



ANNEXURE 1

TECHNICAL AND PRICING REQUIREMENTS

BIDDERS MUST SUBMIT ANNEXURE 1 TOGETHER WITH THE MAIN BID DOCUMENT

RFB Ref. No:	RFB: 2688-2022
RFB DESCRIPTION:	Request to Appoint a Service Provider for The Provisioning of Public Relations, Corporate Communications (Internal and External) and Related Services to SITA for A Period of Three (3) years.
PUBLICATION DATE:	15 November 2022
NON-COMPULSORY BRIEFING SESSION:	Non-Compulsory Briefing Session will be held as follows: Date: 25 November 2022 Time: 10:00AM (South African Time) Place: Microsoft teams (Request a link from mandla.nhlabathi@sita.co.za)
CLOSING DATE FOR QUESTIONS:	28 November 2022
RFB CLOSING DETAILS AND ADDRESS	Date: 06 December 2022 Time: 11h00AM (South African Time) Address: Tender Officer, 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105 (Head Office)
BID VALIDITY PERIOD	120 Days from the Closing Date

NOTE: PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS.

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1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Provisioning of Public Relations, Corporate Communications (Internal and External) and Related Services to SITA for a period of 36 months (3 years)”.

1.2. BACKGROUND

SITA’s objectives include striving to be customer centric, with a strong focus on protecting and improving its image and reputation. The qualitative and relevant service delivery, ethical business conduct, customer satisfaction and strategic communications are pivotal to reputation management and brand building.

There is a need to augment capacity to enable Corporate Communication Unit to deliver on its mandate to support the organization with Strategic Communication and build stakeholder confidence. Also, to provide various platforms inclusive of digital channels including a Digital Marketing Strategy to profile, promote and position the repurposed and rebranded SITA.

2. SCOPE OF BID

2.1. SCOPE OF WORK

To incorporate a proactive methodology on all levels and in all areas of the organisational requirements with the sole purpose of managing SITA’s reputation as a preferred innovative thought leading and trusted government adviser and a driver of secured digital transformation in the public sector; ensuring consistency in messaging through driving our own narratives across a wide range of impactful communication channels and marketing platforms and demonstrating good corporate citizenship.

2.1.1 The appointed service provider, will be responsible for the following activities:

- (a) Provide Internal and External Corporate Communication Strategy and Strategy Implementation Support
- (b) Strategic Public Relations support
- (c) Social Media support
- (d) Media Relations support
- (e) Public Relations campaign conceptions and management
- (f) Strategic input and support on Public Relations campaigns
- (g) Copy writing, editing and proofreading on various projects Integrated Communication and Marketing strategy design
- (h) Development and/or design of the Implementation Plans Internal and External Communication support

- (i) Photography and videography as and when required for all SITA activities and functions

2.2. DELIVERY ADDRESS

The service provider will be required to render the services to SITA Head office at 459 Tsitsa Street, Erasmuskloof and on request they will support SITA on all SITA activities outside of Erasmuskloof offices in other SITA regional offices.

1.	SITA Head Office , Erasmuskloof

3. DETAILED REQUIREMENTS

3.1. PUBLIC RELATIONS SERVICES

The appointed service provider will ensure that SITA's strategic objectives, activities and messages are clearly articulated and communicated in whichever format that is required from time to time. In addition, the appointed preferred service provider will have to incorporate a proactive methodology on all levels and in all areas of the organisational requirements with the sole purpose of managing SITA's reputation as a preferred innovative thought leading and trusted government adviser and a driver of secured digital transformation in the public sector; ensuring consistency in messaging through driving our own narratives across a wide range of impactful communication channels and marketing platforms and demonstrating good corporate citizenship.

3.1.1 Strategic Corporate Communication and Public Relations support

- a) Digital Strategy for Corporate Communications
- b) Provide Internal and External Corporate Communication including Public Relations Strategy

3.1.2 Media Support

- a) Assist in strategic conceptualisation and executing of Corporate: Internal and External Public Relations initiatives in enhancing, managing the reputation of the organisation.
- b) Apply creative, out of the box thinking in strategically positioning SITA as the proficient lead Agency in the public sector ICT sector.
- c) Conceptualise and support in the implementation of internal / external corporate communication campaigns
- d) Development of leadership and programmatic messages
- e) Conduct analysis of SITA image and reputation at monthly and quarterly intervals to reflect a turnaround in the image and reputation of SITA – reports to be provided.

- f) Arrangement and management of Leadership communication training
- g) Research key issues and trends proactively and as identified by SITA.
- h) Research information on a variety of ICT / Govt related areas proactively and as identified by SITA.
- i) General reputation management to specific stakeholders that might be targeted from time to time (Road shows etc.)
- j) Photographic Services: Event specific Images / Social Media / Electronic Library management

3.1.3 Media Relations / Overall writing support

- a. Develop and implement a comprehensive and strategic media strategy for SITA, that relates to Board, Executive and programmatic work.
- b. Provide a full service in relation to media relations and PR support
- c. Media liaison and media relationship building support.
- d. Proactive media liaison to circumvent negative media publicity
- e. Provide media advice to EXCO members and corporate communications team
- f. Write media statements, opinion pieces, thought leadership articles, letters to the editor, alerts and updates as well as any other general writing requirements.
- g. Provide general editorial or advertorial support on any material.
- h. Write, develop and edit documents, presentations and other Media / Public Relations material.
- i. Ensure capability to be to date on latest media monitoring issues related to SITA and provide associated advice.
- j. Prepare speeches, presentations, briefing notes and presentations on request.
- k. Develop a relevant media database and hand to SITA
- l. Arrange, set up and host media conferences/breakfasts/cocktail events/site visits and tours: editor/journalists, preparing advisories, media packs, media liaison and briefing of leadership
- m. Ensure that face to face interviews are arranged for SITA's Executive and Senior Management Team and the SITA Board of Directors to ensure healthy media relationships – if and when required.
- n. Arrange and manage webinars and online media events, where requested

3.1.3 Social Media

- a. Develop SITA Social Media strategy
- b. Comprehensive Social Media Support at all levels.
- c. Where required collaboration with Communication team and where required other identified departmental members e.g. in marketing etc team
- d. Manage and promote SITA via all current and future social media if and when required.
- e. Daily social media updates
- f. Social Media Research of Relevant Topics
- g. Converting SITA information into Interesting Topics

- h. Social Media Images Design and Sourcing
- i. Community Management
- j. Responses to messages
- k. Development of Images
- l. Analysis of Emerging Issues
- m. Events attendance and photography coverage – when required

3.1.4 Crises Communications Support

- a. Compile SITA Public Relations Crisis management strategy
- b. Advise SITA leadership
- c. Manage SITA reputation during crisis
- d. Reach out to key stakeholders and influencers during crisis to mitigate rising perceptions.

3.1.5 Account Manager

Ensure account manager (and an alternative) is available, accessible and has a thorough understanding of SITA's media monitoring needs and requirements.

- a) Strategic Communications Specialist
- b) Ensure a strategic communication specialist and manager (and an alternative) is available, accessible and has a thorough understanding of SITA's to give advice and present high-level understanding and present media options / alternatives / interventions on media matters
- c) Has lobbying capacity to ensure interventions are actioned and delivered on.

3.1.6 Critical: Additional note to Requirements

- a) Repositioning SITA in relevant media: Provide unparalleled exposure of SITA through a well-established media contact network as well as have influence with prominent journalists in the mainstream media and ICT environment.
 - b) When required, a suitable service provider must also secure interviews and opportunities for SITA to be positioned in all media: broadcast, print, electronic etc. The service provider must also be highly proficient in arranging, hosting media conferences with related statements, media kits and tours if required.
 - c) They should also be able to provide crisis management intervention plans and BCM support in the event of crisis. SITA requires professional assistance in managing its reputation in all existing social media including Facebook, LinkedIn, twitter etc.
 - d) SITA also requires highly skilled writers for content generation from highly specialized writers that are familiar with the ICT environment and produce copy internally and for newspapers, magazines such as opinion pieces, letters to the editor, position papers for debate etc.
 - e) Dedicated resources must be available to SITA for this critical turnaround time.
- l. Must be able to demonstrate that they have the infrastructure and capacity and that the organisation is set up with writers, editors, graphic designers for templates / social media etc

- II. All work produced must be generated from the appointed service provider within given turnaround times
- III. Must have an established infrastructure to support mainstream, online, broadcast and community media
- IV. Have an attitude of going the extra mile to ensure deliverables for SITA.
- V. Monthly reports, analysis on key issues, consolidated quarterly reports where requested

3.1.7 Photography and Videography Services

- I. Must have necessary equipment and resources to provide videos and photography for variety of purposes with the organisation.

4. BID EVALUATION STAGES

- (1) The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- (2) The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2A	Technical Mandatory requirement evaluation	YES
Stage 2B	Technical Functionality requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1 ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2 ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
 - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - (b) in the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:** Non-compulsory briefing session to be held.
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

6. TECHNICAL MANDATORY REQUIREMENTS

6.1 INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- (5) No URL references or links will be accepted as evidence.

6.2 TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
1. BIDDER CAPACITY REQUIREMENTS Bidder must have Capacity to provide the following services : <ol style="list-style-type: none"> (i) Public relations; (ii) Media management; (iii) Reputation management; (iv) Writing and content support; (v) Social Media. 	Attach to Annexure B the following: <ol style="list-style-type: none"> a) Company profile complete with supporting evidence of rendering: <ol style="list-style-type: none"> i) Public Relations ii) Media Management iii) Reputation management iv) Writing and Content Support v) Social Media b) Detailed CVs for resources to be deployed in the (five) areas of specialisation listed as requirements. NB: SITA reserves the right to verify information provided	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1
2. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS The bidder must have provided Public Relations services, including Media	Provide in Annex B references for two (2) customers to whom Public Relations services, including Media Management for a conference or event attended by a	<provide unique reference to

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
Management for a conference or event attended by a minimum of 500 delegates to at least two (2) customers in the past 3 years.	minimum of 500 delegates was delivered in the past 3 years. Note: SITA reserves the right to verify the information provided.	locate substantiating evidence in the bid response – see Annex B, section 11.2
3. BIDDER CAPACITY REQUIREMENTS The bidder must have capacity to provide Photography and Videography services as and when required.	Attach to Annexure B documentary evidence as evidence that the bidder has in-house resources or subsidiary companies or they will be able to source resources (people and video and photography equipment). Note: SITA reserves the right to verify the information provided.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3
4. SERVICE REQUIREMENT The bidder must confirm compliance to the Service requirement for the provisioning of Public Relations Management Services.	The bidder must confirm that they comply with the Service Requirements for the provisioning of Public Relation Management Service by completing Annex C: Addendum 1.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.4

6.3 DECLARATION OF COMPLIANCE

	Comply	Not Comply
<p>The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

7. TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENTS

7.1 INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements**.
2. Where necessary, the bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
3. **Evaluation per requirement.** The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL NON-MANDATORY requirement will be evaluated using a rating scale of 0 - 5:

Evaluation criteria	Score
Irrelevant (does not meet any requirement or no substantiation)	0
Poor (far below minimum requirements)	1
Good (meets minimum requirements)	3
Excellent (far exceeds minimum requirements)	5

4. **Weighting of requirements: The full scope of requirements will be determined by the following weights:**

No.	Technical Non-mandatory requirements	Weighting
1.	Public Relations and Media Management Plan	40%
3.	Media Database of work previously done	30%
4.	Curriculum Vitae for PR and media management team	30%
TOTAL		100 %

Minimum threshold. To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **60%**.

7.2 TECHNICAL NON-MANDATORY REQUIREMENTS

TECHNICAL NON-MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
PUBLIC RELATIONS AND MEDIA MANAGEMENT PLAN		
(a) Public relations and media management services plan delivered for a conference or event attended by a minimum of 500 delegates / similar event	<p>The bidder must provide a sample of a strategic public relations and media management plan which reflects suggestions and examples of media related activities and anticipated outcomes from the proposed PR / media initiatives / events example;</p> <p>(i) Opinion pieces produced for company Leadership</p> <p>(ii) Editorial content produced for company Leadership</p>	<provide unique reference to locate substantiating evidence in the bid response – see Annex B: Section 12 >

TECHNICAL NON-MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	(iii) Leadership profiling (iv) Event profiling (v) Formal Media briefing (vi) Informal media discussions (vii) Relationship building media interventions (viii) Out of the box and new and fresh media ideas, especially in the social media space (ix) Traditional Media interviews (x) Radio interviews (xi) TV interviews (xii) Social media platform interventions (xiii) Media Interviews Evaluation: 0 = no sample plan provided OR sample plan provided does not reflect the examples of events requested above 1 = sample plan provided with 2-3 examples of events requested above 3= sample plan provided with any 6-8 examples of events requested above 5 = sample plan provided with more than 12 examples including new, realistic and implementable ideas and proposals not listed as examples requested above	
MEDIA DATABASE		
(b) Media Database of work previously done on behalf of a client indicative of 4 categories (print, radio, television, digital)	The bidder must provide one media database indicative of 4 categories (print, radio, television, digital) Evaluation: 0 = No media database and no details of the 4 mentioned media categories. 1= Only media database without the 4 mentioned categories. 3= Media database and provided 3 media categories 5= Media database and provided all 4 media categories.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B: Section 12 >
CVs for PR AND MEDIA MANAGEMENT TEAM		
(c) The bidder must have a team of a minimum of 3 Senior skilled resources to deliver PR and Media Management services.	The bidder must provide CVs of 3 Senior / Executive Project team members to be deployed to the project with competencies in strategy and communication studies e.g. either PR, Strategy, Strategic Communications, Business Leadership, Digital Marketing, Journalism, Media Studies or Advertising.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B: Section 12 >

TECHNICAL NON-MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
	<p>Evaluation:</p> <p>0 = No CVs provided OR irrelevant information provided</p> <p>1 = CVs provided but don't reflect any of the competencies in communication studies for 3 Senior project team members</p> <p>3 = CVs reflect any of the competencies in communication studies for all 3 Senior project team members and additional supporting team.</p> <p>5 = CVs reflect any of the competencies in communication studies for 3 project team members, and CV's or profiles of the support staff and/or outsourced support when required</p>	

8. SPECIAL CONDITIONS OF CONTRACT

8.1 INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (2) SITA reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
 - (c) Award to multiple bidders.
- (3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 8.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

8.2 SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SITA.
- (b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

- (2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

(3) DELIVERY SCHEDULE

- (a) The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

WBS	Statement of Work	Delivery Timeframe
1.	Strategic Corporate Communication support	Duration of the Contract (as and when required)

WBS	Statement of Work	Delivery Timeframe
2.	Develop and provide Public Relations Strategy and Implementation Plans	First three months and then updates and refinement through the duration of the Contract
3.	Develop Digital Strategy for Corporate Communication and Implementation Plans	First three months and then updates and refinement through the duration of the Contract
4.	Professional Layout and Design Services for e.g. bi-monthly newsletter, templates for national days and SITA campaigns and availability of stock images to ensure a professional service	Duration of the Contract (as and when required)
5.	Provide Internal and External Corporate Communication (as aligned to other areas in point 2 and 3) and Implementation Plans	First three months and then updates and refinement through the duration of the Contract
6.	Overall research, writing and content support: documents, articles: internal and external, editing, simplification of documents	Duration of the Contract (as and when required)
7.	Crises Communications Support	Duration of the Contract (as and when required)
8.	Develop Social Media Strategy and ensure daily Social Media Management: updates and community management with relevant stock images to create and sustain interest, showing growth in community numbers – after service provider appointment.	First three months and then updates and refinement through the duration of the Contract
9.	Professional Photography service when required for media and social media and internal campaign support.	Duration of the Contract (as and when required)
10.	Media Liaison, Media Support, Writing, Interviews and Publication of Articles, Editorials and Media Engagements with identified stakeholders	Duration of the Contract (as and when required)

(4) SUPPLIER PERFORMANCE REPORTING

- (a) The Supplier will report written work overview and performance to the Senior Manager Corporate Communication, on a monthly basis, on all the areas outlined: Public Relations / Campaign Support / Media Work / Social Media and Internal Communication.
- (b) The supplier will be available for meetings, when requested.
- (c) The service provider will be required to provide monthly reports, including presentations on status of work on Monthly basis/ Crisis periods / and as required.
- (d) All reporting will be aligned to SITA approved templates.

(5) **CERTIFICATION, EXPERTISE AND QUALIFICATION**

- (a) The Supplier represents that:
 - (i) it has the necessary expertise, skills, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the multi – level diversity of services in the Corporate Communication field; and
 - (iii) perform all obligations detailed herein without any interruption to SITA.
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

(6) **LOGISTICAL CONDITIONS**

- (a) **Hours of work**, 08h00 – 16h30. (The supplier should make provision for afterhours assistance when required)
- (b) Provision to be made for work which may work specific and for media responses and deadlines and during crisis may be requested to work on select weekends.
- (c) In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (d) **Tools of Trade**. The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.
- (e) **On-site and Remote Support**. The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by SITA representative.
- (f) **Support and Help Desk**. After hours support is required during crisis periods and contact details managerial support, including weekends and public holidays. Contact details of key resources to be shared with the Corporate Communication team for after- hours support when required.

(7) **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;

- (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (b) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
 - (c) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
 - (d) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(8) INTELLECTUAL PROPERTY RIGHTS

- (a) SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as

otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:

- (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control.
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.
- (e) Provide SITA with the compliant safety file.

(13) GENERAL

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (c) SITA reserves the right to:
- (i) Negotiate the conditions, or
 - (ii) Automatically disqualify a bidder for not accepting these conditions.
 - (iii) Right to Audit: SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
- (d) "The parties in this Agreement agree that the offer price of all the equipment shall be at the wholesale price or below wholesale price as agreed with the OEM. Should, at any time during the existence of the agreement that the offered price which is higher than the wholesale price or as agreed with the OEM, SITA client shall be entitled to such wholesale price with the exclusion of the mark-up which the reseller may have charged".

NOTE: These conditions will form part of the contract obligations and suppliers are expected to comply in order for SITA to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

(13) COUNTER CONDITIONS

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

(14) FRONTING

- (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair,

equitable, transparent and legally compliant manner. Against this background the SITA any form of fronting.

- (b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

(15) BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption.

(16) SUPPLIER DUE DILIGENCE

SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

8.3 DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR</p> <p>(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by -</p> <p>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</p> <p>(b) Provide reason and proposal for each of the conditions that is not accepted.</p>		
<p>Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:</p>		

9. COSTING AND PRICING

9.1 COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
 - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
- (4) Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

9.2 COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

2. TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (c) All additional costs must be clearly specified.

9.3 BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 9.

SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

9.4 DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, or (2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; (b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

10. ABBREVIATIONS

BBBEE	Broad Based Black Economic Empowerment
CV	Curriculum Vitae
CSD	Central Supplier Database
DICC	Durban International Convention Centre
ICT	Information and Communication Technology
IT	Information Technology
PPPFA	Preferential Procurement Policy Framework Act
PR	Public Relations
RFP	Request for proposal
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SITA	State Information Technology Agency
SLA	Service Level Agreement

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

11. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Attach a copy of the:

(1) company profile complete with supporting evidence of rendering PR and Media Management.

- (a) Public Relations
- (b) Media Management
- (c) Reputation management
- (d) Writing and Content Support
- (e) Social Media

(2) Detailed CVs for resources to be deployed in the (five) areas of specialisation listed **here**

11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) Bidder must provide references details of two (2) customer to whom projects for the Public Relations services, including Media Management
- b) Project end-date must be current or not older than 3 years from date this bid is advertised,
- c) Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	< Provide details of project scope for a customer to whom the PR and Media Management Service was delivered.	Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>	< Provide details of project scope for a customer to whom the PR and Media Management Service was delivered.	Start Date: End Date:

11.3 BIDDER CAPACITY REQUIREMENTS

Attach documentary evidence as evidence that the bidder has in-house resources or subsidiary companies or they will be able to source resources (people and video and photography equipment) **here**.

11.4 SERVICE FUNCTIONAL REQUIREMENTS

The bidder must confirm that they comply with the Service Requirements for the provisioning of Public Relation Management Service by completing Annex C: Addendum 1.

12. TECHNICAL FUNCTIONAL REQUIREMENTS EVIDENCE

The bidder must attach the substantiating evidence for the Technical Functionality Requirements as indicated in section 7.1 here.

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ANNEX C: ADDENDUM 1

NB: The bidder must confirm that they comply with the following Service Requirements as indicated below as this will be legal contractual binding:

Items	Descriptions	Indicate Yes = Comply / No = Not Comply
a)	Provide Internal and External Corporate Communication Strategy and Strategy Implementation Support	
b)	Strategic Public Relations support	
c)	Social Media support	
d)	Media Relations support	
e)	Public Relations campaign conceptions and management	
f)	Strategic input and support on Public Relations campaigns	
g)	Copy writing, editing and proofreading on various projects Integrated Communication and Marketing strategy design	
h)	Development and/or design of the Implementation Plans Internal and External Communication support	
i)	General reputation management to specific stakeholders that might be targeted from time to time (Road shows etc.)	
j)	Photographic Services: Event specific Images / Social Media / Electronic Library management	

I, the bidder (Full names).....representing (company name)..... Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.
Thus done and signed at On this.....day of.....20....

.....

Signature

.....

Designation