

**PROVINCE OF
THE EASTERN CAPE**



**PROVINCE OF
THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-25/26-0001

STANDARD BIDDING DOCUMENT: REQUEST SUITABLE QUALIFIED COMMUNICATIONS SERVICE PROVIDER TO PROVIDE SERVICES RELATING TO COMMUNICATIONS, MEDIA, PUBLIC RELATIONS, ADVERTISING, PRINTING, DESIGN AND PUBLISHING OF VARIOUS ADVERTISING PRODUCTS AND EVENTS MANAGEMENT AS AND WHEN REQUIRED BY THE DEPARTMENT FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR ANOTHER 2 YEARS SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEEDS OF THE DEPARTMENT.

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

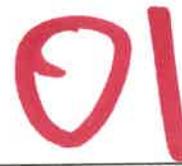
N. Mahlaza
Steve Vukile Tshwete Education Complex
Zone 6, Zwelitsha
5605

Tel: (040) 608 4524
Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: **05TH MAY 2025**

PART A INVITATION TO BID



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-25/26-0001	CLOSING DATE:	05 MAY 2025	CLOSING TIME:	11:00
DESCRIPTION	REQUEST SUITABLE QUALIFIED COMMUNICATIONSERVICE PROVIDER TO PROVIDE SERVICES RELATING TO COMMUNICATIONS, MEDIA, PUBLIC RELATIONS, ADVERTISING, PRINTING, DESIGN AND PUBLISHING OF VARIOUS ADVERTISING PRODUCTS AND EVENTS MANAGEMENT AS AND WHEN REQUIRED BY THE DEPARTMENT FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR ANOTHER 2 YEARS SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEEDS OF THE DEPARTMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MRS y. KLAAS	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4369	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Yoliswa.klaas@ecdoe.gov.za	
SUPPLIER INFORMATION					
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 PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR 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 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."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:.....	Bid number: SCMU6-25/26-0001
Closing Time 11:00	Closing date: 05TH MAY 2025

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:	Bid number: SCMU6-25/26-0001
Closing Time 11:00	Closing date: 05 MAY 2025

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required	by:
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:		*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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SBD 3.2

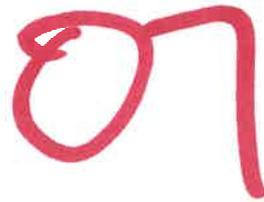
B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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. 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, member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

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 / PERSAL 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 presently employed by the state? YES / NO

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 the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? 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.
.....

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4 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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 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	90
SPECIFIC GOALS	10
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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. **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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Participation	2			
Person With Disability	1			
Promotion of Youth	3			
Enterprises Located in the Eastern Cape Province	3			
Promotion of Meillitary Veterans	1			

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:



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OFFICE OF THE DIRECTOR: COMMUNICATIONS AND EVENTS MANAGEMENT

Steve Vukile Tshwete Complex, Zone 6 Zwelitsha, 5608, Private Bag X0032, Bhisho, 5605, REPUBLIC of SOUTH AFRICA:
Enquiries: Ms Y Klaas. Tel: 040 608 4369. Fax: 040 608 4372. Email: yoliswa.klaas@ecdoe.gov.za

SCMU NUMBER:	SCMU6-25/26-0001
DESCRIPTION:	The Department's Communication Directorate requests bids from suitably qualified communication service provider/s to provide services relating to communications, media, public relations, advertising, printing, design and publishing of various advertising products and events management as and when required by the Department for a period of 3 years with an option to extend for another 2 years subject to budget availability, supplier performance and the needs of the Department.
PUBLISH DATE:	11 APRIL 2025
VALIDITY PERIOD:	90 Days from the closing date
CLOSING DATE:	05 MAY 2025
CLOSING TIME:	11:00 AM
COMPULSORY BRIEFING SESSION	Date: 22 APRIL 2025 Time: 10:00am Address: Mandla Makupula Education Leadership Institution
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	All bids should be posted or hand delivered to: The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha KING WILLIAMS TOWN
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the Department, Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery.
BIDDER NAME:	

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DEFINITIONS

No	Term	Definition
1.	Small event	means any event where a maximum number of 100 people are expected, including officials employed by government.
2.	Medium event	means any event where a minimum number of 101 people and a maximum number of 1000 people are expected, including officials employed by government.
3.	Large event	means any event where a minimum number of 1001 people are expected, including officials employed by government.
4.	GBV	means Gender Based Violence
5.	PR	means Public Relations
6.	ECDoE	means the Eastern Cape Department of Education
7.	CSD	means Central Supplier Database
8.	RFP	means Request for Proposal
9.	SLA	means Service Level Agreement
10.	VAT	means Value Added Tax
11.	CPI	means Consumer Price Index
12.	HDI	means Historical Disadvantaged Individuals
13.	S&T	means Subsistence and Travel
14.	"POPIA"	means Protection of Information Act 4 of 2013
15.	"GCC"	means General Conditions of Contract
16.	"SCC"	means Special Conditions of Contract
17.	"SBD"	means Standard Bidding Documents

1. PURPOSE

- 1.1 The Eastern Cape Department of Education herewith invite Bids from competent service provider/s to assist the Department in the following:
- 1.1.1 to review the existing corporate marketing, branding and communications strategy of the department and implement the reviewed strategy
 - 1.1.2 the co-ordination and successful implementation of departmental events in consultation with responsible line managers.
 - 1.1.3 the implementation of the reviewed corporate marketing, branding and communication strategy together with the coordination of departmental events must take into consideration the diverse requirements of different programmes within the education sector.

2. BACKGROUND

2.1 Gaps and challenges

The lack of free-flowing information is hindered by a number of factors, the largest factor being the deep rurality of the Province. The Communication Directorate does not have the capacity to cover all communication related events in the Province. To this end the Department seeks to appoint a company/joint venture to assist the Department with communications platforms and events management. Bidders must be cognisant of the diverse languages spoken in the Province which is a crucial element of the communications portfolio. Events management hugely affects the reputational credibility of the Department hence the Bidders must be able to demonstrate mitigation of risk in relation to reputational credibility.

2.2 The Department of Education provides quality education for sustainable development through:

- 2.2.1 Providing socially, economically relevant and responsive programs that address the human resources needs of the province and the country.
- 2.2.2 Enhancing the skills base for agrarian transformation, manufacturing diversification and tourism in order to meet the needs of the second economy.
- 2.2.3 Providing quality programs to build the capacity of all employees.
- 2.2.4 Encourage a participatory decision-making process which will empower the whole community at all levels.

3. BID OBJECTIVES

3.1 The service provider in conjunction with the ECDoE's Communication Unit shall:

- 3.1.1 Ensure that important information is provided to all people at all times, effectively and efficiently. There is a need to communicate effectively both to influence public opinion and

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maintain legitimacy. Communications in conjunction with the service provider must implement a two-way communication approach with the public, providing information in a coordinated manner. New information and communication technologies can help enhance the government efforts to communicate proactively with the public. As ECDoE Communications, the directorate seeks to implement the most effective communication channels and media for its audience. The directorate seeks to align internal and external communication strategies to ensure uniformity in messaging across the board, leading to employee behaviour and culture support goals.

- 3.1.2 Implement creative and innovative initiatives across all platforms including but not limited to; advertising, events, roadshows, digital media, PR and educational materials that will enable the Department to communicate effectively with its stakeholders.
- 3.1.3 Market the Department through activations, promotions, exhibitions and other relevant activities that will enable the Department to reach its target audience.
- 3.1.4 Organize and co-ordinate and implement events for the department ensuring compliance with applicable legislation.
- 3.1.5 Optimizing the utilisation of the departmental app

4. PERFORMANCE MONITORING

- 4.1. The service provider will be required to put in place a monitoring and reporting service that will enable the department to track progress in terms of all the initiatives that will be implemented.

5. SCOPE OF WORK

5.1. Delivery Capabilities: The bidder must be able to provide a complete range of the following services.

5.1.1 Services for Communications

- 5.1.1.1 Public Relations and Media Liaison.
- 5.1.1.2 Design and develop communication materials, such as newsletters, posters, pamphlets.
- 5.1.1.3 Advertising in all media platforms (print, radio, television, taxis, busses, billboards etc).
- 5.1.1.4 Branding as per DoE Brand Manual.
- 5.1.1.5 Production of Videos, documentaries and digital materials.
- 5.1.1.6 Regular update of information management for the update website and intranet.
- 5.1.1.7 Marketing and Promotion – reaching the target audience through channels like social media, email marketing and advertising.

5.2 Services for Events Management

- 5.2.1 Planning, organizing, managing and coordinating the provision of departmental marketing materials in departmental events.

- 5.2.2 **Venue Selection** – Choosing a physical space tailor made for a specific departmental event.
- 5.2.3 **Budgeting** – Ensuring that the event is delivered in the most cost-effective manner without compromising service delivery and ensuring that the budget for the event is aligned to the costing projections for the end-user.
- 5.2.4 **Marketing and Promotion** – reaching the target audience through channels like social media, email marketing and advertising.
- 5.2.5 **Logistics** – Coordinating logistical elements like transportation, accommodation and catering.
- 5.2.6 **Event Concept** – Establishing a clear concept for the event.
- 5.2.7 **Event Format** – Choosing the right format for the event.
- 5.2.8 **Post-Event analysis** – Analysing the event after it is over.
- 5.2.9 Ensuring the smooth execution of the program, registration, attendee management and safety protocols.
- 5.2.10 Executing Safety at Sports and Recreational Events Act of 2010 (SASREA)
- 5.2.11 To provide measures to safeguard the physical well-being and safety of people.
- 5.2.12 **Protocol:** To provide risk categorization of events and provide establishment of measures to deal with safety and security at events.
- 5.2.13 Presence on all social media platforms.

5.3 The Service Provider must have the following expertise:

- 5.3.1. Experience and knowledge in branding, marketing, communication and events management, across all media platforms.
- 5.3.2. Be willing to work beyond normal working hours including weekends and public holidays
- 5.3.3. Take all reasonable steps to ensure that up to date firewalls are built into e media platforms to prevent hacking.
- 5.3.4. Plan and implement Public Relations programmes, media engagement, including the preparation of cost estimates and budgets;
- 5.3.5. Build strategic partnerships with media houses and other government departments
- 5.3.6. Write, edit and arrange production of newsletters, in-house magazines, pamphlets and brochures, website, blogs, forums etc;
- 5.3.7. Assist in preparing organisational documents of the entire department as and when required.
- 5.3.8. Assist with drafting of speeches, prepare visual aids and assist with public presentations;
- 5.3.9. Oversee production of visual (film/ video/ photography), audio and electronic material, including preparation of information for intranet and website;
- 5.3.10. Assist the Department with crisis communication management;
- 5.3.11. Attend cross-functional meetings and provide advice on the strategic Public Relations goals and determinants as and when required.

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- 5.3.12. Keep the Department informed about the activities of government agencies and officials.
 - 5.3.13. Co-ordinate and assist in execution of events, logistics and other related services.
 - 5.3.14. Assist in drafting media messages for Departmental spokesperson/s including general and focused messages (focused messages may include GBV, disabilities etc)
 - 5.3.15. Managing the flow of information between the Department and the public;
 - 5.3.16. Advise management on communication issues and strategies;
 - 5.3.17. Must ensure full compliance with all applicable legislation.
 - 5.3.18. Write, edit and arrange production of newsletters, in-house magazines, pamphlets and brochures, website, blogs, forums etc;
 - 5.3.19. Assist the department with crisis communication management.
 - 5.3.20. Attend cross-functional meetings and provide advice on the strategic PR goals and determinants as and when required.
 - 5.3.21. Keep the Department informed about the activities of government agencies and officials.
 - 5.3.22. Co-ordination and provision of events, logistics and other related services.
 - 5.3.23. The bidders are required to submit a comprehensive risk management strategy associated with the sourced services.

5.4. The service provider must, *inter allia*, develop, review and update as applicable:

- 5.4.1 an extensive media database;
- 5.4.2 an Integrated Marketing and Communication Plan (both internal and external);
- 5.4.3 a Public Relations and Media Engagement Plan;
- 5.4.4 a Crisis Management Strategy;
- 5.4.5 a Reputation Management Strategy;
- 5.4.6 a strategy to counter negative public perception of the department

6. TIME FRAMES AND DURATION OF CONTRACT

- 6.1. It is required that the successful Bidder will commence with preparation work on the Project within a period of fourteen (14) days, after notification that their Bid has been accepted.
- 6.2. Prepare and submit to the Department for consideration and approval a detailed integrated marketing and communications plan containing information on how the project will be conducted; within four (4) weeks of notification that the Bid(s) have been accepted. Failing to deliver, the Department reserves the right to terminate the contract and appoint the next highest bidder.
- 6.3. The contract will be for a duration of three (3) years with an option to extend for a

period of two (2) years subject to budget availability, supplier performance and the needs of the Department.

- 6.4 The contractor may be requested to scale down services (in terms of an approved exit plan) during the final year of the contract.

7.1. SPECIAL CONDITIONS OF CONTRACT

- 7.1. The formation of joint ventures is encouraged.
- 7.2. All products and material to be delivered in terms of this project must be of good quality.
- 7.3. All marketing and communication material to be produced must have the logo and branding of the Department and will be the property of the Department.
- 7.4. It will be required of the successful Bidder/s to work closely with the Department's Communications Management team.
- 7.5. In addition to the Bidding Documents that must be completed and submitted, Bidders are required to prepare and submit a comprehensive company profile as per point 4 & 5 above. Failure to submit shall result in Bids being forthright rejected without consideration.
- 7.6. Successful Bidders are required to take note of the contents of the General Conditions of the Contract (GCC), which together with the Service Level Agreement (SLA) that the successful bidder is expected to sign, shall form an integral part of the Agreement between the Department and the Service Provider.
- 7.7. Bids received after the closing date and time will not be accepted for consideration.
- 7.8. A bid not complying with the minimum requirements stated hereunder will be regarded as not being an "acceptable bid" and as such will be rejected if:
 - 7.8.1 any pages have been removed from the bid document or have not been submitted;
 - 7.8.2 the bid document is completed using a pencil. Only black ink must be used to complete the bid document;
 - 7.8.3 the bid has not been properly signed by a party having the authority to do so;
 - 7.8.4 a duly signed and dated original copy of the company's relevant resolution of their members or board of directors is not submitted;
 - 7.8.5 any of the directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State;
 - 7.8.6 the bidder has abused the Department's Supply Chain Management systems;
 - 7.8.7 a copy of a valid signed Joint Venture /Consortium agreement (If applicable) to the bid document has not been attached;
 - 7.8.8 disclosing of wrong, incomplete and or not signed information.

- 7.9 The Parties to this bidding process acknowledge and understand the contents of the POPI Act no 4 of 2013 and undertake to fulfil all obligations contained therein, in respect of any and all information that may come into their possession by virtue of this bid.
- 7.10 The Department reserves the right to negotiate the price with the preferred bidders prior to the award and with the successful bidder(s) post award.
- 7.11 The Department reserves the right to exercise a breach of contract clause as stipulated in the SLA to be signed, should the awarded Bidder perform unsatisfactorily.
- 7.12 In circumstances where an event has to be cancelled through no fault of the service provider then the department will reimburse the service provider for actual costs incurred provided there is written proof thereof. Written proof means invoices and or copies of bank statements reflecting payments to relevant suppliers. No other means of verification will be accepted.

8. BIDDING DOCUMENTS TO BE COMPLETED, SIGNED AND SUBMITTED

- 8.1. All the information contained in this bid, specifically that under Clauses 3 to 7 above; as well as the contents of the Department's Communication Strategy as attached, must be taken into account and used as a basis for the formulation of proposals.
Annexures thereto, must be duly and comprehensively completed, signed and submitted, with specific reference to:
 - 8.1.1. SBD 3.1 & SBD 3.2
 - 8.1.2 Bid Form: Invitation to Bid (SBD 1)
 - 8.1.3 Declaration of Interest (SBD 4)
 - 8.1.4 Preference points claim form in terms of Preferential Procurement Regulations of 2022 (SBD 6.1).

9. INDEMNITY UNDERTAKING

- 9.1 The service provider indemnifies the Department and its employees from any damages and or injuries suffered by any third party as a result of the service provider performing in terms of this contract.

10. PUBLIC LIABILITY INSURANCE

- 10.1 For any event defined as a small event the service provider shall ensure that such event is fully covered for all the necessary insurances, including but not limited to public liability insurance for the minimum amount of R50 000 000.00 (Fifty Million Rand).
- 10.2 For any event defined as a medium event the service provider shall ensure that such

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- event is fully covered for all the necessary insurances, including but not limited to public liability insurance for the minimum amount of R100 000 000.00 (One Hundred Million Rand).
- 10.3 For any event defined as an event the service provider shall ensure that such event is fully covered for all the necessary insurances, including but not limited to public liability insurance for the minimum amount of R250 000 000.00 (Two Hundred and Fifty Million Rand).

11. ADJUDICATION OF THE BID

All bids submitted and that meet the requirements as per the bid conditions will be evaluated on the basis of their responsiveness to the terms of reference, according to the evaluation criteria in the bid document pack.

Bidders must note that bulk of points are allocated in respect of the experience and capability of the individual team members, and the bids will only be evaluated **if detailed CVs of the proposed project members** are provided. Failure to include sufficient information to enable adjudicators to allocate requisite points will result in the bidder not earning such points.

12. REPORTING AND COMMUNICATION MANAGEMENT

The Programme Manager of the appointed Service Provider will act as the Team Leader and will report directly to the Department's Director: Communication & Events Management.

- 12.1 Reporting against all the deliverables will be on a quarterly basis.
- 12.2 The successful bidder will be required to invoice the Department on a monthly basis.

13. OTHER TERMS AND CONDITIONS AFTER THE AWARD OF THE BID

13.1 Facilities to be provided by the appointed bidder

- 13.1.1 The successful bidder will be required to establish and maintain offices at his own cost, which offices must be located within 10 km radius from the Department's Head Office, Zwelitsha.
- 13.1.2 The successful bidder must provide all the necessary office equipment such as computers, printers, copiers, etc. as well as internet and email services provision.
- 13.1.3 The successful bidder must also provide for his own administrative support, stationery and communication costs.

14 BID CONDITIONS

- 14.1 The cost of delivery, labour, Subsistence and Travel (S&T), overtime, bid price and all relevant costs must be included when pricing.
- 14.2 The Department reserves the right to award the bid in whole, partially, to multiple bidders or to not award the bid.
- 14.3 All prices must be quoted in South African Rand (ZAR).
- 14.4 All bids submitted will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements /conditions, will be eliminated from further adjudication.
- 14.5 Bids which have met all the administrative compliance requirements will advance to the next stage.
- 14.6 Bidders must submit their bids in line with this bid specification. All prescribed services must form part of the bid. Partial or incomplete bids will be disqualified.
- 14.7 Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bids,
- 14.8 Bids must be delivered by the stipulated time, to the correct address and late bids shall not be accepted for consideration,
- 14.9 All bids must be submitted on the official forms provided, not to be re-typed or online,
- 14.10 Bidders must register on the Central Supplier Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes),
- 14.11 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 Legislation or Special Conditions of Contract,
- 14.12 Bidders must ensure compliance with their tax obligations,
- 14.13 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 14.14 All supporting documentation and manuals submitted with when bidding will become the Department's property unless otherwise stated by the bidder(s) at the time of submission.
- 14.15 Bidders are requested to submit one (1) original and two (2) copies of their bids indexed and separated for ease of reference.
- 14.16 Bidders are requested to submit their bids in the following manner:
 - 14.16.1 Functionality proposal must be submitted in a separate envelope clearly marked "TECHNICAL BID";
 - 14.16.2 The pricing should be submitted in a separate envelope clearly marked "PRICING SCHEDULE"
- 14.17 In the case of a Consortium or Joint Venture, prospective bidders should individually submit

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the fully completed and signed SBD forms separately.

14.18 If Bidding as a Consortium or Joint venture, the Consortium or Joint Venture must have an agreement signed by all nominated members of the consortium or joint venture stating the leading company.

14.19 If the bidder is bidding with an intention of subcontracting certain tasks, then the Bidder must state the name of the subcontracting company and the percentage which must not be more than 30%.

14.20 General Conditions of Contract (GCC) attached must be initialled on every page.

14.21 If, during the duration of the contract any entity of the Joint Venture or consortium under the control of the lead bidder needs to be replaced, the JV/consortium must submit a motivation which is subject to approval by the Department. The replacement must in the very least have the same qualifications, knowledge and experience of the entity being replaced.

15 EVALUATION PROCESS

Bids will be evaluated in three stages, i.e. Stage 1- Administrative Compliance, Stage 2- Functionality and Stage 3- Price and Preference Points.

In terms of Revised Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and Preferential Procurement Regulation 2022, responsive bidders will be adjudicated on 90/10 preference point system, ninety (90) points will be allocated for price and ten (10) points for specific goals.

15.1. STAGE 1- ADMINISTRATIVE COMPLIANCE

15.1.1 A paper-based administrative evaluation will be carried out on all bids received and if any of the bidders do not fulfil the applicable requirements, such bidder will be eliminated from further evaluation.

15.1.2 Bidders must complete and sign all the attached standard bidding documents (SBD1, SBD4, SBD 6.1, SBD3.1, SBD 3.2).

15.1.3 Non-attendance of compulsory briefing session will lead to elimination.

15.2 STAGE 2 - FUNCTIONALITY

Functionality evaluation

Only bids which score more than 80% in total for functionality will be considered for further adjudication and award.

ITEM	A. CRITERIA FOR FUNCTIONALITY	COMPLY	NOT COMPLY	SUPPORTING DOCUMENTS EVIDENCE
A.1	<p>1. SERVICES: The Bidder must be able to provide the services and expertise as stipulated in clause 5 (scope of work) above.</p> <p>2. RESOURCES:</p> <ul style="list-style-type: none"> • Capacity to execute the work • Ability to deal with emergency contingency planning. <p>Successful bidders will be required to provide certified copies of relevant qualifications and proof of registration with relevant regulatory bodies.</p>			<p>A comprehensive portfolio of evidence, referencing each of the services required from the bidder. The portfolio of evidence must include the organogram of the bidder, details of human resources with CV's, and value of work undertaken in the last 5 years, such work must be accompanied by written confirmation from the client to whom such services were rendered AND Contactable references must be provided;</p> <p>A reference will be discarded if the reference gives a negative reference. The organogram must, as a minimum</p>

				include all the resources as listed in the pricing schedule.	
	Points will be allocated as follows:	Points			
	5 or more references 15 points	15	40		
	3 to 4 references 10 points				
	1 to 2 references 5 points				
	Combined value of work performed in the past 5 years.				
	One hundred million rand (R100 000 000) and above 15 points	15			
	Fifty to ninety-nine million rand (R50 000 000 to R99 000 000) 10 points				
	Twenty to forty-nine million rand (R20 000 000 to R49 000 000) 5 points				
	CVs detailing resources indicated on the pricing schedule	10			
		COMPLY	NOT COMPLY		
A.2	<p><u>Risk Management Strategy:</u></p> <ul style="list-style-type: none"> • The bidders are required to submit a comprehensive risk management strategy associated with the required services. • The risk management strategy must include a disaster management plan. • Each identified risk must be accompanied by a mitigating action. 				

<p><u>Local Economic Development Strategy (LED)</u></p> <p>Designated groups: The bidder is required to submit their LED strategy on how SMMEs, designated groups (Youth, women and persons with disabilities) will benefit from the project.</p> <p>SMMEs: A bidder that submitted an LED strategy that demonstrates how SMMEs will benefit from the project</p> <p>Local communities A bidder that submitted an LED strategy that demonstrates how local communities will benefit from the project.</p>			
<p>Points will be allocated as follows:</p>	Points		
<p>Risk Management Strategy for the sourced services, Scale of 0-15 points</p> <p>5 points – Risk Identification 5 points – Risk Mitigation 5 points – Risk Monitoring and Review</p>	15	30	
<p>Local Economic Development Strategy (LED), subcontracting to Local SMMEs members. Scale of 0-15 points</p> <p>5 points – 5 to 9% 10 points – 10 to 20% 15 points – 21 to 30%</p>	15		

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		COMPLY	NOT COMPLY	
A.3	<u>FINANCIAL VIABILITY</u>			
	Detailed proof of Financial Rating			
	Points will be allocated on the capacity of the service provider to sustain the project financially. If it is found that a service provider has financial capacity based on submitted proof, the points will be allocated as follows:			
	Points will be allocated as follows:	Points		
	A rating	30	30	
	B rating	20		
	C rating	10		
Below C	0			
TOTAL POINTS			100	

15.3 STAGE 3- PRICE AND PREFERENCE POINTS

15.3.1 General price criteria conditions

Bidder(s) will be bound by the following general price criteria conditions and ECDOE reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the signed contract/contractual obligation for the bidder. However, ECDOE reserves the right to include or waive the condition in the signed contract. Negotiations on pricing by the services provider may be entered into between the service provider and the department should a need arise, subject to the CPI.

15.3 1.1 PRICING SCHEDULE

- 15.3.1.1.1 It is compulsory that the bidder completes the pricing schedule hereunder as provided.
- 15.3.1.1.2 Failure to do so will invalidate the bidders' proposal.

- 15.3.1.1.3 Prices shall be firm for the first year. Any increase thereafter shall be subject to CPI;
- 15.3.1.1.4 **Resource plan and pricing** (to be submitted in a separate and sealed envelope marked "Financial Proposal").
- 15.3.1.1.5 The pricing rates must be all inclusive for example all off-site overheads, employee benefits, leave, VAT, escalation costs, delivery costs and any other relevant to the required services must be included when pricing.

No	Resource Plan	Monthly Hours (Maximum 160 hrs per resource per month)	Rate Per Hour Excl. VAT	Total, Excluding VAT
1	<p>Engagement Director with relevant qualifications (Communication and events management):</p> <p>Responsibilities include <i>inter-alia</i> but not limited to: -</p> <ul style="list-style-type: none"> • Development of the overall communication strategy in consultation with the Communications Team. • Manage all programmes designed to enhance the department's communication strategy. • Monitor communication trends. • Provisioning of event management services in terms of applicable legislation. • Provision/supply, oversee and monitor all departmental events. • Provide logistics for departmental events. 			
2	<p>Technical Director with qualifications</p> <p>Responsibilities include <i>inter-alia</i> but not limited to: -</p> <ul style="list-style-type: none"> • Develop time schedules for all staff within the company. • Set targets and goals as per the directives received from the department. • Provide technical support and guidance to the team. 			

No	Resource Plan	Monthly Hours (Maximum 160 hrs per resource per month)	Rate Per Hour Excl. VAT	Total, Excluding VAT
	<ul style="list-style-type: none"> • Ensure technical support is provided for at each event. • Provide strategic communication campaigns on behalf of the department. • develop crisis communication plan for the department. • develop stakeholder management plan for all education programmes • Update and maintain reputation of the departmental social media platforms. • Implement innovative developmental communication strategies to reach out to target audiences. 			
3	<p>Senior Manager (Project Leader) include inter-alia but not limited to: -</p> <ul style="list-style-type: none"> • Assists the technical Director to ensure all tasks are executed within prescribed timeframes. • Lead liaison person between the company and the department. 			
4	<p>Media Engagement Specialist: include inter-alia but not limited to: -</p> <ul style="list-style-type: none"> • Establish relations with editors, journalists, bloggers, influencers etc. of media houses, • Ensure that the department is always visible in the media space. • Gives direction in the development of material for media, e.g: media statements, opinion pieces, blogs etc. • Conduct research on certain topics and create blueprints on certain topics. 			

No	Resource Plan	Monthly Hours (Maximum 160 hrs per resource per month)	Rate Per Hour Excl. VAT	Total, Excluding VAT
	<ul style="list-style-type: none"> • Write adverts for various media platforms. • Draft speeches for the political head and the Head of Department. • Write Opinion pieces, media statements, edit stories for publishing purposes. • Develop posters and Pamphlets 			
5	<p>Digital Marketing Specialist: include inter-alia but not limited to: -</p> <ul style="list-style-type: none"> • Creative skills and competencies in communication, research and development of content to promote services provided by the department. • Skills for film, documentary video production for online advertising. • Oversee development and publishing of content in line with the brand of the department ie. brand identity. • Collaborate with Communications team in managing social media pages. • Assist with online packages such as; news flash, count downs, awareness campaigns and information boards for the department, prior and post events. 			
6	<p>Digital Marketing Specialist: include inter-alia but not limited to: -</p> <ul style="list-style-type: none"> • Creative skills and competencies in communication, research and development of content to promote services provided by the department. • Skills for film, documentary video production for online advertising. 			

No	Resource Plan	Monthly Hours (Maximum 160 hrs per resource per month)	Rate Per Hour Excl. VAT	Total, Excluding VAT
	<ul style="list-style-type: none"> • Oversee development and publishing of content in line with the brand of the Department ie. brand identity. • Collaborate with Communications team in managing social media pages. • Assist with online packages such as; news flash, count downs, awareness campaigns and information boards for the department, prior and post events. 			
7	<p>Web/Graphic Designer: include inter-alia but not limited to: -</p> <ul style="list-style-type: none"> • Creation of visual concepts using software to communicate information. • Communicate ideas to inspire, inform and captivate our target audiences. • Utilisation of artistic skills and ability to use the correct font and branding of the department. • Graphic design skills and software such as photoshop, Corel DRAW etc. • Maintenance of the DoE's brand and reputation in the public eyes. • Develop campaigns and programmes to enhance the image of the department. • Possess communication skills and experience. 			
8	VAT			
9	Management Fees			

15.4 SIMULATED EVENTS, CAMPAIGNS & BRANDED MATERIALS

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NO	ACTIVITY	COST
1.	RADIO ADVERTISEMENTS	
1.1	Development and production of a least five (5) 45 seconds adverts	
1.2	Radio Airtime on community radio stations, five (5) 45 second's advert to be flighted at least 40 times each (one advertisement per month, flighted 10 times per week – twice per day	
1.3	Radio commercial radio stations five (5) 45 second's advert to be flighted at least 40 times each (one advertisement per month, flighted 10 times per week – twice per day	
2.	RADIO PROGRAMMING	
2.1	Development and production of thirty (30) part radio programmes, three (3) min episodes to be flighted on community radio stations	
2.2	Airtime on community radio stations for flighting of twenty-six (26) 3-minute episodes, flighted three (3) times a week.	
3.	TELEVISION ADVERTISEMENTS	
3.1	Development and production of at least four (4) 30 seconds television advert	
3.2	Television airtime on SABC, ENCA, ETV channels for at least four (4) 30 second television adverts to be flighted at least 40 times each (one) advert per month, ten times a week – twice a day.	
4.	NEWSPAPER ADVERTISEMENTS	
4.1	Development and production of five (5) half-page newspaper adverts	
4.2	Newspaper advert space in community and commercial newspapers (one advertisement per month flighted ten (10) times a month – twice a week per chosen publication.	
5	DEVELOPMENT OF ADVOCACY MATERIAL	
5.1	100 x Posters, 100 x Pamphlets, 100 x booklets, 100 x book markers, 100 x Z-cards in four official languages	
6.	BELOW THE LINE MARKETING	
6.1	Airport Advertising	
6.2	Taxi Rank Advertising	
6.3	Bus Rank Advertising	
6.4	Billboards	
7.	BRANDING MATERIAL	
7.1	Backdrop Banner	
7.2	Pull-up Banner	
7.3	Telescopic Banner	
7.4	A frame banner	

7.5	Portable Poster Display	
7.6	Gazebo	
7.7	Brochure stand	
7.7	Lectern	
7.8	Lectern Banner	
7.9	Perspex name placement holder	
7.10	Name badges	
8.	CO-ORDINATION OF KEY EVENTS	
8.1	Public participation programmes	
	Official handover of schools	
	Conceptualization, profiling and advocacy for key departmental events on various programmes e.g, Release of Results, Youth, Summits, conferences etc.	
	Round table discussions,	
	Networking sessions,	
	Media Briefings,	
	Principals, Circuit, District Engagement Sessions.	
9.	OTHER SERVICES	
9.1	Media Monitoring and management (quarterly and year)	

16. BRIEFING SESSION

Bidders must note that there will be a compulsory pre-bid briefing session. Any bidder, consortium or joint venture that fails to attend the compulsory pre-bid session will be disqualified. The details are as follows:

Venue: Mandla Makupula Education Leadership Institute

Date: 22 April 2025

Time: 10H00

17. CLARIFICATIONS/ ENQUIRIES

17.1 Any clarification required by a bidder regarding the interpretation of the Terms Reference, or aspects concerning bid procedures, may be requested in writing via e-mail by (date) from **Ms N. Mqijima**, nyameka.tokwe-mqijima@ecdoe.gov.za (terms of reference) or **Mr P. Nxozana**, email pakamile.nxozana@ecdoe.gov.za (bid procedures) who can be contacted at the email addresses as listed in the Invitation to Bid. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders, but by e-mail only. The last date for tenderers to address questions of clarity is twenty-four hours before the closing date.

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18. ADDITIONAL INFORMATION REQUIREMENTS

19.1 During evaluation of the Bid(s), additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to a bid being disregarded.

19. SUBMISSION OF BIDS

19.1 A **bound original plus one (1) unbound copy of the bid**, together with a sealed envelope containing the bided price, i.e. Two documents and a sealed envelope should be deposited in the Bid Box at:

Foyer at Main Entrance
Department of Education
Steve Tshwete Complex
Zone 6
ZWELITSHA

19.2 NB: Bidders are to indicate on the cover of each document whether it is the original or a copy.

19.3 The separate sealed envelope containing the Pricing Schedule and signed Bid Sum should be marked "Bid Price" and the name of the bidder.

19.4 Bids should be submitted in a sealed envelope, marked with clear and vissible:

19.4.1 Bid number

19.4.2 Closing date and time

19.4.3 The name and address of the bidder

19.5 Documents submitted on time by bidders shall not be returned.

20 Closing Date

20.1. The closing time and date for the submission of Bidding Documents is at **11:00** on
Date: 05 May 2025

N. MGIJIMA
A/Director: Communications and Events Management

DATE

The Department's Communication Directorate requests bids from suitably qualified communication service provider/s to provide services relating to communications, media, public relations, advertising, printing, design and publishing of various advertising products and events management as and when required by the Department for a period of 3 years with an option to extend for another 2 years subject to budget availability, supplier performance and the needs of the Department.

RECOMMENDED/ NOT RECOMMENDED

BSC CHAIRPERSON

DATE

BSC MEMBER

DATE

BSC MEMBER

DATE

BSC MEMBER

DATE

APPROVED /NOT APPROVED

**MS S. MAASDORP
A/HEAD OF DEPARTMENT**

DATE

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- 19.3 **The separate sealed envelope containing the Pricing Schedule and signed Bid Sum should be marked "Bid Price" and the name of the bidder.**
- 19.4 **Bids should be submitted in a sealed envelope, marked with clear and visible:**

19.4.1 Bid number

19.4.2 Closing date and time

19.4.3 The name and address of the bidder

- 19.5 Documents submitted on time by bidders shall not be returned.

20 Closing Date

- 20.1. The closing time and date for the submission of Bidding Documents is at **11:00** on
Date:


N. NGIJIMA
A/Director: Communications and Events Management

14/05/2024
DATE

The Department's Communication Directorate requests bids from suitably qualified communication service provider/s to provide services relating to communications, media, public relations, advertising, printing, design and publishing of various advertising products and events management as and when required by the Department for a period of 3 years with an option to extend for another 2 years subject to budget availability, supplier performance and the needs of the Department.

~~RECOMMENDED/ NOT RECOMMENDED~~


BSC CHAIRPERSON

19/11/2024
DATE


BSC MEMBER

19/11/2024
DATE


BSC MEMBER

19/11/24
DATE


BSC MEMBER

19/11/2024
DATE

APPROVED /NOT APPROVED


MS S. MAASDORP
A/HEAD OF DEPARTMENT

DATE

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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.