



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

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: RFP/LOG/2024/10243202/21

RFP TITLE: THE APPOINTMENT OF A SERVICES PROVIDER FOR COURIER SERVICES FOR A PERIOD OF FIVE (05) YEARS.

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Advertisement Date	18 July 2024
Bid Documents Available From	National Treasury's tender portal (http://www.etenders.gov.za) SABC Website (http://www.sabc.co.za/sabc/tenders/)
Non-compulsory Briefing Session Date & Time <i>See Annexure A (Guideline for Briefing Session)</i>	26 July 2024 @ 10h00 AM
Venue / Link for virtual Briefing Session	Microsoft Teams meeting Join on your computer, mobile app or room device Join the meeting now Meeting ID: 351 872 100 539 Passcode: Z4zwRn
Bid Closing Date and Time	08 August 2024 at 12h00 Noon
Contact details	tenderqueries@sabc.co.za
Preference point system	80/20 preference point systems

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

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.

MANDATORY REQUIREMENT		COMPLY/ NOT COMPLY
	Proof of Letter of Good Standing with National Bargaining Council for the Road Freight and Logistics Industry (NBCRFLI)	
	Certified copy of a Valid Unreserved Postal Service Certificate issued by ICASA in terms of Postal Services Act, 1998 (Act No. 124 of 1998)	

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

Note 1:

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

Note 2:

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

- 2.4 Proof of Valid TV License Statement (Company’s, Shareholders and all Directors’), or affidavit proving that company and/or officials are not in possession of TV licence. Verification will also be done by the SABC internally.
- 2.5 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

DOCUMENT A:	CONDITIONS TO BE OBSERVED WHEN BIDDING
DOCUMENT B:	GENERAL CONDITIONS OF THE BID/PROPOSAL
DOCUMENT C:	QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING
DOCUMENT D:	DECLARATION OF INTEREST
DOCUMENT E:	FUNCTIONAL SPECIFICATIONS
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

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.
- 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.

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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.

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- 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

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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 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

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- 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

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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

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.

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.

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.....

.....

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 Employee Number / 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 SPECIFICATIONS

1.0 INTRODUCTION

The SABC has an internal postal services department, responsible for the facilitation of the organizational postal requirements locally, nationally, and internationally. Postal Services department facilitate communication mail and parcels within the SABC, including Provinces, its clients nationally and internationally. The SABC seeks the services of a Services Provider to provide freight and courier services for a period of five years.

All potential service providers are invited to participate in this Request for Proposal.

2.0 BACKGROUND

The SABC requires an experienced competent and licensed courier service provider to render Local, National and International courier services. The service provider must have a minimum of three (3) years' experience, with a minimum of two (2) corporate clients for whom they have delivered and/or collected documents, packages or parcels and large consignments.

The required services by the SABC include the delivery and/or collection of documents, packages or parcels and large consignments of up to 30 tons of broadcasting material and equipment from/to the SABC's Head Office in Auckland Park, Johannesburg, SABC provincial offices, homes, stadiums, hotels, other remote areas and other different destinations locally, nationally and internationally. The service provider must provide Electronic Tracking system, shipment insurance, payment and billing options, packaging, ad hoc shipment preparation (special request) and other support services that will be beneficial to the efficiency of the services.

2.1 The SABC has the following offices:

SABC Province	SABC Office	Street Address
Eastern Cape	Gqeberha	Conynham Street, Parsons Hill, Gqeberha
	Umthata	Cnr Craister and Leeds Road, 2nd Floor, Office 201. Umthata
	East London	No: 8 Balfour Park, Vincent, East London
Free State	Bloemfontein	Cnr. Margraaf and Kelner Street, Wesdene, Bloemfontein
Northern Cape	Kimberly	Cnr Bultfontein and South Circular Street, Kimberly
	Platfontein office	3452 Kamatoka Street, Platfontein, Northern Cape
Gauteng	Johannesburg	Cnr Artillery and Henley Road, Auckland Park, Johannesburg
	Tshwane	1090 Acardia Street Hartfield, Tshwane, Pretoria
KwaZulu-Natal	Durban	100 KE Masinga Street, Durban, 4001
Limpopo	Polokwane	19 Hospital Street, Polokwane
	Thohoyandou	154 President Street, Thohoyandou
North West	Mahikeng	Cnr Setlogelo Drive and Dr. James Moroka Dr. Mafikeng
Mpumalanga	Mbombela	Cnr Madiba and Andrew Streets, Mbombela, Mpumalanga
Western Cape	Cape Town	209 Beach Road, Seapoint, Cape Town, 8001
	George	Room 107 Bateleur Park, 116 Cnr Cradock & Cathedral Str

3.0 Legislative requirements

Bidders must provide in compliance with all generic legislation, notwithstanding any worded clause or stipulation contained in any applicable Law or Regulations, the following;

- Civil Aviation Act 2009, (Act 13 of 2009)
- Occupational Health and Safety Act, (Act 85 of 1993)
- Postal Services Act, (Act No. 124 of 1998)
- International Air Transport Association (IATA) and International Civil Aviation Organization (ICAO) regulations
- Transportation of Hazardous Goods in accordance with National Road Traffic Act.
- Financial Advisory and the Intermediary Services Act, 2002 (FAIS) (Act 37 of 2002)
- National Environmental Management Act, (Act 107 of 1998)
- Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993).
- Service courier companies must be registered with ICASA (i.t.o. the Postal Services Act)
- Registration with the National Bargaining Council for the Logistics and Road Freight Industry.

3.1 Licence requirement

- The successful services provider must be licensed or partner with a licensed freight company to clear and forward freight classified, (*Shipper's Declaration for Dangerous Goods" under the IATA DG Regulations*) as dangerous or toxic.

3.2 Addition Requirement

- SAEPA (South African Express Parcel Association) membership is ideal but not compulsory.

4.0 SCOPE OF SERVICES

4.1 Freight and Courier Services Solution

The services solution must include the following:

- A timeous, consistent, reliable and secure collection and delivery processes
- An effective packaging and labelling process
- Freight forwarding and clearance
- Signing and authorization procedures
- Bill back details for costing purposes
- Tracking and tracing system
- End to end scheduled shipment services

4.2 Tracking Administration Solution

The service provider must provide detailed information of its proposed tracking solution:

- that will enable ease of tracking progress on collections and deliveries

- that will be central hub where records, dispatching and receiving of parcels occurs
- that will enable the service provider to record all parcels received and dispatched;
- that will enable the service provider to facilitate billing;
- with a desktop computer with printing facilities
- with a document scanner with automated document feed features
- with a satellite tracking systems

4.3 Delivery Services

All deliveries must be effected within the required timeframes. All emergency deliveries must be delivered on the same day.

The SABC's operating hours are Monday – Friday 08h00 – 17h00, but the service provider must have the capability to offer After-hours / Saturday / Sunday and Public Holiday on special request.

The types of services required are as follow:

- Same Day delivery services
- Overnight delivery services
- After-hours delivery services
- Weekend delivery services
- Special delivery services, (emergency)
- Outlying/Remote area delivery services
- Cross Border services
- Import Services (within 3 to 5 working days) - including customs clearing of Air and Sea freight shipments into South Africa. Provide clearing and forwarding services and undertake the necessary customs clearance and delivery of shipments.
- Export Services (within 3 to 5 working days); including the customs clearing of air freight as well as the on-forwarding of freight documents from South Africa to the designated destination.
- Freight clearing and forwarding; including items classified as dangerous or toxic.
- Custom clearance for inbound shipments arriving in South Africa.
- In-house (SABC), “parcel” collection and delivery.

4.4 Equipment and Supplies

The service provider must provide the following equipment and supplies:

- 1 x PC/laptop for office use
- 1 x Printer/ scanning machine
- 1 x Barcode waybill printer
- Stationery and Refreshments

4.5 Personnel Requirements:

- 1 x In-house administrator/assistant
- 1 x In-service house Supervisor

The supervisor will be responsible for the daily activities of the on-site office. The administrator/assistant will also be responsible for the collection and distribution of

parcels to and from the SABC staff as required. The staff must have a minimum of 3 years relevant working experience.

Service Provider is to provide sufficient resources to ensure provision of effective and efficient complete freight and courier services.

4.6 Insurance

- The services provider must either be a licensed intermediary or provide insurance with an authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act No 37 of 2002.

4.7 On-site office Space in Auckland Park

- SABC will provide a communication equipment at the service providers' expense incurred for external calls will be for the service providers' account.
- SABC will provide office space for the duration of the contract at no cost.

5.0 SECURITY AND VETTING

SABC is a National Key Point (NKP), it is therefore important to note that all personnel of the successful bidder will be vetted for security clearance by the SABC as an NKP requirement, before the commencement of the contract. It is the responsibility of the successful bidder to ensure that SABC be informed of the appointment of new staff throughout the contract period, to ensure vetting is done timeously.

The successful bidder's staff shall be required to conform to the security regulations applicable to the staff of the SABC. The SABC shall provide details of its security processes and procedures to the successful bidder on commencement of the contract.

The staff will be required to wear ID cards in a visible manner, at all times while on the premises.

6.0 CONTRACT PERIOD

The successful service provider/s will be appointed for a period of five (5) years.

7.0 PRICING FOR THE SERVICES

Costing Model (Refer to Annexure A)

The financial component should fully disclose all costs and expenses and at minimum contain the following:

- A detailed cost breakdown;

- Monthly Fixed Costs all inclusive: Stationery, Fuel Surcharge and e-tolling, etc.
- Set up / customization costs;

Detailed specifications of any additional charges

8.0 ANNEXURES TO DOCUMENT E:

ANNEXURE B: REFERENCE LETTER TEMPLATE. REFER TO PAGE 55

8.1 Costing Model included with this RFP: Annexures

Service providers must refer to annexures comprising of:

- Annexure A – Costing Model
- Annexure B – Reference letter
- Annexure C – Indicative Shipments
- Annexure D – Services

9.0 KEY PERFORMANCE AREA EVALUATION (KPAS) FOR SUPPLIER RELATIONSHIP MANAGEMENT (SRM).

- 9.1** SABC will develop a Performance Management System, where the Service Provider will be evaluated against on a quarterly basis. The key performance will range from 1 - 4 in that, one (1) (reflects as poor) and maximum of four (4) (reflects as excellent) details will be defined during contract stage.
- 9.2** The following KPI's will be used to evaluate the performance of the service provider:
- 9.2.1 98% on time deliveries and collections of parcels, according to the delivery service.
 - 9.2.2 Appropriate and adequate quality packaging and labelling according to the nature of the parcel, to ensure safety of goods in transit
 - 9.2.3 Security of high value goods sent via courier
 - 9.2.4 Tolerance of maximum of 0.9% losses of goods in transit
 - 9.2.5 All International clearances done timeously - within 3-5 working days
 - 9.2.6 The site office is adequately staffed at all times, i.e. 2 staff members
 - 9.2.7 The on-site office is well equipped and the equipment is functional at all times.
 - 9.2.8 Submission of Monthly Freight Management Report
 - 9.2.8.1 Number of Waybills per month
 - 9.2.8.2 Incident reporting turnaround times
 - 9.2.8.3 Incident reporting on losses
 - 9.2.8.4 Report on late collections and deliveries
 - 9.2.8.5 Report on cost centres for recoveries purposes
 - 9.2.9 Submission of monthly invoices and statements by the 07th of each month
 - 9.2.10 All enquiries to be attended to within 3 days
 - 9.2.11 All complaints must be resolved within 15 days.
 - 9.2.12 Tracking system functionality performance at 98%
 - 9.2.13 Adequate insurance of valuable parcels

10.0 EVALUATION CRITERIA

Bidders should note that only bidders who met the mandatory requirements 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 80/20 preference point system (refer document G) and the functionality will be evaluated based on the criteria below:

SECOND PHASE: PAPER BASED

Evaluation area	Evaluation Criteria	Max Points
Companies Previous Experience in local, national and international freight Courier Services	Companies demonstration their ability and success in delivering on rendering local, national and international freight to Courier Services. Provide reference letter on clients' letterhead from duly authorised person responsible for Courier Services with contact details (email address and/or telephone number). The letters must stipulate the courier services experience delivering local, national and international freight in years, represented in by contract period. The following should be reflected (refer to Reference Letter Template on Annexure (B)). Each letter/s must meet ALL of the following requirements in order to be accepted for evaluation. The reference letter must: 1. <i>Must not be older than 12 months from the date of closing of this bid.</i> 2. <i>Be on the clients company's letterhead</i> 3. <i>Be signed by an authorised client representative</i> 4. <i>Stipulate the client contact details (name and phone number/email)</i> 5. <i>Stipulate the detailed description of actual services of local, national and international freight provided</i> 6. <i>Stipulate the minimum contract period of three (3) years with each client</i> Letters that do not meet all of the above requirements will be automatically disqualified. • Four (4) or more clients = (30 Points) • Three (3) x clients = (20 points) • Two (2) x clients = (17 points)	30
International and National Footprint	Bidder to submit detailed waybill to demonstrate their capability to service a wider footprint, taking into account SABC's National and International business footprint. NB: where partners are used, the waybills should be accompanied by a duly authorised confirmation letter or	37

	Service Level Agreement from the partnering service provider, confirming the partnership, with contactable details.	
	• Three (3) x waybills to different International destinations (20 points) • Two (2) x waybills to different International destinations (15 points)	
	• Three (3) x waybills to different National Footprint (17 points) • Two (2) x waybills to different National destinations (12 points)	
Import and Export Services efficiency	Bidder to submit three (3) Import and three (3) Export detailed relevant sample documents as proof of ability to handle services as per the types of services listed below from point of collection to point of delivery.	20
	Import Services - including customs clearing of air/ sea freight shipments into South Africa. Provide clearing and forwarding services and undertake the necessary customs clearance and delivery of shipments. • End to end service within 3 to 5 working days (10 points) • End to end service longer than 5 working days (7 Points)	
	Export Services including the customs clearing of air/sea freight as well as the on-forwarding of freight documents from South Africa to the designated destination. • End to end service within 3 to 5 working days (10 points) • End to end service longer than 5 working days (5 Points)	
Experience of project team that will handle the SABC Project	Bidder to submit project team members CVs • 1 x In-house Supervisor with a minimum of 3 years relevant working experience as a supervisor in the freight and courier services Industry (8 points)	13
	• 1 x In-house administrator/assistant with a minimum of 1 year relevant working experience in administrative role in the freight and courier services Industry (5 points)	
TOTAL Points		100

Functionality Threshold for paper based evaluation:

Bidders who obtain less than threshold of **65 points** will be disqualified.

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.

SITE VISIT - EVALUATION CRITERIA

Each criterion will be evaluated and allocated points on a rating scale as per the below:

- 1- Poor/ Strongly Disagree/ Very Dissatisfactory/ non-compliant (1 Point)**
3- Average, Neither Agree Nor Disagree/ Satisfactory / partly compliant (3 points)
5 - Excellent/ Strongly Agree/ Very Satisfactory/ fully compliant (5 Points)

Evaluation Area	Evaluation Criteria	Points
Demonstration Process flow	Demonstration of efficiency of the process flow for each service type. Provide a sample as proof of timeous delivery as per the service type. - Same Day Delivery Services (Scale of 1-5) - Overnight Delivery Services (Scale of 1-5) - After-hours Delivery Services (Scale of 1-5) - Special Delivery Services, (emergency) (Scale of 1-5)	20
Infrastructure and Capacity	- Functional offices (with office printers, computers and telephones) and Depot for consignments sorting and distribution (Scale of 1-5) - Contactable Customer Service Support Centre/Office (Scale of 1-5) - Secure storage facilities with safety features for consignments (Scale of 1-5)	15
Resources	- Manpower for parcel sorting, Waybill printers, Handheld waybill scanners, packaging material and labelling materials. (Scale of 1-5) - Staff in presentable identifiable uniform (5 points)	10
Testing the tracking system	- Live demonstration of the parcel tracking system from point of collection to point of delivery. (Scale of 1-5) - Live Tracking systems of courier vehicles (Scale of 1-5)	10
License	Copy of License for clearing and forwarding freight classified as dangerous or toxic and sample of Shipper's Declaration for Dangerous Goods" under the IATA DG Regulations (10 points)	10
Total points		65

Functionality Threshold for Site Inspection

Bidders who obtain less than threshold of **52 points** will be disqualified.

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

12.0 OBJECTIVE CRITERIA

- 12.1** The SABC reserves the right not to consider proposals from bidders who are currently in litigation with the SABC.
- 12.2** 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.
- 12.3** 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.
- 12.4** The SABC reserves the right not to award this tender to any bidder who fails the financial stability assessment.
- 12.5** No SABC former employees shall be awarded contracts with the SABC within 24 months after termination of employment with the SABC.
- 12.6** 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.
- 12.7** Should the employee be dismissed from SABC employment, such an employee shall be prohibited from conducting business with SABC for a period of 5 (five) years from the date of dismissal.
- 12.8** 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.
- 12.9** 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.
- 12.10** 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.
- 12.11** 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.
- 12.12** 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.
- 12.13** 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.
- 12.14** Should the Independent Contract be found guilty in a court of law due to criminal conduct/act, such employee will not be considered to do/conduct business with SABC, until the criminal record has been legally expunged.

END OF DOCUMENT E

DOCUMENT F

CONFIDENTIALITY

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

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

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

Bidder's contact person:

Name : _____

Telephone : _____

Mobile : _____

Fax.: _____

E-mail address : _____

END OF DOCUMENT F

DOCUMENT G
SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF 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:

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

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

12.15 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?

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 of QSEs and EMEs) 51% owned by Black people	10	4		
51% owned by Black people;	5	3		
51% owned by Black people who are women	3	2		
Black Youth	2	1		

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

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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

END OF DOCUMENT H

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/LOG/2024/10243202/21, RFP Title: The appointment of Service Provider for Courier services 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 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 _____ 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: COSTING MODEL

RFP Number: RFP/LOG/2024/10243202/21

RFP Title: SABC COURIER SERVICES FOR A PERIOD OF FIVE YEARS

The bidder must provide a detailed Price List for all required services and any other additional service available in the bidder's service portfolio. Bidder's may submit a separate Price List other than completing the table below but the Price List must reflect all required services and the price elements indicate in the table below. The separate Price List must be clearly referenced.

ANNEXURE A					
<u>Sameday Express Local</u>	BIDDER NAME				
Area	Minimum Tariff	1kg - 2kg	2kg+	Tariff Per 1kg Therafter	Surcharge
Area 1 ~ Major Centers	R 0.00	R 0.00	R 0.00	0	0
Area 2 ~ Metropolitan Centers	R 0.00	R 0.00	R 0.00	0	0
Area 3 ~ Regional Centers	R 0.00	R 0.00	R 0.00	0	0
Area 4 ~ Intra Regional Centers	R 0.00	R 0.00	R 0.00	0	0
Other: Specify	R 0.00	R 0.00	R 0.00	0	0
<u>Sameday Express National</u>					



Area	Minimum Tariff	1kg - 2kg	2kg+	Tariff Per 1kg Therafter	Surcharge
CPT, ELS, KIM & PLZ	R 0.00	R 0.00	R 0.00	0	0
DBN, BFN, NLP, PTG	R 0.00	R 0.00	R 0.00	0	0
Afterhours Surcharge	R 0.00	R 0.00	R 0.00	0	0
<u>Overnight Express By 11h00 Local</u>					
Area	Minimum Tariff	1kg - 2kg	2kg+	Tariff Per 1kg Therafter	Surcharge
Area 1 ~ Major Centers	R 0.00	R 0.00	R 0.00	0	0
Area 2 ~ Metropolitan Centers	R 0.00	R 0.00	R 0.00	0	0
Area 3 ~ Regional Centers	R 0.00	R 0.00	R 0.00	0	0
Area 4 ~ Intra Regional Centers	R 0.00	R 0.00	R 0.00	0	0
Other: Specify					
<u>Overnight Express By 11h00 National</u>					
Area	Minimum Tariff	1kg - 2kg	2kg+	Tariff Per 1kg Therafter	Surcharge
CPT, ELS, KIM & PLZ	R 0.00	R 0.00	R 0.00	0	0
DBN, BFN, NLP, PTG	R 0.00	R 0.00	R 0.00	0	0
Afterhours Surcharge	R 0.00	R 0.00	R 0.00	0	0



Other: Specify					

International Charges will be quoted as and when required.

Note: Destination should be indicated in terms of Major Centres or Regional/ Outlying Centres, (Venda, Mthata, Bisho), etc.

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: *RFP Title: The appointment service provider for courier services for a period of five (05) years.*

Bid Number: RFP/LOG/2024/10243202/21

	REFERENCE LETTER FORMAT
	Clients Letterhead
	Clients Legal Name
	Name of the company you are giving reference about
Bid Number	
Bid Description:	
Must be dated not older than twelve (12) months from the closing date of this published bid.	
Be signed by an authorized client representative	
Stipulate the contract period (start and end date.	
Stipulate the client contact details (name and phone number/email)	1.
Stipulate the detailed description of actual services of local, national and international freight provided	

Please rate the above bidder according to the following Criteria by ticking column and providing comments / details: (Optional)			
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. Based on the above stated criteria, rate the Overall Satisfaction with bidder			
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 C: INDICATIVE SHIPMENTS

DIMENSION FOR OUTSIDE BORADCAST EQUIPMENT -

MONTHLY					
DESTINATION	QUANTITY	Total Weight	LENGTH	WIDTH	HEIGHT
CAPE TOWN	8 Boxes x 7.1kg each	56.8kg	5.1	64	36
CAPE TOWN	4 Metal boxes for equment x 3 kg each	12 Kg	78	25	36
CAPE TOWN	9 Flight cases x 10 kg per flight case	90 Kg	109	60	61
CAPE TOWN	6Metal boxes x12kgper metal box	72 kg	100	50	30
CAPE TOWN	Truck(being the biggest)	30 Ton	17m	1.5m	3m
CAPE TOWN	1 fibre cable roll		14	48.8	500m
MAFIKENG	3 Boxes x 6kg each	18kg	13	31.9	34
PORT ELIZABETH	4 Boxes x 6kg of each	24kg	40	30	4.1
PIETERSMARITZBURG	3 Boxes x 5kg each	15Kg	45	11	34
DURBAN	8 Boxes x 6kg each	48Kg	13	31.9	27.1
ANNUALY					
DESTINATION	QUANTITY	Total Weight	LENGTH	WIDTH	HEIGHT
CAPE TOWN	2 Boxes x 5kg each	10kg	76	24	36
CAPE TOWN	1 Case x 8kg each	8kg	109	60	61
CAPE TOWN	1 Gunmont Cameras x 2.5kg	2.5kg	104	20	45
CAPE TOWN	3 Drums x 8 kg each	24kg	40	40	82
PORT ELIZABETH	1 Box	5kg	14	44	41.5
MAFIKENG	1 Box	4kg	15	42	41
PIETERMARITZBURG	1 Box	4.5kg	15	40	40
DURBAN	3 Boxes x 5kg each	15kg	16	42	43



ANNEXURE D: SERVICES

The service provider must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.		
LOCAL AND INTERNATIONAL SERVICES	Comply	NOT Comply
The bidder must be able to provide the following courier services:		
Same Day Delivery Services;		
Weekend Delivery Services;		
After-hours Delivery Services;		
Overnight Express;		
Special Delivery Services;		
Outlying/Remote Area Delivery Services; and		
International Delivery Services (within 3 to 5 working days)		
International Forwarding of Parcels		
Comment:		
LOCAL, NATIONAL AND INTERNATIONAL SERVICES		
HOLIDAYS	Capable	NOT Capable
The bidder must able to render full courier services over holidays e.g. Easter Weekend; Festive Season etc.		
Substantiate / Comments:		
TRACKING SYSTEM:	Capable	NOT Capable



The bidder must provide a web-based tracking system to allow SABC to track and trace parcels from point of collection to point of delivery.		
Substantiate / Comments:		
SAFETY AND CONFIDENTIALITY:	Capable	NOT Capable
The bidder must safeguard the interests of the SABC at all times by ensuring confidentiality and safety of parcels/documents being transported in a form of seals.		
Substantiate / Comments:		
WAYBILL AND FLYERS:	Capable	NOT Capable
The bidder must keep adequate number of waybills and flyers (bags to insert the documents/ parcels) at SABC offices.		
Substantiate / Comments:		
COLLECTION TIMES:	Capable	NOT Capable
The bidder must collect or deliver documents/ parcels from the SABC Offices between 08h00 and 16:00 on work days.		
Substantiate / Comments:		
FREIGHT CAPACITY:	Capable	NOT Capable
The bidder must have capacity to collect and deliver consignments of any size.		
Substantiate / Comments:		
FRAGILE PARCELS PACKAGING:	Capable	NOT Capable
The bidder must properly package the fragile parcels to protect them against breakage whilst in transit and must provide appropriate labels to identify/ mark the consignment as fragile.		
Substantiate / Comments:		
Corrective Action:	Comment	
Should the goods not received on time		
Should the goods not received at all		