

RFQ Number: 4138/25

The provision of Creative, Graphic & Videographic Marketing Services on a project basis/and or 12-months period.

Closing Date and Time: 16 October 2025 at 11:00

Validity Period: 60 Calendar days after the closing date.

BRIEFING SESSION

Date:	N/A
Time:	N/A
Venue:	N/A
Compulsory:	N/A

BID DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING EMAIL ADDRESS:

RFQsubmissions@weathersa.co.za

ENQUIRIES:

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department
South African Weather Service
Email: rfg@weathersa.co.za

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR POINTS CLAIMED]					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2. All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
1.3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
1.4. The successful bidder will be required to fill in and sign a written contract form (SBD7).
1.5. Bidders are advised to initial all pages of their bid.
<p data-bbox="172 864 600 898">1.6. Submission of RFQ responses</p> <p data-bbox="244 909 1442 987">Responses to this RFQ must be submitted before the closing date and time indicated on the cover page of the RFQ.</p>
1.7. The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:
1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
1.7.5 Not to award the bid if the bid price is not market related;
1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
1.7.8 Award the bid in totality to one or partially to more than one bidder;
1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
1.8. The South African Weather Service may, prior to award of the bid, cancel the bid if:
1.8.1. Due to changed circumstances, there is no longer a need for the goods or services requested;
1.8.2. Funds are no longer available to cover the total envisaged expenditure;
1.8.3. No acceptable tenders are received;

- 1.8.4. Due to material irregularities in the tender process.
- 1.9. Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.
- 1.10. Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.11. Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12. The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13. The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14. The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15. Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16. The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17. The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18. Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19. The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal

Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za

1.20. Unless stated otherwise in this RFQ or as mutually agreed upon by both parties prior to award of the RFQ, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

1.21. In case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.

2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za

2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.

2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.

2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C
DECLARATION BY BIDDER

I, in my capacity as
..... hereby declare that I have read and
understood the contents and conditions of this bid and certify that the information furnished is true
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me
should the information provided prove to be false.

Signature:

Date:

Annexure B

General Conditions of Contract

In accordance with the Framework for Supply Chain Management [Section 76 (4) (c) of the PFMA] that was promulgated in Government Gazette Number 25767 on 5 December 2003 as Treasury Regulations, National Treasury is required to issue general conditions of contract and bid documentation for supply chain management.

This Request for Quotation and any contract emanating from this Request for Quotation are subject to the General Conditions of Contract (GCC) which were revised in July 2010.

The General Conditions of Contract (GCC) revised and issued by National Treasury in July 2010 are available on the website of National Treasury.

http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf

Annexure C

Bidder's Disclosure

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....

..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

3.5 There have been no consultations, communications, agreements or

² 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.

arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure F

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2022

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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 claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

Annexure G

Pricing Schedule for Services

SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S

- 1.1 Item 1:** The provision of Creative, Graphic & Videographic Marketing Services on a project basis/and or 12-months period, as per the annexure H.

All prices must be in South African rand value and must be inclusive of VAT.

- 1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R

- 1.1.2 Any other costs not included in the above price?

*YES	NO
------	----

* If YES, please specify

1.1.3 Cost break-down of ceiling price in 1.1.1

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

YES	*NO
-----	-----

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Annexure H

**RFQ Terms of Reference for the provision of Creative, Graphic &
Videographic Marketing Services on a project basis/and or 12 months
period.**

Template: RFQ Terms of Reference for Creative Agency and Marketing Services – Annexure H



1 DESCRIPTION

The Service Provider must show the ability to develop and provide expertise in the provision of Graphic & Videographic Design, and Creative Marketing Services on a project basis/and or a fixed 12-months period to the Marketing Department with a minimum of 5 (five) years' Government/Public or Private sectors experience.

2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries and the Environment (DFFE) and derives its mandate from the South African Weather Service Act (No 8 of 2001 as amended). The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).

SAWS is tasked with providing timely and accurate scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services. The organisation plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt the effects of the ever-changing weather.

The South African Weather Service (SAWS) invites qualified service providers to submit proposals for the provision of Graphic & Videographic Design and Creative Marketing Services on a project basis and/ or for a period of twelve (12) months.

SAWS requires a creative and strategic partner to enhance its brand visibility, public engagement, and marketing efforts through high-quality design, multimedia content, and targeted media campaigns.

3 BACKGROUND

As SAWS is seeking a partner to provide solutions for its Graphic & Videographic Design, and Creative Marketing Services, it also seeks to improve its current processes for providing these services to its end user community throughout the country.

The selected Service Provider must share in the mission and business objectives of SAWS. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, SAWS and its Service Provider will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow SAWS to reach higher levels of quality, service and profitability.

Template: RFQ Terms of Reference for Creative Agency and Marketing Services – Annexure H



Service Provider is requested to provide prices with their quotation to SAWS for all the services to be provided as per specification. Service provider is expected to submit a cost that is fair and reasonable and fixed for twelve (12) months for the duration of the contract.

4 REQUIREMENT / SCOPE OF WORK

4.1 Objectives

The selected service provider will:

- Develop high-quality graphics for digital, print media and all media.
- Produce professional videography and multimedia content (e.g., promotional videos, animations, social media clips, etc.).
- Offer creative marketing solutions (campaigns, branding, social media and other digital content).
- Ensure alignment with SAWS's corporate identity and advertising.

4.2. The brief:

The South African Weather Service requests quotations from service providers that can plan and execute an integrated marketing & advertising campaign. The selected service provider will develop and execute the above on a project basis or fixed 12-months period. The service provider will be expected to provide the following services:

4.2.1 Marketing and Advertising – Define and implement SAWS's brand strategy. Create and execute integrated marketing campaigns (Above the line, below the line & through the line) that align with SAWS marketing plans strategy. This includes but is not limited to, campaign ideas and strategies, concept development, execution, layout up to finished art.

4.2.2 Digital marketing – Develop and execute a digital marketing strategy, including but not limited to online advertising, content development as well as the management of SAWS social media pages (Facebook, Twitter, LinkedIn & YouTube), Google AdWords, etc. The service provider will be required to work closely with SAWS's web- development and Marketing teams to maximise on Search Engine Optimisation initiatives.

Template: RFQ Terms of Reference for Creative Agency and Marketing Services – Annexure H



4.2.3 Creative marketing services, development and production – The service provider will be responsible for executing development of creative work and production thereof including revising and updating the corporate identity (CI) document, design of marketing collateral: posters, flyers, desk drops, promotional items, internal and external brochures etc. The service provider will be expected to provide printing and production services for approved campaign elements. These include but are not limited to internal posters, desk drops and internal brochures, video and radio production. Campaign strategy and execution. Social media and other digital platforms content creation and management support. Content development and management for both traditional and digital media, including website content development and management. Copywriting and storytelling for weather-related engagement campaigns. Provide strategic input, account direction and counsel in a highly competitive market. Implement and deliver the Services in accordance with SAWS's existing marketing strategy. Service provider may also, from time to time upon request, be required to refine and redevelop the marketing strategy. From time to time, conduct brand-audit and competitor reviews on behalf of SAWS. Providing CRM strategy and tactical plan and systems recommendation. Create, develop and execute various campaigns across multiple media platforms. Deliver exceptional creative and well considered, measurable campaigns across all platforms. Creative and campaign development and execution on digital, out of home, print, broadcast and other media that may be employed from time to time.

Conceptualize and implement **integrated marketing campaigns** to promote SAWS services and initiatives. Develop **social media strategies** to enhance engagement and public awareness. Provide **copywriting, proof-reading and content development** for campaigns. Assist in **event branding and promotional materials** (where applicable).

4.2.4 Reporting and Communication – The service provider will create weekly and monthly reports for SAWS, documenting the current and previous month's efforts and upcoming initiatives and include analytics data for all digital media initiatives. Maintain weekly communications and bi-weekly (every 2 weeks) status meetings with SAWS to ensure that needs are being met and identify additional marketing opportunities for SAWS.

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4.2.5 Graphic, Videographic design work and Multimedia services- The service provides will incorporate the art of using visuals to convey ideas and information. Graphic designers to use a variety of techniques, including design software, typography, and illustrations, to create visual concepts. This will include work on a range of projects, including advertisements, brochures, magazines, and packaging embracing traditional and progressive digital outputs. Concept development, scripting, filming, and editing. Animated weather forecasts, explainer videos, promotional content. Short-form videos with sound for social media (TikTok, Instagram, YouTube Shorts). Logos, infographics, brochures, posters, banners, social media visuals and branding materials. Adaptation of designs for multiple platforms. Concept development, scripting, filming, and editing.

Develop visually compelling **graphic designs** for digital and print media (e.g., social media posts, infographics, brochures, reports, banners, posters).

Create engaging **videographic content with sound** (e.g., promotional videos, animations, explainer videos, weather updates). Ensure brand consistency across all materials in line with SAWS's corporate identity. Provide creative concepts and storyboards for multimedia projects.

4.2.6 Procurement, production and execution of other internal media tools such as newsletters, collateral, branded stationery, i.e. business cards, envelopes, diaries, and calendars, etc. and in-ternal creative needs among others, as required by the business from time to time.

4.2.7 The successful tenderer will assist SAWS in the creation, development and execution of various campaigns across multiple media platforms. **Development and preparation of creative work**, drawings, layouts, designs, copy, scripts, proof-reading and storyboards in connection with all media/social media advertising activities.

4.2.8 Conceptualising and developing proactive ideas and proposals to SAWS on a continuous basis. There is no limit to SAWS reverts or authors corrections. **Deliver exceptional creative and well considered**, measurable campaigns across all media/social media and SEM platforms.

4.2.9 Content development and management for both traditional and digital media, including website content development and management. Conduct daily community management and proof-reading and writing blogs for social media and website.

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4.2.10 Production and execution of other media tools such as newsletters, collateral and internal creative needs among others, as required by the business from time to time. Resize and edit materials according to social and other digital media plan includes ad hoc placements.

4.2.11 Project management and organization of events.

4.2.12 From time to time, conduct social media sentiment listening, digital brand-audit and competitor reviews on behalf of SAWS.

4.2.13 Daily, Weekly and Monthly Website and Social Media monitoring, reporting and recommendations. Employ the best in the market social media listening tool at no extra cost to SAWS.

4.2.14 Recommend to SAWS and deploy best tools to conduct Social Media functions including leveraging on AI, Robotics (Chatbot), Christopher, etc.

4.2.15 SAWS has an existing marketing strategy developed in line with the business' corporate plan. In line with current visibility across all media, Respondents are required to research the brand and present a comprehensive campaign in line with the overarching tender requirements.

4.2.16 Develop return on investment metrics for each activity undertaken on each campaign.

4.2.17 Proposed metrics for measuring each advertising or marketing activity.

4.2.18 Proposed agency revenue models that includes:

1. Fixed Monthly Agency retainer and/ or fixed ad-hoc project fees and a clear indication of included time and services for the duration of the contract.
2. Transparency in mark-ups and other ancillary charges.
3. The successful tenderer will develop return on investment metrics for each activity undertaken on each campaign.

4.3 Pricing Schedule

RFQ Pricing Schedule with functions descriptions for the Provision of Graphic & Videographic Design, and Creative Marketing Services for the South African Weather Service on a project basis and/or 12 months.

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Pricing Schedule				
No.	Designation	Rate per Hour	Avg. Hours Per Month	Total Amount Per Month
1	Account Manager-Senior/ Market Intelligence & Management Reporting		50	
2	Creative and Art Director/ Digital and Copywriter Editor		50	
3	Content Manager & Digital Media Community Manager		60	
4	DTP/ Production		120	
5	Digital Graphic and Videographic Designer		120	
6	Miscellaneous			
	TOTALS		400	*

** Respondents are required to complete the table above. The total amount per month must be transferred to section 1.1.1 of Annexure G (Pricing Schedule).*

Notes regarding Pricing:

- Prices must be quoted in South African Rand.
- To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- Please note that should you have offered a discounted price(s), SAWS will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration.

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4.4 Contract Period

The duration of the contract will be on a project basis and/or maximum of 12 months from the date of the appointment.

5 EVALUATION OF BIDS

The RFQ will be evaluated in 3 phases as mentioned below:

- **Phase 1: SCM Administrative Requirements.**
- **Phase 2: Functional Evaluation (2 Steps)**
- **Phase 3: Price and Specific Goals.**

5.1 Phase 1: SCM Administrative Requirements

RFQs received will be verified for completeness and correctness. SAWS reserve the right to accept or reject a RFQ based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation / information with their RFQ.

Document	Comments
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.
Request for Invitation (Annexure A)	Completed and signed
SBD 3.3 for services (Pricing Schedule)	Completed
SBD 4 (Bidder's Declaration)	Completed and signed
SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed

Bidders who comply with the above requirements will be considered for further evaluation.

5.2 Phase 2: Functional Evaluation

5.2.1 Two steps functional evaluations will be conducted.

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- **Step 1: Functional bid documents submissions (Refer to 5.2.1.1)**
 - **Step 2: Bid presentation evaluation (Refer to 5.2.1.2)**

In all the above steps, bidders are required to achieve a minimum threshold of 35 points out of 50 points (70%) of the allocated weighting evaluation criteria set out below in both Step 1 and Step 2 to be considered for further evaluation.

5.2.1.1 Step 1: Functional bid documents submissions

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NO	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	WEIGHTING SCORE
1.Experience, Capacity on Creative and Advertising Campaigns design and execution services in all media with Client Examples	Experience and Capacity to Develop and Execute Creative and Advertising Campaigns in All/Digital Media Services with Client Examples. -Number of Successful All/Digital Marketing campaigns (quantity and quality), development, execution, monitoring, reporting and evaluation.	25 = 5 Successful Creative and Advertising campaigns executed and strategy development services for all media.	Number of successful Creative and advertising campaigns executed and strategy development services with client examples.	25
		20 = 4 Successful Creative and Advertising campaigns executed and strategy development services for all media.		
		15 = 3 Successful Creative and Advertising campaigns executed and strategy development services for all media.		
		10 = 2 Successful Creative and Advertising campaigns executed and strategy development services for all media.		
		5 = 1 Successful Creative and Advertising campaigns executed and strategy development services for all media.		
2. Team Experience and Qualification •Formal Education (Marketing, Business, Digital Media, etc.) •Data & Analytics Tools (Google Analytics, Looker Studio, SQL, etc.) •Strategy Development (Audience targeting, budget	Dedicated team experience and capacity in the provision of graphic design, videography, and creative marketing services and qualifications required. Company organizational structure and resource capacity required: - Account Manager-Senior/Market	10 = more than 5 years of Capacity, Experience, Qualification & Past Performance of Each Resource.	Bidder to provide detailed CVs of each resource with contactable references of the team.	10
		7 = 3 to 5 years of Capacity, Experience, Qualification & Past Performance of Each Resource.	N.B: Failure to submit full CVs of all required resources will lead to the bidder scoring zero.	
		5 = 1 to 3 years of capacity, Experience, Qualification & Past Performance of Each Resource.	See the full resource capacity list:	
		0 = less than 1 year of Capacity, Experience, Qualification & Past Performance of Each Resource.	- Account Manager-Senior/Market Intelligence & Management Reporting	

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allocation, A/B testing) •Emerging Trends (AI-driven ads, CTV, influencer marketing, etc.)	Intelligence & Management Reporting -Creative and Art Director/ Digital and Copywriter Editor -Content Manager & Digital Media Community Manager -DTP/ Production - Digital Graphic and Videographic Designer.		-Creative and Art Director/ Digital and Copywriter Editor -Content Manager & Digital Media Community Manager -DTP/ Production - Digital Graphic and Videographic Designer.	
4.CV of Project Leader's Qualification and Experience	CV of Project Leader's Qualification and Experience. (Experience and Capacity to Develop and Execute Advertising Campaigns in All Media Services)	5 = PhD degree in marketing or equivalent and 5 years' related work experience. 4 = Master's degree in marketing or equivalent and 5 years related work experience. 3 = Honours degree in marketing or equivalent and 5 years' related work experience. 1 = Bachelor's degree in marketing or equivalent and 5 years' related work experience. 0 = No qualification in marketing and no years of related work experience.	Copy of CV with Qualification	5
5 Signed Reference Letters	Signed reference letters from previous and / or current clients on provision of Creative, Campaign Execution and	10 = 7 and more Signed References. 7 = 4 to 6 Signed References. 5 = 1 to 3 Signed References	Bidders to provide detailed reference letters on referring company's letterhead. Signed References letters from previous and / or current clients on Creative,	10

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	Marketing Services for all Media Contactable references should include, for example: -Name of the client -Contact Person -Telephone number -Date	0 = 0 Signed Reference	Campaign Execution and Marketing Services for all Media. Contactable references should include, for example: -Name of the client -Contact Person -Telephone number -Date	
TOTAL				50
(To qualify for Step 2 evaluation bidders must obtain at least 35 points out of 50. Bidders who obtain less than 35 points out of 50 WILL NOT qualify for further evaluation.)				35 (70%)

Bidders are required to achieve a minimum threshold of 35 points out of 50 points (70%) of the allocated weighting on the evaluation criteria set out above to move to the next presentation stage (Step 2).

5.2.1.2 Step 2: Presentation Evaluation on the table below submission (Virtual/Online)

Bidders are required to achieve a minimum threshold of 35 points out of 50 (70%) of the allocated weighting on the evaluation criteria set out below. (Presentation Stage)

	Evaluation Criteria	Scoring Principle	Weighting Score
1.	500-word commentary on how agency perceives the SAWS brand and the current competitive landscape, including agency understanding of weather and climate solutions as well as commentary on SAWS's all media and digital media presence and activity. An Excellent pitch: <ul style="list-style-type: none"> • Strategic & Nuanced: Clearly defines SAWS's "Authority Paradox" – its strength in trust 	10 = Excellent pitch 5 = Good pitch 0 = Poor pitch	10

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	<p>versus its weakness in user experience.</p> <ul style="list-style-type: none"> • Landscape Mastery: Demonstrates a deep understanding of the two-tiered competitive landscape (global giants vs. specialised B2B) and the shift from forecasts to climate solutions. • Specific Digital Critique: Offers precise, constructive criticism of digital touchpoints (e.g., "The mobile app lacks personalised alerts," or "Social media fails to use video effectively for weather explanations"). • Forward-Looking: Concludes with a compelling, strategic recommendation for the brand's future positioning and digital transformation. <p>A Good pitch:</p> <ul style="list-style-type: none"> • Accurate but Broad: Correctly identifies SAWS as authoritative and acknowledges competition from global apps. • Functional Understanding: Recognises the importance of digital media but with generic statements like "the website needs improvement" or "they should be more active on social media." • Descriptive: Adequately describes the current state but lacks deep analysis of the why behind the 		
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	<p>challenges or the specific threats from commercial providers.</p> <ul style="list-style-type: none"> • Safe Conclusions: Offers logical but unoriginal recommendations (e.g., "improve the app," "create more content"). <p>A Poor pitch:</p> <ul style="list-style-type: none"> • Factual Inaccuracies: Contains errors about SAWS's mandate or the services it provides. • Superficial Analysis: Fails to move beyond surface-level observations ("SAWS tells us the weather"). • Misses Key Competitors: Ignores the role of Apple Weather, AccuWeather, or B2B solutions. • Unsubstantiated Opinions: Makes claims about digital presence without examples or a clear rationale. • No Clear Point of View: Lacks a coherent thesis or concluding insight, being merely a collection of disjointed statements. 		
2.	<p>Agency's All media approach for SAWS to include:</p> <ol style="list-style-type: none"> Suggested channels and applications Creative examples for each channel <ul style="list-style-type: none"> • An excellent output is strategic, integrated, and user-centric. It demonstrates a deep 	<p>8 = Excellent practical channel choice with excellent creatives.</p> <p>4 = Good practical channel choice with good creatives.</p> <p>0 = Poor practical channel choice with poor creatives.</p>	8

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	<p>understanding of the brand's challenges and opportunities.</p> <ul style="list-style-type: none"> • A good output is competent and descriptive but lacks the strategic depth and innovative spark of an excellent one. • A poor output is superficial, inaccurate, and ineffective. It fails to address the core brief. 		
3.	<p>Agency to provide a solid return on investment model that shows how a past campaign or strategy delivered the following:</p> <ol style="list-style-type: none"> Increase in brand equity and commercials What was the call to action and what was the outcome Medium to long term impact of the campaign Cost per person reached <p>An Excellent model with excellent and appropriate practical examples:</p> <ul style="list-style-type: none"> • An excellent ROI model is strategic, holistic, and defensible. It tells a compelling story of value creation that goes beyond simple numbers. <p>A Good model with good and appropriate practical examples:</p> <ul style="list-style-type: none"> • A good ROI model is logical and accurate but lacks strategic depth and compelling narrative. 	<p>15 = Excellent pitch with excellent and appropriate practical examples.</p> <p>8 = Good pitch with good and appropriate practical examples.</p> <p>0 = Poor pitch with poor and inappropriate practical examples.</p>	15

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	<p>A Poor model with poor and inappropriate practical examples:</p> <ul style="list-style-type: none"> A poor ROI model is superficial, illogical, or unmeasurable. It fails to demonstrate any real return or strategic thinking. 		
4.	<p>Agency to provide a service breakdown on a hypothetical retainer and/or fee model for.</p> <p>a) An all-inclusive service</p> <p>b) A pay as you go service</p> <p>Budget – Agency to work to a hypothetical figure of R400k for a 12-month campaign</p> <p>Excellent pitch means comprehensive breakdown of the two above fee models with excellent and appropriate practical people resources examples.</p> <p>a) An all-inclusive service</p> <p>b) A pay as you go service</p> <p>Good pitch means a fair breakdown of the two above fee models with fair and appropriate practical people resources examples.</p> <p>a) An all-inclusive service</p> <p>b) A pay as you go service</p> <p>Poor pitch means a poor and incomplete breakdown of the two above fee models with poor and inappropriate practical people resources examples.</p>	<p>13 = Excellent pitch with excellent and appropriate practical people resources examples.</p> <p>7 = Good pitch with fair and appropriate practical people resources examples.</p> <p>0 = Poor pitch with poor, incomplete and inappropriate practical people resources examples.</p>	13

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	<p>a) An all-inclusive service</p> <p>b) A pay as you go service</p>		
5.	<p>Agency to present a five-minute overview of the agency as a way of introducing agency to those members of the SAWS panel who will not have prior knowledge of your agency</p> <p>EXCELLENT OUTPUT</p> <ul style="list-style-type: none"> • Confident & Concise: Fits comfortably within the 5-minute window without feeling rushed. The presenter is poised, makes eye contact, and speaks with conviction, not just from notes. • Strategic, Not Descriptive: Doesn't just list services ("we do social media, we make ads"). It presents a strong, unique Point of View (POV) on SAWS's specific challenges (e.g., "Utility is the New Creativity"). • Deeply Relevant: The entire narrative is tailored to SAWS. It uses SAWS's language ("public good," "severe weather," "climate services") and demonstrates clear homework and understanding of their world. • Clear Value Proposition: Answers "Why us?" compellingly by linking their agency's philosophy directly 	<p>5 = Excellent pitch with excellent and appropriate practical examples.</p> <p>3 = Good pitch with good and appropriate practical examples.</p> <p>0 = Poor pitch with poor and inappropriate practical examples.</p>	5

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	<p>to SAWS's problems. It frames the agency as a strategic partner, not just a vendor.</p> <ul style="list-style-type: none"> • Memorable & Simple: Leaves the panel with one or two crystal-clear, repeatable ideas (e.g., "We bridge the gap between your data and public action."). <p>GOOD OUTPUT</p> <ul style="list-style-type: none"> • Structured & Competent: Covers the main points: who they are, what they do, and their relevant experience. It's professional and clear. • Some Relevance: Makes an effort to connect their services to SAWS, but the connections may be generic (e.g., "we can help with your branding and digital presence"). • Focus on Past Work: Spends significant time showing case studies from other industries. While it demonstrates capability, it doesn't always tie it back to a unique solution for SAWS's specific context. • Logical but Uninspiring: The presentation is sound but lacks a compelling central idea or "spark." It feels more like a capability list than a bespoke argument. • Slightly Over or Under Time: May run a minute long or end too early, 		
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	<p>indicating a lack of rigorous practice.</p> <p>POOR OUTPUT</p> <ul style="list-style-type: none"> • Generic & Off-the-Shelf: The presentation is clearly a standard agency "pitch deck" with only the client's name swapped out. It lacks any specific mention of weather, climate, or public service. • Internally Focused: Spends too much time on their company history, their "cool" office culture, or awards they've won for unrelated work (e.g., fashion brands). It's all about them, not about SAWS. • Vague & Jargon-Heavy: Filled with empty marketing buzzwords ("synergy," "best-in-class," "full-service solutions") without concrete examples or clear meaning. • No Clear Point of View: Fails to articulate what makes their agency different or why their approach is the right one for SAWS's unique challenges. • Poor Time Management: Drastically runs over time or is too short, showing a lack of respect for the panel's schedule and poor preparation. 		
		TOTAL	50
	(Bidders must obtain at least 35 points out of 50 for Step 2. Bidders who obtain less than 35 points out of 50 WILL NOT qualify for further evaluation.)		35 (70%)

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Bidders who score 35 points (70%) and more for Step 2 will qualify for further evaluation in terms of Price and Specific Goals.

5.3 Phase 3: Price and Specific Goals

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
Total points for Price and Specific Goals	100

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the RFQ will be awarded to the bidder scoring the highest points.

6 DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, reference checks and requests for additional information.

7 SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

SAWS reserve the right to exclude bidders who fail to comply with any of the Special Conditions of Contract as stated below.

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7.1 Counter Conditions

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

7.2 Address where services are required.

The successful bidder will be required to render the services at the following address:

South African Weather Service
1263 Heuwel Road
Centurion
0157

Annexure I

POPIA : Supplier Notice and Consent Form

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print)

Capacity

Signature

Name of Firm

Date

(Hereinafter referred to as “the **Data Subject** “)

A company/organization duly incorporated under the laws of Republic of South Africa, having its
main place of business

At, with

registration number:.....

POPIA: SUPPLIER NOTICE AND CONSENT FORM

Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

POPIA: SUPPLIER NOTICE AND CONSENT FORM

- a) Master data
 - Name
 - Addresses
 - Contact numbers
 - Email address
 - Other contact details of the supplier
 - Supplier primary contact person's name and contact information
 - Job position and role / qualifications
 - Partner roles of the suppliers needed for invoicing and ordering
 - Identification / company registration number
 - BBBEE status
 - Central Supplier Database number
- b) Accounting and payment information
 - VAT & Income tax numbers
 - Tax clearance pin
 - Bank details
 - Bank account type and number
 - Name of the account holder
 - Attachment of confirmation documents
 - Terms of payment
 - Accounting correspondence
- c) Supplier classification
 - Category
 - Vendor portfolio
 - Product categories
 - Main product category
 - Additional product categories
 - Vendor category.
- d) Declared conflict or potential conflict of interest
- e) Information on goods and/or services offered by supplier
 - quantity and quality of offered goods and/or services
 - other commercial terms of the offer
- f) Contract information
 - commercial terms of the contract
 - legal terms of the contract
 - any other contractual documentation
 - information about contract performance and instances of non-performance

POPIA: SUPPLIER NOTICE AND CONSENT FORM

3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing, technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law):

- (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected
- (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or

POPIA: SUPPLIER NOTICE AND CONSENT FORM

- (iii) to lodge a complaint with the Information Regulator if they believe that their personal information was not used to the intended purpose. The address of the Information Regulator is Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191.
- (iv) Supplier may withdraw his, her, its Consent so long as they provide SAWS with a “withdrawal of consent notice”, through the Information Officer.
- (v) Supplier may request for correction or deletion of personal information or destruction or deletion of record of personal information.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

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