8 Quality Assurance & Client Liaison

- Quality management
- Achievement of evaluation and reporting targets as per the SLA
- Review quality management processes and implement changes.
- Coaching staff
- Generate and submit weekly and monthly reports.

2.3.6 Systems

The outsourced company will be required to:

- Provide technical support for all TV Licence operational systems in place:
 - Mainframe (TV Licences Debtor System)
 - Document Management Solution
 - Customer Interaction Manager (CIM)
 - Call Centre solution

2.3.7 Infrastructure and Technology

- Cloud-based multi-channel Contact Centre solution (predictive diallers, Voice, SMS, E-mail, WhatsApp, webchat or equivalent functions)
- Call centre solution availability which must be 99% uptime
- Archiving of call recordings for the duration of the contract
- Automatic Call Distribution (ACD routing of calls)
- Interactive Voice Response (IVR)
- Workforce Management (quality assurance reporting and scoring capabilities)
- Multi-channel recording (Voice & Screen)
- Ability to create Skill Groups
- Quality Management application to measure how the call centre agents adhere to internal code of conduct, policies and procedures that are meant to provide a quality service; and to give insight into the call centre performance.
- The system should generate the following downloadable reports in PDF format
 - Call Centre performance reports
 - Call Centre Agents quality reports
 - Number of calls received, dropped, calls answering rate and the service level (%)
 - Root cause analysis for dropped calls and corrective measures
 - Ad-hoc customisable reports
- For purposes of integration between contact the Contact Centre solution and the internal back-end systems, the SABC will advise on free mainframe emulators available on the market for bidder to install. SABC will also provide the bidder with Usernames and Passwords to access the TV Licences Debtor System (TVDP)
- Provide appropriate office space & infrastructure for employees (computers with all MS Office basic requirements - USB port lockdown-Only one port for headset, sufficient fibre point-to-point connection, office print solution, network access, remote working solution)
- Ability to integrate with three (3) existing core TV Licences systems such as the TV Licences Debtor System (hosted on an IBM z/OS Mainframe), Customer Interaction Manager (CIM)

system (developed in Microsoft C#) and the internal Document Management Solution. These 3 systems are hosted at SABC data centre (VPN connection will be provided)

- Robotic Process Automation (capability to identify and automate existing manual processes) and/or Artificial Intelligence development tools (capability to introduce possible artificial intelligence in the TV Licence process environment).
Introduction of this value-added service can be discussed post appointment.
- Remote monitoring of call centre services levels in real-time via wall-mounted screens and dashboards
- Internet line with minimum bandwidth of 40Mbps assigned to SABC
- Store and archive all call recordings for the duration of the contract and post the contract in terms of the Companies Act, no 71 of 2008 and Companies Regulations 2011.
- Provide Disaster Recovery Plan and OHS showing emergency drill plans which must include 100% of staff requirement.

3.0 ADDED SERVICES DELIVERABLES

The SABC's internal structure will provide support to suppliers, monitor and manage performance, set strategic aims for TV Licences, manage risks to the SABC, report on performance, conduct legislative reviews and research, handle procurement processes and administer all matters related to TV Licences collection processes. The SABC will provide the following:

- TV Licence training on train the trainer basis.
- TV Licence product knowledge training
- TV Licence User Manuals
- Training on TV Licence Regulations and the Broadcasting Act
- TV Licence standard operating procedure manual
- SABC email account for distributing of TV Licence statements.
- Technical Documentation for interface/ integration requirements
- Main call centre number

In collaboration with the client, the Service Provider operations management must provide the following additional services:

- Provide support to the SABC on all strategies developed to collect TV Licence fees
- Ensure SABC's revenue objectives are achieved through TV Licences operations.
- Successful implementation of projects
- Ensure continuous liaison with the SABC's representatives.
- Submit monthly and quarterly reports as required by the SABC on performance.
- Facilitate and manage the submission of invoices timeously to the SABC for payment.
- Adhere to the agreed contractual obligations and operational SLA.

- Attend weekly, monthly, and quarterly meetings with the SABC.
- Training of staff.
- Provide the SABC with access to call centre monitoring reports to be displayed internally on strategically placed monitors.
- Have an Information Security Policy in place.
- Have a Password or System Access Control Policy in place.

4.0 CONTRACT PERIOD

The Contract period of five (5) years.

5.0 EVALUATION CRITERIA

Bidders should note that only bidders who meet the Mandatory Requirement of the bid will be evaluated further using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the SABC's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

The bid responses will be evaluated on 90/10-point system (refer document G) and the functionality will be evaluated based on the criteria below:

5.1 Paper base stage 1 Evaluation Criteria

Evaluation Area	Evaluation Criteria	Minimum Points	Max Points
Previous Contact Centre performance	<p>Contact Centre performance on a minimum of 30 000 monthly calls, with the ability of scaling up capacity, within the last three (3) years from the date of closing of this bid</p> <ul style="list-style-type: none"> • System generated Contact Centre performance service level reports in PDF format illustrating achievement of an average of 80% or above performance service level target for over a consecutive twelve-month period. (10 points) • System generated report in PDF format reflecting a minimum of: <ul style="list-style-type: none"> ○ 30 000 calls received (20 points) ○ an average of 95% of the answered calls for a period of twelve consecutive months (10 points) 	30	40
Contact centre solution	<p>Cloud-based omni-channel Contact Centre solution including technology available to monitor Call Centre activities onsite as well as remotely, including service levels, administration work performed in real time.</p> <p>Complete Contact Centre Solution Functional Evaluation (annexure C) indicating in detail the capability of the solution to satisfying the following system functionality</p> <ul style="list-style-type: none"> ➤ Call centre solution availability which must be 99% uptime (5 points) ➤ Archiving of call recordings for the duration of the contract (5 points) 	45	55

	<ul style="list-style-type: none"> ➤ Automatic Call Distribution (ACD routing of calls) (4 points) ➤ Interactive Voice Response (IVR) (4 points) ➤ Workforce Management (quality assurance reporting and scoring capabilities) (5 points) ➤ Multi-channel recording (Voice & Screen) (5 points) ➤ Ability to create Skill Groups (5 points) ➤ Quality management application to measure how the call centre agents adhere to internal code of conduct, policies and procedures that are meant to provide a quality service; and to give insight into the call centre performance. (5 points) ➤ The system should generate the following downloadable reports in PDF format <ul style="list-style-type: none"> ○ Call Centre performance reports (2 points) ○ Call Centre Agents quality reports (2 points) ○ Number of calls received, dropped, calls answering rate and the service level (%) (2 points) ○ Root cause analysis for dropped calls and corrective measures (2 points) ○ Ad-hoc customised reports (2 points) ➤ Post call rating for consumer satisfaction (2 points) 		
IT Infrastructure and Work/office space	<p>Availability of furnished, equipped, serviced office and co-working space for 85 agents to cater for the SABC TV Licence requirements:</p> <ul style="list-style-type: none"> • appropriate office space & infrastructure for employees computers with all MS Office basic requirements, workstations, office chairs and headsets (7 points) • Access to office print solution (2 points) • Network access (2 points) • Remote working solution (5 points) • UPS to ensure business continuity during power outages (5 points) • Provide Disaster Recovery Plan (5 points) • Capability of call centre solution to integrate with three (3) existing core TV Licence systems such as TV Licence Debtor System (developed and hosted on an IBM z/OS Mainframe), Customer Interaction Manager (CIM) system (developed in a Microsoft C#) and the internal Document Management Solution. (10 points) • Remote monitoring call centre service levels in real-time via wall-mounted screens and dashboards. (2 points) • Internet line with minimum bandwidth of 40Mbps assigned to SABC (5 points) • Store and archive of all call recordings for the duration of the contract and post the contract in terms of the Companies Act, no 71 of 2008 and Companies Regulations 2011. (2 points) 	40	45

TOTAL POINTS		115	140
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Paper based 1 Evaluation Criteria

Bidders who do not meet the set threshold of **115 points** will be disqualified for further evaluation. Qualified bidders will be evaluated on paper-based stage 2 of evaluation.

5.2 Paper based stage 2 Evaluation Criteria

Evaluation Area	Evaluation Criteria	Mandatory Min Points	Max Points
Experienced Account Manager	<p>A CV/Profile of an Account manager dedicated for SABC project with minimum of five (5) years Customer Services management experience in both Call Centre and Back Office in the Contact Centre industry including certified qualifications.</p> <ul style="list-style-type: none"> • Less than 5 years without qualification= (0 points) • Less than 5 years with qualification= (0 points) • 5-7 years account management experience in contact centre industry with qualification = (7 points) • Greater than 7 years account management experience in contact centre industry with qualification = (10 points) 	7	10
Project Plan	<p>Provide project plan in a form of a Gantt chart or similar illustrating from inception to implementation timelines demonstrating bidders understanding of the scope of work.</p> <p>Points will be allocated for inclusion of the minimum list of the deliverables as well as the indication of period required to deliver the project. Both will be allocated points based on the following rating:</p> <p>0 points = no project plan submitted 5 points = plan submitted partly includes the deliverables as listed below. 10 points = plan submitted includes all the deliverables as listed below.</p> <p>5 points = plan indicated completion in a period of greater than 10 weeks but not exceeding 12 weeks. 10 points = plan indicated completion in a period of not less than 8 weeks and not exceeding 10 weeks.</p> <p>The project must be completed within a period not exceeding 12 weeks and MUST include but not be limited to the following minimum deliverables.</p> <ul style="list-style-type: none"> • Initiation stage <ul style="list-style-type: none"> ○ Client engagement ○ Composition of project team ○ Securing of premises and infrastructure • Process of staff employment contracts • Staff Induction to BPO company • System readiness of integration with SABC system 	10	20

	<ul style="list-style-type: none"> IT Infrastructure and Work/office space Training on call centre solution/system Contingencies Go live date (Implementation) 		
TOTAL POINTS		17	30

Paper base stage 2 Evaluation Criteria

Bidders who do not meet the set threshold of **27 points** will be disqualified for further evaluation. Qualified bidders will be evaluated on Site Inspection.

5.3 Site Inspection Evaluation Criteria

Evaluation Area	Evaluation Criteria	Mandatory Min Points	Max Points
Premises	<p>Demonstration of a suitable and conducive office premises and ergonomics for employees</p> <ul style="list-style-type: none"> in access-controlled area (3 points) lighting, workstations, desk (5 points) computer, telephony peripherals and connectivity capability (7 points) <p>Bidders to provide utility bill with offices within Gauteng boundaries</p>	15	15
Contact centre solution	<p>Cloud-based omni-channel Contact Centre solution including technology available to monitor Call Centre activities onsite as well as remotely, including service levels, administration work performed in real time.</p> <p>Demonstrate how the call centre solution caters for the following functionalities:</p> <ul style="list-style-type: none"> ➤ Archiving of call recordings (5 points) ➤ Automatic Call Distribution (ACD routing of calls) (5 points) ➤ Interactive Voice Response (IVR) (5 points) ➤ Workforce Management (quality assurance reporting and scoring capabilities) (5 points) ➤ Multi-channel recording (Voice & Screen) (5 points) ➤ Creation of Skill Groups (5 points) ➤ Quality management application (5 points) ➤ The system should generate the following downloadable reports in PDF format. <ul style="list-style-type: none"> ○ Call Centre performance reports (2 points) ○ Call Centre Agents quality reports (2 points) ○ Number of calls received, dropped, calls answering rate and the service level (%) (2 points) ○ Root cause analysis for dropped calls and corrective measures (2 points) ○ Ad-hoc customised reports (2 points) 	35	45

IT Infrastructure and Work/office space	<p>Availability of furnished, equipped and serviced office and co-working space for agents.</p> <ul style="list-style-type: none"> • Access to office print solution (2 points) • Network access (1 points) • Remote working solution (5 points) • UPS to ensure business continuity during power outages (5 points) • Provide Disaster Recovery Plan and OHS showing emergency drill plans (5 points) • Remote monitoring call centre levels in real-time via wall-mounted screens and dashboards. (2 points) 	16	20
Total		66	80

Threshold for Site Inspection

Bidders who do not meet the set threshold of **66 points** will be declared non-responsive and will be eliminated from further evaluation. Bidders who qualify will be evaluated on Price and Specific Goals.

6.0 PHASE 3 - PRICE AND SPECIFIC GOALS

The bid responses will be evaluated on the 90/10 preference point system.

7.0 FINANCIAL STABILITY

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

Respondents are required to submit their audited financial statements / management accounts for the past 3 years with their Proposal/Bid in order to enable the SABC to establish financial stability as follows:-

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

8.0 OBJECTIVE CRITERIA

8.1 The SABC reserves the right not to consider proposals from bidders who are currently in litigation with the SABC.

8.2 The SABC further reserves 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.

8.3 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.

8.4 The SABC reserve the right not to award this tender to any bidder who fails the financial stability assessment.

8.5 No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.

8.6 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

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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

ANNEXURES TO DOCUMENT E:

ANNEXURE B: REFERENCE LETTER TEMPLATE

**ANNEXURE C: CONTACT CENTRE SOLUTION FUNCTIONAL EVALUATION
SUBMISSION**

ANNEXURE D: COST MODEL

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 tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

- 1.0 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- a) The **90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.1 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.2 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

Source Documents to be submitted with the Bid or RFQ

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who

acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

END OF DOCUMENT G

DOCUMENT H
SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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)? Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

END OF DOCUMENT H

DOCUMENT I

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(RFP Title: RFP/TVL/2023/21 Provision of SABC TV Licences outsourcing in terms of section 197 of the Labour Relations Act 66 of 1995 for a period of five (5) years)

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 _____ 2023

NAME OF COMPANY _____

NAME OF THE SIGNATORY (IES) _____

CAPACITY: _____

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

WITNESSES:

1. _____

2. _____

BIDDER

END OF DOCUMENT J

END OF THE REQUEST FOR PROPOSAL DOCUMENT

ANNEXURE A: GUIDELINE FOR NON-BRIEFING SESSION

- The briefing session meeting will be arranged by means of an online session using the Microsoft TEAMS. Find below the link:-

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

- On the date and time of the briefing session, bidders will join via Microsoft Teams or similar enablers to attend the online briefing session meeting.
- On joining the meeting, bidders must join as their company names.
- Bidders who are unable to connect via Microsoft TEAMS or similar enablers are requested to submit their queries related to the bid via email. The aforementioned process will follow
- The dates and times of the briefing sessions is advertised on the National Treasury E-Tender Portal and the SABC Website.
 - All queries and responses from the various briefings sessions will be consolidated into a schedule of questions and answers and communicated by publishing on the National Treasury E-Tender Portal and the SABC Website.

ANNEXURE B: REFERENCE LETTER TEMPLATE

The Bidder is recommended to use the attached reference letter template to obtain clear and easily verifiable references in response to the bid requirements.

This reference letter format is not to be completed by the bidder, but it is to be completed by the clients of the bidder who is bidding for this project giving reference to their level of the service rendered in either their current or previous project.

IT IS RECOMMENDED THAT THIS LETTER BE COPIED AND PASTED ON THE LETTERHEAD OF THE CLIENT/S OF THE BIDDER and must be completed by the client and NOT by the bidder.

REFERENCE LETTER:

Title: Provision of SABC TV Licence Operations Outsourcing in terms of section 197 of the Labour Relations Act 66 of 1995 for a period of five (5) years.

Bid Number: RFP/TVL/2023/21

REFERENCE LETTER FORMAT			
	Clients Letterhead		
	Clients Legal Name		
	Name of the company you are giving reference about		
Bid Number (optional)			
Bid Description:			
Describe the Services above and the duration (<i>minimum 1 year</i>) on the company provided to your organisation.			
Average number of calls per day			
Service period (start date)			
Service period (end date)			
Project Cost (Optional)			
<i>Please rate the above bidder according to the following Criteria by ticking column and providing comments / details: (Optional)</i>			
Criteria (Optional)	Not meet requirements	Meets requirements	Exceeds requirements

1. Based on the above stated criteria, rate the Overall Satisfaction with bidder				
Comments (optional)				
Completed by:				
Signature:				
Company Name:				
Position:				
Contact Telephone Number:				
Date:				



ANNEXURE C: CONTACT CENTRE SOLUTION
FUNCTIONAL EVALUATION SUBMISSION

Bidder's functional capabilities for the Contact Centre Solution requirement.

No.	Functional requirement description	Response (Y/N)	Detailed information of proposed function	Product Catalogue Page ref (if applicable)
1.	Contact Centre Solution availability (99% uptime)			
2.	Call recording and archiving			
3.	Automatic Call Distribution (ACD)			
4.	Interactive Voice Response (IVR)			
5.	Workforce Management			
6.	Multi-channel recording (voice & screen)			



7.	Skill Group creation			
8.	Quality Assurance (quality evaluation & reporting)			
9.	Reporting facility (PDF format download & print) <ul style="list-style-type: none"> • Call Centre performance (service levels) • Agent quality performance • Call volumes (received, answered & abandoned) • Root-cause analysis • Ad-hoc customizable reports 			
10.	Post-call rating (customer satisfaction)			
11.	Predictive dialling			

Completed by:	
Signature:	
Contact Centre Service Provider Name (Bidder):	
Position:	
Contact Telephone Number:	
Date:	

**ANNEXURE D: COST MODEL**

Description/Position	Position level/Scale code	CTC Package (R)	Total capacity/staff complement	Management fee (%)	Management fee (R)	Total cost Excl. VAT	Total cost Incl. VAT
Inbound call centre agents	405	371,489	27				
Information centre agents	404	437,842	2				
Logistics clerks	404	437,842	5				
Custome	406	323,035	1				
Administrators	403	513,776	38				
Supervisors/Coordinator	401	665,733	5				
Supervisors/Coordinator	402	573,252	1				
Client Liaison officer	402	573,252	1				
Quality assuror (Junior)	402	573,252	1				
Quality assurors (Senior)	300	861,173	2				
System Administrator	402	573,252	1				
Paypoint Administrator	403	513,776	1				
Any other costs (bidder to specify description of cost/s)							
Total Excluding VAT							
VAT @ 15%							
Total Including VAT							
Year 1							
Year 2 escalation (specify %)							
Year 3 escalation (specify %)							
Year 4 escalation (specify %)							
Year 5 escalation (specify %)							



Management fee cost to include but should not be limited to the following:

- IT infrastructure cost
- Office space to cater for the 88 staff, including all office furniture and computer equipment with all MS Office basic requirements
- Remote working solution (work from home)
- Printer solution
- Network Solution
- Server infrastructure
- Connectivity to SABC
- Call and messaging charges
- Storage Capacity for archiving of call recordings



TENDER PRICE SUMMARY

ALL-INCLUSIVE TENDER PRICE

Bidders must provide a detailed monthly cost breakdown to SABC TV Licence Operations Outsourcing in terms of section 197 of the Labour Relations Act 66 of 1995 for year one, with projected yearly increases and savings for all subsequent years up to period of year five (5) that must indicate:

- a) All fees,
- b) Management fee Costs
- c) Any other cost relating to the successful complete delivery of the TV Licence Operations Outsourcing.

Bidders must additionally provide the total cost to SABC TV Licence Operations Outsourcing in terms of section 197 of the Labour Relations Act 66 of 1995 for a period of five (5) years. Failure to provide this total cost may result in the bid not being accurately evaluated. Pricing must be provided in South African currency, ZAR. The total cost of project MUST be inclusive of VAT @15%. This total cost must be reflected as below:

SUBTOTAL

R

VAT @ 15%

R

GRAND TOTAL

R