



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

**REQUEST FOR PROPOSAL (RFP)**

**RFP NUMBER: RFP/TVL/2023/35**

**RFP TITLE: THE APPOINTMENT OF ONE (01) DEBT COLLECTION AGENCY AND TWO (02) BACK-UP DEBT COLLECTION AGENCIES TO A PANEL, TO COLLECT ARREAR TV LICENCE FEES FOR A PERIOD OF FIVE (05) YEARS.**

**EXPECTED TIMEFRAME**

<b>BID PROCESS</b>	<b>EXPECTED DATES</b>
Bid <b>Advertisement Date</b>	<b>15 January 2024</b>
Bid Documents Available From	National Treasury's tender portal ( <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> ) SABC Website ( <a href="http://www.sabc.co.za/sabc/tenders/">http://www.sabc.co.za/sabc/tenders/</a> )
Non-compulsory Briefing Session Date & Time <i>See Annexure A (Guideline for Briefing Session)</i>	<b>24 January 2024 @ 10h00-11h00 AM</b>
Venue / Link for virtual Briefing Session	Microsoft Teams meeting <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> Meeting ID: 312 169 892 803 Passcode: UNSuKx <a href="#">Download Teams</a>   <a href="#">Join on the web</a>
Bid <b>Closing Date</b> and Time	<b>09 February 2024 at 12h00 Noon</b>
<b>Contact details</b>	<a href="mailto:tenderqueries@sabc.co.za">tenderqueries@sabc.co.za</a>
<b>Preference point system</b>	<b>90/10 preference point systems</b>

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

**BIDS DELIVERY:**

**Bids must be lodged in the:**

**SABC's Tender Box  
SABC Office  
Radio Park  
Henley Road.  
Auckland Park  
Johannesburg**

**OR**

**ELECTRONIC SUBMISSION**

**[RFPSubmissions@sabc.co.za](mailto: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.**

## **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.**

<b>MANDATORY REQUIREMENT</b>		<b>COMPLY/ NOT COMPLY</b>
	Proof of valid law society membership – Applicable to Law Firms only	
	Proof of valid Debt Collector Council membership – Applicable to Debt Collection Agencies only	
	Proof of valid Fidelity Fund Insurance Cover - Applicable to Law Firms only	

**NON-SUBMISSION OF ANY OF THE ABOVE 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 THE CENTRAL SUPPLIER DATABASE (CSD).**

## **C O N T E N T S**

<b>DOCUMENT A:</b>	CONDITIONS TO BE OBSERVED WHEN BIDDING
<b>DOCUMENT B:</b>	GENERAL CONDITIONS OF THE BID/PROPOSAL
<b>DOCUMENT C:</b>	QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING
<b>DOCUMENT D:</b>	DECLARATION OF INTEREST
<b>DOCUMENT E:</b>	FUNCTIONAL SPECIFICATIONS
<b>DOCUMENT F:</b>	CONFIDENTIALITY
<b>DOCUMENT G:</b>	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017- SBD 6.1
<b>DOCUMENT H:</b>	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - SBD 8
<b>DOCUMENT I:</b>	CERTIFICATE OF INDEPENDENT BID DETERMINATION SBD 9
<b>DOCUMENT J:</b>	ACCEPTANCE OF CONDITIONS OF BID
<b>DOCUMENT K:</b>	VENDOR FORM (SABC SUPPLIER/VENDOR REGISTRATION FORM) - (ATTACHED SEPARATELY) / PLEASE ALSO REGISTER ON CENTRALISED DATA BASE - <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>

## **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 and 1 (one) 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](mailto:RFPSubmissions@sabc.co.za).
- Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions or additions.
- 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.

1.3 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.

1.4 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:
  - 7.3.1 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;
  - 7.3.2 that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
  - 7.3.3 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;
  - 7.3.4 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;
  - 7.3.5 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:
  - 9.3.1 not evaluate and award bids that do not comply strictly with this bid document;
  - 9.3.2 make a selection solely on the information received in the bids;
  - 9.3.3 enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
  - 9.3.4 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;
  - 9.3.5 award a contract to one or more Bidder(s);
  - 9.3.6 accept any bid in part or full at its own discretion; and
  - 9.3.7 cancel this bid or any part thereof at any time.
- 9.4 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](mailto:RFPSubmissions@sabc.co.za)

## **14.0 BROAD-BASED ECONOMIC EMPOWERMENT**

- 14.1 According to the 2013 B-BBEE Revised Coded 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 will be to the SABC Auckland Park, Johannesburg, Republic of South Africa. The contractual delivery date must be strictly complied with and each delivery must be preceded or accompanied by delivery note. If delivery does not take place within the period stipulated, the SABC may cancel the contract concluded with the bidder without further notice to the Bidder and with immediate effect without prejudice to any other course of action available to the SABC to recover any damages out of such delay. Receipt of the goods by the SABC will not be regarded as acceptance thereof until the goods have been acceptance tested in compliance with the Technical Specifications.

## **8.0 PAYMENT**

- 8.1 Payment, in currency other than South African Rand, will be made by means of a telegraphic or wired bank transfer.

The Bidder must provide:

- Name and address of their bank.
- Company account number to be credited.
- Sort/swift code of bank.

- 8.2 The SABC's standard payment terms are 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 deem fit
- 15.7 award a contract in connection with this bid at any time
- 15.8 award only a portion as a contract
- 15.9 split the award of the contract to more than one Supplier
- 15.10 make no award of a contract.

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

**END OF DOCUMENT B**

**DOCUMENT C****QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING**

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned. State the page number clearly and ensure the below order is followed in the response. Should annexures be referred to kindly ensure the annexures are indeed submitted.

<b>1. Company's Treasury CSD unique registration reference number.</b>	
<b>2. Have your company been issued with a SARS Compliance Status PIN.</b>	
<b>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.</b>	
<b>4. Are you registered in terms of section 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act 89 of 1991)?</b>	
<b>5. If so, state your VAT registration number and original current tax clearance certificate to be submitted</b>	
<b>6. Are the prices quoted fixed for the full period of contract?</b>	
<b>7. Is the delivery period stated in the bid firm?</b>	
<b>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)</b>	

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, shareholder<sup>2</sup>):

.....

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.

<sup>1</sup>"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.

<sup>2</sup>"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.**

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

**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 SPECIFICATIONS

#### 1. Background

The SABC is South Africa's national public broadcaster. Its objective is to provide a comprehensive range of distinctive programmes and services with the view to inform, educate, entertain, support and promote cultural cohesion in all eleven official languages.

Its principal activities comprise of television and radio broadcasting utilising eighteen radio stations and Channel Africa, three free-to-air (FTA) television channels and one pay TV channel.

The core business of TV Licences is to optimise public funding potential for the SABC's Public Service Broadcasting mandate through the effective and efficient collection and management of television licence fees.

The SABC's TV Licences Division has outsourced debt collection of TV Licence fees.

The **collection of television licence fees** is governed by Section 27 of the *Broadcasting Act, no 4 of 1999, as amended* read with the TV Licences *Regulations published in the Government Gazette No.25959, 28 January 2004*. The Act stipulates that TV licence revenue may be used only for the SABC's public service mandate.

In order to meet these requirements, the SABC has identified the opportunity to engage with a panel of service providers that will assist in the collection of overdue TV licence fees in order to facilitate compliance of households, business and dealers entities for television licences nationwide.

The television licence debt book consists of high-volume, low value accounts. The current mode of collection is soft collections and does not include litigation. Payment to service providers is made on a contingency basis, i.e. commission is paid only on successful collection. Collection actions are conducted by the service provider at their own cost.

#### 2. OPPORTUNITY OVERVIEW

SABC seeks to invite proposals from one (1) Debt Collection agency and two (02) back-up agencies with necessary competencies, resources, technology infrastructure with five (05) years debt collection experience to collect outstanding TV licence fees on behalf of the SABC. The television licences debt book is segmented into the different debt books based on the age analysis of the debt. The successful agencies will be required to collect on all four books listed below (green, blue, yellow and red).

DEBT BOOK	AGE ANALYSIS	RETENTION PERIOD	AVERAGE BALANCE
Green book	60 days to 12 months old	6 Months	R528
Blue book	12 months to 36 months old	12 Months	R1,400



Yellow book	36 months to 60 months old	12 Months	R2,500
Red book	60 months plus	12 Months	R6,800

COMMISSION PAYABLE PER BOOK:

BOOK	COMMISSION RATE EXCL VAT
GREEN	18.50%
BLUE	20.00%
YELLOW	21.00%
RED	22.00%

NB: Commission rates will capped at the above rates per book taking into consideration collection costs that are feasible when conducting campaigns on the TV licence product.

***The average volume of handovers per Debt Collection Agency ranges between 50,000 to 100,000 matters depending on the number of licence holders that fail to renew their TV Licence. The TV Licence product is a high-volume low value product.***

### 3. SCOPE OF WORK

SABC seeks to appoint a panel of debt collection agencies to assist with the collection of arrear TV Licence accounts for the corporation.

### 4. REQUIREMENTS

#### 4.1 Expected Deliverables

The statements below indicate how the relationship between the SABC and the service provider will be managed.

- The service provider must provide the SABC with a key contact person.
- The key contact person must be in a position to attend regular monthly operational meetings and quarterly financial review meetings.
- The actions of the service provider and collection agents employed by the service provider will be managed by an agreed upon service level agreement (SLA).
- The service provider and collection agents will be required to adhere to the SABC's Code of Conduct.
- The service provider will be required to comply with the Broadcasting Act, no 4 of 1999, as amended, POPIA, as well as the Debt Collection Act.
- The service provider and collection agents will at no stage be allowed to comment on or make statements regarding the SABC, to the media or any other third party.
- The service provider is required to protect the image, the assets and intellectual property of the SABC and will as such be required to exercise due care and due diligence when delivering against the mandate as prescribed by the SABC.
- It will be the responsibility of the service provider to ensure that all agents and employees are in possession of valid SABC Television Licences. The SABC will

perform reviews in order to ensure that this requirement is met. The service provider will be held responsible and liable for the actions of its employees, independent contractors and any third-party related to the Base Services in the Service Level Agreement.

- i) The SABC will conduct regular reviews and audits into the operations of the service provider and its employees in order to confirm adherence to the SABC policies and procedures.
- j) The service providers are expected to keep all information exchanged with SABC confidential.
- k) The service provider is required to achieve the revenue targets given by SABC.
- l) The service provider is expected to have sufficient call centre staff capacity to cater for the high volumes.

#### **4.2 Functions of the Service Provider and Collection Agents**

- a. Service providers will under no circumstances be allowed to provide licence holders with their bank details. All TV Licence collections must be paid by the Licence Holders directly to the SABC and not to the Debt Collection Agency.
- b. Collection agents will be required to advise, inform and educate defaulters on certain aspects of the governing legislation around the payment of television licences.
- c. Collection agents will be required to advise, inform and educate defaulters on available payment mechanisms, timeframes for payment, query mechanisms (e.g. TV Licence pay points available nationwide and online payment platforms).
- d. Collection agents must understand and be trained to initiate all available mechanisms for dealing with defaulters, i.e. penalties, escalation to the SABC.
- e. Training in terms of the policies and procedures of the SABC, TV Licence product, governing legislation, the issuing of penalties and escalation mechanisms will be provided to the service provider/s by the SABC. This training will be based on the Train-the-Trainer approach. It will be the responsibility of the service provider/s to facilitate the training of relevant staff.

#### **4.3 Submissions and reporting**

- a) The frequency of reporting and submissions to the SABC will be dependent on the type of information being transferred. The SABC may require the daily transfer of information in certain instances.
- b) All file transfers to and from the SABC must be facilitated electronically. The minimum requirement in this regard is the usage of a point-to-point protocol.

### **5. MINIMUM TECHNICAL REQUIREMENTS**

#### **5.1. Network Technology**

Use of a point-to-point connection protocol to transfer files over a secure internet line is the minimum requirement for the exchange of information between the service provider and the SABC.

- a. Point-to-Point Protocol (PPP) is a data link layer communications protocol used to establish a direct connection between two nodes (e.g.) SABC and service provider (Debt Collection Agency). Recommendation is Fibre Optic. It connects two routers directly without any host or any other networking device in between. Files will be

transferred back and forth via SFTP (Secure File Transfer Protocol). SFTP is a version of FTP that encrypts any commands and data transfers, helping keep passwords secure and sessions private.

- b. The service provider will carry the link connection cost between itself and the SABC. The recommended minimum Point-to-Point Metro Ethernet fibre line required is 10 Mbps.
- c. The SABC will dictate file formats. Format of files will be in text format which will be Text Files (*comma delimited*). All files will have a Header and a Trailer.

**5.2. The current network infrastructure will therefore remain transparent to service providers.**

***NB: Detailed documentation on format will be provided to the successful service providers.***

**a. Back-up Power Supply (UPS)**

- Evidence of the secondary (back-up) power supply in the case of main power supply interruptions.

**b. Secure File Transfer Protocol (SFTP) Server**

The service provider to provide in detail the file transfer methodology for the protection of the SABC data as follows:

- Access control where servers are kept.
- Controlled room temperature where servers are kept.
- Server backed up – identify your backup procedure.

**c. Disaster Recovery and Business Continuity Planning**

**5.3. IT Recovery Strategies**

Recovery strategies for Information technology (IT) systems, applications and data. This includes networks, servers, desktops, laptops, wireless devices, data and connectivity. Priorities for IT recovery should be consistent with the priorities for recovery of business functions and processes that were developed during the business impact analysis. IT resources required to support time-sensitive business functions and processes should also be identified. The recovery time for an IT resource should match the recovery time objective for the business function or process that depends on the IT resource.

Information technology systems require hardware, software, data and connectivity. Without one component of the “system,” the system may not run. Therefore, recovery strategies should be developed to anticipate the loss of one or more of the following system components:

- a. Computer room environment (secure computer room with climate control, conditioned and backup power supply, etc.)
- b. Hardware (networks, servers, desktop and laptop computers, wireless devices and peripherals)
- c. Connectivity to a service provider (fibre, cable, wireless, etc.)
- d. Software applications (electronic data interchange, electronic mail, enterprise resource management, office productivity, etc.)

#### **5.4. Data and restoration**

Some business applications cannot tolerate any downtime. They utilize dual data centres capable of handling all data processing needs, which run in parallel with data mirrored or synchronized between the two centres.

##### ***Options for Data Backup:***

- a. Tapes, cartridges and large capacity USB drives with integrated data backup software are effective means for businesses to backup data. The frequency of backups, security of the backups and secure off-site storage should be addressed in the plan. Backups should be stored with the same level of security as the original data.
- b. Many vendors offer online data backup services including storage in the “cloud”. This is a cost-effective solution for businesses with an internet connection. Software installed on the client server or computer is automatically backed up.

##### **c. Minimum requirements for dedicated server**

- a. CPU = 16 Cores
- b. RAM = 64 GB RAM
- c. X2 Disk = 500GB for Log & 1 TB for Data.
- d. OS = 128GB SSD
- e. physical or virtual server

#### **6. IT infrastructure required to provide the Debt Collection Service**

**6.1. IT infrastructure is the basic hardware, software, networks and facilities upon which information technology services are built. The following are common examples:**

- a. **Network Equipment** - Network equipment such as routers.
- b. **Telecommunication Services** - Services to connect to the internet and corporate facilities such as leased lines.
- c. **Computing** - Computing hardware such as servers and basic software such as operating systems.
- d. **Facilities** - Facilities that mostly house infrastructure such as data centres.
- e. **Power** - battery systems, backup power generators and uninterruptible power supply.
- f. **Debt Collection Solution**- solution in use to conduct debt collection

- g. **Content Platforms** - Content management systems and similar software such as document management tools.
- h. **Communication Services** - Communication tools such as voice over IP (VoIP) services and devices.
- i. **Information Security** - Information security hardware and software such as an intrusion detection system.

## **6.2. Collections System and Call Centre environment requirements**

- a. Reporting for Call Centre stats
- b. Wall displays
- c. Voice Logging (Recordings)
- d. Outbound call facilities
- e. SMS and email capabilities
- f. Social media integration
- g. Online communication channels e.g. webchat
- h. Schedule call back capabilities
- i. Customised messages
- j. Flexibility and scalability
- k. Blended call management
- l. Mainframe Emulator
- m. Integration with external data sources e.g. Credit Bureaux
- n. Remote working solution (access to collection system and call centre)
- o. Innovative payment solutions
- p. Bulk communication (SMS, Email, Mail, WhatsApp for business)
- q. Access to data analytics

## **6.3. Health and Safety requirement**

- a) Provide evidence of health and safety guidelines.
- b) Demonstrate evacuation procedure

## **7. KEY RESOURCES**

- Support Teams:
  - Finance Team
  - IT Team
- Operational Team:
  - Key Accounts Manager
  - Call Centre manager
  - Call Centre team leader
  - Call Centre agents
  - Data Analyst

## **8. PROPOSAL STRUCTURE**

### **Format for response to this Request for proposal.**

Responses to this invitation must follow the following format, so as to enable SABC to adjudicate all tenders effectively and fairly.

### **Section 1 COMPANY PROFILE** reflecting the following:

- Description of the Company
- Differentiating factors that make the company competitive for the services required
- Company Services
- Company Contact details

**EXECUTIVE SUMMARY** of your proposal explaining how you understand the scope of work and deliverables, how you would propose to achieve the required services and your contribution during this project.

**Section 2**      **Company proposal indicating detailed approaches:** Please provide detailed information on:

- How you intend to approach the project in order to deliver the required service.

**Section 3**      **REFER TO THE REFERENCE LETTER TEMPLATE  
ON PG 54-55 OF 56**

**Section 4**      **MANDATORY AND REQUIRED DOCUMENTS –**  
As listed in page 3 of 56 of the tender document.

**Section 5**      **REQUIRED DOCUMENTS**  
As listed in page 4 of 56 of the tender document.

**Section 6**      **TECHNICAL EVALUATION**  
As listed in page 31-35 of 56 of the tender document.

**Section 7**      **COSTING MODEL-** Provide the Rate per collection **including VAT** and proposed commission percentage per book tendered, for the **Year 1 period**. This may be adjusted annually by CPI.  
As listed in page 56 of 56 of the tender document.

## 9. EVALUATION CRITERIA

Bidders should note that only bidders who meet the Evaluation criteria and mandatory documents 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.

**Kindly ensure responses are submitted as follows:**

- in the order of the evaluation criteria as listed below
- clearly state the page on which detailed information is provided to the response given
- ensure annexures being referred to are clearly identifiable and are indeed submitted.

***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:***

### 9.1. TECHNICAL EVALUATION (PAPER-BASED)

Evaluation Area	Evaluation Criteria	Total Points
Track record of successfully completing projects of similar nature (Debt Collection)	<p>The bidder must provide a minimum of three (03) reference letters as follows:</p> <p>Each letter/s must meet <b>ALL</b> of the following requirements in order for the letter to be accepted for evaluation.</p> <p>The reference letter must:</p> <ol style="list-style-type: none"> <li>1. Be on a client's company's letterhead</li> <li>2. Must be dated <b>not older than twelve (12) months from the date the tender is published.</b></li> <li>3. Be signed by an authorised client representative</li> <li>4. Stipulate the client contact details (name and phone number/email)</li> <li>5. Stipulate the detailed description of actual services provided.</li> <li>6. Stipulate the total volume per month of matters handed over by the client.</li> <li>7. Stipulate the contract period (start and end date- YYYY-MM-DD).</li> <li>8. Success rate of collections out of 100%.</li> </ol> <p><i>NB: Please specify age of the debt collected and average value of the debt.</i></p> <p>Number of reference letters submitted (5 points)</p> <ul style="list-style-type: none"> <li>• &lt; 3 letters = <b>0 points</b></li> <li>• 3 letters = <b>3 points</b></li> <li>• &gt;3 letters = <b>5 points</b></li> <li>•</li> </ul>	55 Points



	<p><b>Total volume per month of matters handed over by the client (in the last 5 years) (30 points)</b></p> <ul style="list-style-type: none"> <li>• 50 000 - 100 000 = <b>30 points</b></li> <li>• 30 000 - 49 999 = <b>15 points</b></li> <li>• 29 999 and below = <b>0 points</b></li> </ul> <p><b>Average success rate of collections calculated as follows: total percentage of collections as stated in the letters combined, divided by total number of letters (20 points)</b></p> <ul style="list-style-type: none"> <li>• Less than 30% = <b>5 points</b></li> <li>• 31% to 50% = <b>10 points</b></li> <li>• 51% to 75% = <b>15 points</b></li> <li>• Greater than 75% = <b>20 points</b></li> </ul>	
<b>Experience</b>	<p>Company's debt collection experience to be stated in the company profile/ company registration document. <b>(10 points)</b></p> <ul style="list-style-type: none"> <li>• 10 years or greater = <b>10 points</b></li> <li>• 5 years to 9 years = <b>5 points</b></li> <li>• Less than 5 years = <b>0 points</b></li> </ul>	<b>10 points</b>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• <b>Provide a detailed resource structure indicating the resources that will service SABC. The resource structure should at least have the following resources: (20 points)</b></li> </ul> <p><b><u>Support Teams: 5 points</u></b></p> <ul style="list-style-type: none"> <li>• Finance Team = <b>2 points</b></li> <li>• IT Team = <b>3 points</b></li> </ul> <p><b><u>Operational Team: 15 points</u></b></p> <ul style="list-style-type: none"> <li>• Key Accounts Manager = <b>3 points</b></li> <li>• Call Centre manager = <b>3 points</b></li> <li>• Call Centre team leader = <b>3 points</b></li> <li>• Call Centre agents = <b>3 points</b></li> <li>• Data Analyst = <b>3 points</b></li> </ul>	<b>20 points</b>
<b>Technology</b>	<p><b><i>IT infrastructure is the basic hardware, software, networks and facilities upon which <u>information technology</u> services are built and must demonstrate/ provide the following:</i></b></p> <p><b>a) Telecommunication Services (10 points)</b></p> <ul style="list-style-type: none"> <li>○ Services to connect to the internet (recommended Point-to-Point Metro Ethernet fibre line. The capacity required is 10 Mbps) = <b>5 points</b></li> <li>○ <b>Computing</b> - Computing hardware such as Desktop/laptop, servers and basic software such as operating systems and office packages = <b>5 points</b></li> </ul> <p><b>b) Dedicated Information Server (05 points)-</b> Provide details of the proposed dedicated server to</p>	<b>75 Points</b>



	<p>be used to store TV Licence related information and documents for the duration of the contract. Minimum requirements as follows:</p> <p>CPU = 16 Cores RAM = 64 GB RAM X2 Disk = 500GB for Log &amp; 1 TB for Data. OS = 128GB SSD NB: physical or virtual server is acceptable <b>Failure to meet all of the above will result in zero points =0 points</b></p> <p><b>c) Information Security (10 points)</b></p> <ul style="list-style-type: none"> <li>○ Information security hardware and software such as an intrusion detection system = <b>5 points</b></li> <li>○ Secure File Transfer Protocol (SFTP) facility = <b>5 points</b></li> </ul> <p><b>d) Disaster Recovery and Business Continuity= (5 points)</b></p> <ul style="list-style-type: none"> <li>○ Provide a detailed disaster recovery plan which must include facilities such as data centres, data backup services, uninterrupted power supply and disaster recovery process. = <b>5 points</b></li> </ul> <p><b>e) Debt Collection Solution (45 points)</b></p> <p>Provide a detailed description of the debt collection solution in place confirming its functionality and features:</p> <ul style="list-style-type: none"> <li>○ Interactive Voice Response (IVR)=<b>5 points</b></li> <li>○ Reporting for Call Centre stats =<b>1 point</b>.</li> <li>○ Wall displays=<b>1 point</b></li> <li>○ Voice Logging (Recordings) =<b>5 points</b></li> <li>○ Outbound call facilities=<b>2 points</b></li> <li>○ Inbound call facilities=<b>2 points</b></li> <li>○ Integrated SMS and email capabilities =<b>5 points</b></li> <li>○ Social media integration=<b>1 point</b></li> <li>○ Online communication channels e.g. webchat =<b>1 point</b></li> <li>○ Schedule call back capabilities=<b>1 point</b></li> <li>○ Customised messages=<b>1 point</b></li> <li>○ System Flexibility and scalability=<b>1 point</b></li> <li>○ Blended call management =<b>1 point</b></li> <li>○ Integration with external data sources e.g. Credit Bureaux =<b>1 point</b></li> <li>○ Remote working solution (access to collection system and call centre) =<b>3 points</b></li> </ul> <p><b>f) Bulk communication: (9 points)</b></p> <ul style="list-style-type: none"> <li>• SMS =<b>3 points</b></li> <li>• Email =<b>3 points</b></li> <li>• Other =<b>3 points</b></li> </ul> <p><b>g) Content Platforms (5 points)</b></p>	
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	Content management systems and similar software such as document management tools=5 points	
<b>Debt Collection Operations</b>	<p><b>Provide a detailed process flow on how debt collection is currently conducted from the date of handover of the matters to the date the balance is repaid in full:(20 points)</b></p> <ul style="list-style-type: none"> <li>• data washing process =5 points</li> <li>• right party contact process =5 points</li> <li>• activation process =5 points</li> <li>• retention process =5 points</li> </ul> <p><b>Provide detailed information in a narrative format of how call centre operations are managed and how quality of service is achieved and maintained.</b></p> <p><b>NB: mandatory system-generated monthly statistical reports for 12 consecutive months to be submitted as follows:</b></p> <p><b>Service level achieved for the inbound call centre. (6 points)</b></p> <ul style="list-style-type: none"> <li>• 80% or greater = 6 points</li> <li>• Less than 80% = 0 points</li> </ul> <p><b>Calls answered for the inbound call centre (6 points)</b></p> <ul style="list-style-type: none"> <li>• 80% or greater = 6 points</li> <li>• Less than 80% = 0 points</li> </ul> <p><b>NB: Call centre service levels calculated based on an inbound call centre with the 80% within 20 seconds principle.</b></p> <p><b>Correspondence quality achieved for inbound call centre (6 points)</b></p> <ul style="list-style-type: none"> <li>• 80% or greater = 6 points</li> <li>• Less than 80% = 0 points</li> </ul> <p><b>Correspondence quality achieved for outbound call centre (6 points)</b></p> <ul style="list-style-type: none"> <li>• 80% or greater = 6 points</li> <li>• Less than 80% = 0 points</li> </ul> <p><b>Quality of calls achieved for inbound call centre (6 points)</b></p> <ul style="list-style-type: none"> <li>• 80% or greater = 6 points</li> <li>• Less than 80% = 0 points</li> </ul> <p><b>Quality of calls achieved for outbound call centre (6 points)</b></p> <ul style="list-style-type: none"> <li>• 80% or greater = 6 points</li> <li>• Less than 80% = 0 points</li> </ul> <p><b>Access to external databases for contact tracing (8 points)</b></p> <p>Provide proof (letter of confirmation from the service</p>	<b>64 Points</b>

	<p>provider) that the company has access to external databases for contact tracing. The reference letter must:</p> <ul style="list-style-type: none"> <li>• Be on a client's company's letterhead</li> <li>• Must be dated <b>not older than twelve (12) months from the date the tender is published.</b></li> <li>• Be signed by an authorised client representative</li> <li>• Stipulate the client contact details (name and phone number/email)</li> <li>• Stipulate the detailed description of actual services provided.</li> <li>• Stipulate the contract period (start and end date-YYYY-MM-DD).</li> </ul>	
<b>TOTAL</b>		<b>224</b>

**Threshold for the above evaluation:**

**Threshold:** The points obtained for functionality must be at least **174** points out of a total of **224**. **Tenderers who obtain less than 174 points will be declared non-responsive**

**Site Inspections will be conducted on the premises of shortlisted bidders and will be evaluated on the confirmation of the paper-based submissions in response to the above.**

**9.2. SITE VISIT - EVALUATION CRITERIA**

<b>Evaluation Area</b>	<b>Evaluation Criteria</b>	<b>Total Points</b>
<b>Debt Collection Solution</b>	<p>Provide a detailed description of the debt collection solution in place, confirming its functionality and features= <b>(40 points)</b></p> <ul style="list-style-type: none"> <li>• Interactive Voice Response (IVR) =<b>5 points</b>.</li> <li>• Reporting for Call Centre stats=<b>1 points</b></li> <li>• Wall displays=<b>1 points</b></li> <li>• Voice Logging (Recordings) =<b>5 points</b></li> <li>• Outbound call facilities =<b>2 points</b></li> <li>• Inbound call facilities=<b>2 points</b></li> <li>• Integrated SMS and email capabilities=<b>5 points</b></li> <li>• Social media integration =<b>1 points</b></li> <li>• Online communication channels e.g. webchat =<b>1 point</b></li> <li>• Schedule call back capabilities=<b>1 point</b></li> <li>• Customised messages=<b>1 point</b></li> <li>• System Flexibility and scalability =<b>1 point</b></li> <li>• Blended call management =<b>1 point</b></li> <li>• Integration with external data sources e.g. Credit Bureaux=<b>1 point</b></li> <li>• Remote working solution (access to collection system and call centre) =<b>3 points</b></li> </ul> <p><b>Bulk communication (9 points):</b></p> <ul style="list-style-type: none"> <li>• SMS =3 points</li> <li>• Email=3 points</li> <li>• Other =3 points</li> </ul>	<b>40</b>
<b>Call Centre environment</b>	<p><b>Demonstrate (20 points)</b></p> <ul style="list-style-type: none"> <li>• Access Control to call centre environment=<b>5 points</b></li> <li>• Full on workstation (headset &amp; computer) =<b>5 points</b></li> <li>• Demonstrate Call recordings and call quality controls in place=<b>5 points</b></li> <li>• Print Facility =<b>5 points</b></li> </ul>	<b>20</b>
<b>IT infrastructure</b>	<p><b>Demonstrate (20 points)</b></p> <ul style="list-style-type: none"> <li>• <b>Secure File Transfer Protocol (SFTP) =5 points</b></li> <li>• <b>Telecommunication Services</b> - Services to connect to the internet and corporate facilities such as leased lines=<b>5 points</b></li> <li>• <b>Computer room environment</b> (secure computer room with climate control, air conditioned and backup power supply, etc)=<b>5 points</b>.</li> <li>• <b>Dedicated Information Server (5 points)</b> A dedicated server is required to store TV Licence related information and documents for the duration of the contract. Minimum requirements as follows: <ul style="list-style-type: none"> <li>• CPU = 16 Cores</li> <li>• RAM = 64 GB RAM</li> </ul> </li> </ul>	<b>20</b>

	<ul style="list-style-type: none"> <li>• X2 Disk = 500GB for Log &amp; 1 TB for Data.</li> <li>• OS = 128GB SSD</li> <li>• NB: physical or virtual server is acceptable</li> </ul>	
Health and Safety	<b>Demonstrate (5 points)</b> <ul style="list-style-type: none"> <li>• Health and safety plan=2 points</li> <li>• Evacuation procedure=3 points</li> </ul>	5
<b>Total</b>		<b>85</b>

**Threshold:** The points obtained for site visit must be at least 78 points out of a maximum of 85. **Tenderers who obtain less than 78 points will be declared non-responsive.**

### **9.3. PROCESS TO BE FOLLOWED FOR SELECTION AND ALLOCATION DEBT COLLECTION AGENCIES:**

- The panel of Debt collectors will be appointed based on the bidder meeting the overall evaluation criteria i.e mandatory, functionality and site inspection.
- The allocation of work to (01) Debt Collection and two (02) back up agencies will be based on highest ranked total points for Functionality and Site inspection points.
- SABC will use costing model for comparative analysis, benchmarking and negotiations purposes not for selection of debt collectors.
- When SABC identifies a specific need for services, a request for debt collection services with a detailed brief, scope of work or instructions will be sent to the appointed in accordance with its speciality.
- A purchase order will be placed to the service provider provided there are collections made.

## 10. 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 analysis	Bidders' financial due diligence will be assessed based on submitted audited financial statements/management accounts using financial ratios, where applicable.

## 11. OBJECTIVE CRITERIA

- 11.1.The SABC reserve the right not to consider proposals from bidders who are currently in litigation with the SABC.
- 11.2.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.
- 11.3.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.
- 11.4.The SABC reserve the right not to award this tender to any bidder who fails the financial stability assessment.

**END OF DOCUMENT E**

### **ANNEXURES TO DOCUMENT E:**

**ANNEXURE A: REFERENCE LETTER TEMPLATE. REFER TO PAGE 56**

## **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 THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

**1.1 The following preference point systems are applicable to all bids:**

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

**1.2** The applicable preference point system for this tender is the 80/20 preference point system.

**1.3** Preference points for this bid shall be awarded for:

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

**1.4** The maximum points for this bid are allocated as follows:

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

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

**1.6** The SABC 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**



- 2.1 **“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.
- 2.2 **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.4 **“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
- 2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 1.1 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**

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

Where?

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{\min}$  = Price of lowest acceptable tender

#### 3.2 POINTS AWARDED FOR SPECIFIC GOALS

3.2.1 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:

3.2.2 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—

**3.2.2.1** an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that

the highest acceptable tender will be used to determine the applicable preference point system: or

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

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

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

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

#### 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

## 5. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm: .....

1.2 Company registration number .....

1.3 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]

1.4 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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>		
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)? <b>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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 bids<sup>1</sup> 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).<sup>2</sup> 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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/2023/35- RFP Title: The appointment of one (01) Debt Collection Agency and two (02) back-up Debt Collection Agencies to a panel, to collect arrear TV Licence fees for a period of five (05) 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 consortium<sup>3</sup> 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.

**<sup>3</sup> 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 \_\_\_\_\_ 2024

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: 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: RFP Title: The appointment of one (01) Debt Collection Agency and two (02) back-up Debt Collection Agencies to a panel, to collect arrear TV Licence fees for a period of five (05) years.**

**Bid Number: RFP/TVL/2023/35**

	REFERENCE LETTER FORMAT
	Clients Letterhead
	Clients Legal Name
	Name of the company you are giving reference about
Bid Number	
Bid Description:	
Be on client's company's letterhead	
Must be dated not older than twelve (12) months from the date the tender is published.	
Be signed by an authorized client representative	
Project Location	
Stipulate the contract period (start and end date)	
Stipulate the client contact details (name and phone number/email)	
Stipulate the total volume per month of matters handed over by the client	

Stipulate the detailed description of actual services provided			
Success rate of collections out of 100%.			
<b>Please rate the above bidder according to the following Criteria by ticking column and providing comments / details: (Optional)</b>			
Criteria (Optional)	Not meet requirements	Meets requirements	Exceeds requirements
1. Proactively engages in problem resolution and business continuity			
2. Proactively engages in problem resolution			
3. Timeous and accurate reporting of all incidents			
4. Service levels achieved at 95-100%			
5. Full compliance with all scope of services at all times			
6. <b>Based on the above stated criteria, rate the Overall Satisfaction with bidder</b>			
Comments (optional)			
Completed by:			
Signature:			
Company Name:			
Position:			
Contact Telephone Number:			
Date:			

**NB!! Letters that do not meet all the above requirements will be automatically disqualified.**

**ANNEXURE B-COSTING MODEL**

Debt Collection Services				YEAR 1	
Debt Book	Age Analysis	Retention Period	Average balance	Rate per collection	% Commission Rate
Green book	60 days to 12 months old	6 Months	R528	R	
Blue book	12 months to 36 months old	12 Months	R1,400	R	
Yellow book	36 months to 60 months old	12 Months	R2,500	R	
Red book	60 months plus	12 Months	R6,800	R	

**NB:** Only the financial proposals of the bidders that achieved the minimum qualifying percentage for functionality and site inspection will be considered. The commission rates will be used for comparative analysis, benchmarking and negotiation purposes. Commission rates on Year 1 may be adjusted based on CPI only; from Year two (2) to Year five (5).

**NB: THE COSTING MODEL MUST COMPLETED IN FULL ON ALL BOOK DEBTS!!!!**