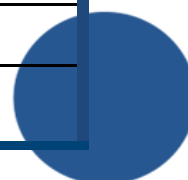




| | |
|--------------|---|
| NAME OF BID | PROVISION OF MEDIA BUYING SERVICES TO THE FSCA |
| BID NO. | FSCA2023/24-T008 |
| CLOSING DATE | 22 AUGUST 2023 |
| CLOSING TIME | 11h00 (South African Standard Time, obtained from Telkom SA SOC Limited by dialling 1026) |

| | |
|------------------------|--|
| BIDDER NAME | |
| ID/REGISTRATION NUMBER | |
| CSD NUMBER | |
| CONTACT PERSON | |
| EMAIL ADDRESS | |
| TELEPHONE NUMBER | |



Riverwalk Office Park, Block B; 41 Matroosberg Road
(Corner Garsfontein and Matroosberg Roads)
Ashlea Gardens, Extension 6
Menlo Park; Pretoria; South Africa; 0081

P.O. Box 35655; Menlo Park; 0102

Switchboard: +27 12 428 8000

Website: www.fsc.co.za



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A. INTRODUCTION TO BID

1. Introduction

- 1.1 The Financial Sector Conduct Authority (FSCA) was established in terms of the Financial Sector Regulation Act No. 9 of 2017. It is responsible for market conduct regulation and supervision of the financial services industry. The objectives of the FSCA are to enhance and support the efficiency and integrity of financial markets, to protect financial customers by promoting their fair treatment by financial institutions, as well as providing financial customers with financial education. The FSCA is a Schedule 3A Public Entity, in terms of the Public Finance Management Act (PFMA).
- 1.2 The vision of the FSCA is to ensure an efficient financial sector where customers are informed and treated fairly and its mission is to ensure a fair and stable financial market, where consumers are informed and protected, and where those that jeopardize the financial well-being of consumers are held accountable. Visit the FSCA website, www.fsc.co.za for further information about the FSCA.
- 1.3 The FSCA operates from offices in Pretoria at Riverwalk Office Park; 41 Matroosberg Road; Ashlea Gardens Extension 6; Menlo Park; Pretoria.
- 1.4 All information, including personal information collected during this process will be treated as confidential, and processed in line with the FSCA Privacy Policy. For more information on how your personal information is processed and how you can exercise your rights in term of applicable information privacy laws, please visit the Privacy Policy on www.fsc.co.za.
- 1.5 Bidders are hereby invited for appointment of a service provider to provide media buying services to the FSCA. The contract will commence on 01 November or earlier.
- 1.6 This bid is subject to the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Preferential Procurement Regulations, 2022, Broad-Based Black Economic Empowerment Act, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Where, however, the special conditions of contract conflict with the general conditions of contract, the special conditions of contract prevail.

2. Briefing session

- 2.1 A **non-compulsory briefing** session will be held on **04 August 2023** at **11H00** for a maximum of 1 hour 30 minutes. Microsoft Teams link will be provided on the FSCA's website.

- 2.2 **THE FSCA WILL NOT BE COMPELLED TO REPEAT ANY ISSUES ALREADY COVERED TO LATECOMERS, NOR OPEN THE BRIEFING SESSION ONCE THE SESSION IS CONCLUDED.**

3. Bid enquiries and questions

- 3.1 Enquiries relating to minor administrative issues with reference to the bid may be directed to:

Nobusi Mazwai
Supply Chain Management Department
Tel no.: (012) 367 7847
E-mail: tenders@fsc.co.za

- 3.2 All questions relating to the contents of the bid (conditions, rules, terms of reference etc.) must be forwarded in writing via email to tenders@fsc.co.za by not later than **11 August 2023**. Questions received after this date will not be entertained.
- 3.3 All questions must reference specific paragraph numbers, where applicable.
- 3.4 All enquiries (received on or before the closing date for enquiries) will be consolidated and the FSCA will publish one response document on the FSCA website (www.fsc.co.za) within three (3) working days after the date in indicated in paragraph 3.2.
- 3.5 No requests for information shall be made to any other person or place and in particular not to the existing provider of this service.

4. Bid submission

- 4.1 Bid documents may either be posted (preferably by registered mail) or placed in the bid box or couriered to the physical address. Bids submitted by means of e-mail, telex facsimile, electronic or similar means shall not be considered.
- 4.2 Complete documents with supporting annexures shall be packaged, sealed, clearly marked and submitted strictly as follows:

| | |
|-----------------|--|
| Bid No | FSCA2023/24-T008 |
| Bid Name | Provision of Media Buying Services to the FSCA |

- 4.3 The FSCA requires two (2) printed copies, one (1) original and one (1) copy and one electronic copy (in electronic storage media, preferably a CD or flash drive/memory stick) in PDF format all bound in a sealed envelope marked as stated in paragraph 4.2.

- 4.4 Bids must be properly packaged and deposited on or before the closing date and before the closing time in the bid box situated at the reception area of the FSCA. The physical address of the FSCA is as follows:

Financial Sector Conduct Authority
Riverwalk Office Park, Block B
41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads)
Ashlea Gardens, Extension 6
Menlo Park
Pretoria, 0081

| GPS Coordinates | |
|-----------------|-------------|
| Latitude | -25.7843344 |
| Longitude | 28.268365 |

- 4.5 Bid documents may also be posted (preferably by registered mail) to:

PO Box 35655
Menlo Park
Pretoria
0102

- 4.6 Bid documents will only be considered if received by the FSCA on or before the closing date and time, regardless of the method used to send or deliver such documents to the FSCA.

- 4.7 **Late submissions will not be accepted.**

- 4.8 Bidders must initial each page of the bid document on the bottom right hand corner.

5. Pricing schedule

- 5.1 This is a rate-based tender.

- 5.2 A pricing schedule must be submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule must be submitted adjacent to the SBD3.3 form in the bid proposal.

B. DEFINITIONS

6. Definitions

- 6.1 Unless inconsistent with or expressly indicated otherwise by the context.
- 6.1.1 **FSCA** shall mean the Financial Sector Conduct Authority or any successor in title.
- 6.1.2 **Contractor** shall mean the successful bidder whose bid has been accepted by the FSCA and shall include the bidders' personal representatives.
- 6.1.3 **Contract** shall include the General Conditions of Contract and Special Conditions of Contract, the specifications including any schedules attached to the specifications, and any agreement entered into in terms of these Special Conditions of Contract.
- 6.1.4 **Service** shall mean provision of media buying services to the FSCA.
- 6.1.5 **Person** includes any company incorporated or registered as such under any law, any body of persons corporate or unincorporated, any trust. Person, firm or company shall include an authorised employee or agent of such person.
- 6.2 Except where the context indicate otherwise, in this document the singular includes the plural, and with reference to gender, the one includes the other.

C. BID RULES

7. Capabilities and experience of bidders

- 7.1 Bidders are required to provide all information as necessary to demonstrate their capabilities and experience with regard to the requested services.

8. Form of bid

- 8.1 The bid shall be signed and witnessed on the form of bid incorporated herein. The schedule of services shall be fully priced in South African Rand to show the total amount of the bid and shall be signed. The certificates, schedules and forms contained in this document shall be completed and signed by the bidder in blue or black ink.
- 8.2 **Please note:** No correction fluid such as Tippex or similar product is allowed. All changes must be scratched out and a signature next to each change
- 8.3 Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the prescribed formats. These schedules shall be bound with a suitable contents page and submitted with the bid documents.

9. Signing of bid

- 9.1 The bid must be signed by a person who is duly authorised to do so.

10. Bid all inclusive

- 10.1 The bidder must provide an all-inclusive fee statement in the bid.

11. Alterations to bid documents

- 11.1 No unauthorised alteration or addition shall be made to the form of bid, to the schedule of quantities of services to be rendered or to any other part of the bid documents. If any such alteration or addition is made or if the schedule of quantities of services to be rendered, or other schedules or certificates are not properly completed, such submission may be disqualified.

12. Qualifications on bid

- 12.1 Bids submitted in accordance with this bid document shall be without any qualifications.

13. FSCA'S rights


- 13.1 The FSCA is entitled to amend any bid conditions, bid validity period, bid specifications, or extend the bid's closing date, all before the bid closing date.

The FSCA reserves a right to extend the bid validity period before its expiry period. All bidders, to whom the bid documents have been issued and where the FSCA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the FSCA's website under the relevant bid information. All prospective bidders should, therefore, ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

- 13.2 The FSCA reserves the right not to accept the lowest priced bid or any bid in part or in whole.
- 13.3 The FSCA reserves the right to award this bid as a whole or in part.
- 13.4 The FSCA reserves the right to conduct site visits at bidder's corporate offices and/or at client sites if so required.
- 13.5 The FSCA reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the National Treasury Instruction Note 02 of 2016/2017: Cost Containment Measures, where relevant.
- 13.6 The FSCA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the FSCA to conduct background checks on the bidding entity and any of its directors/trustees/shareholders/members.

14. Undertaking by bidder

- 14.1 By submitting a bid in response to this bid, the bidder will be taken to have offered to render all or any of the services described in the bid response submitted by it to the FSCA on the terms and conditions and in accordance with the specifications stipulated in this bid document.
- 14.2 The bidder shall prepare for a possible presentation should the FSCA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this bid.
- 14.3 The bidder agrees that the offer contained in its bid shall remain binding upon him and receptive for acceptance by the FSCA during the bid validity period indicated in this document and calculated from the bid closing date. Its acceptance shall be subject to the terms and conditions contained in this bid document read with the bid.
- 14.4 The bidder furthermore confirms that they have satisfied themselves as to the correctness and validity of their bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and

| | | | | |
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that the price(s) and rate(s) cover all their obligations under a resulting contract for the services contemplated in this bid; and that they accepts that any mistakes regarding price(s) and calculations will be at their risk.

14.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on them under the supply agreement and Service Level Agreement (SLA) to be concluded with the FSCA, as the principal(s) liable for the due fulfilment of such contract.

14.6 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. All supporting documentation and manuals submitted with this bid will become FSCA property unless otherwise stated by the bidder/s at the time of submission.

15. Central supplier database

15.1 The FSCA will not award any bid to a supplier who is not registered as a prospective supplier on the Central Supplier Database (CSD) as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction Note 4A of 2016/2017.

15.2 The supplier is responsible to continuously update their information, including personal information on the CSD to ensure that it is complete, accurate and not misleading.

16. Supplier performance management

16.1 Supplier Performance Management is viewed by the FSCA as a critical component in ensuring it acquires value for money and maintains good supplier relations between the FSCA and all its suppliers.

16.2 The successful bidder shall upon receipt of written notification of an award, be required to conclude an SLA with the FSCA (where applicable), which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to the FSCA's business.

16.3 The successful bidder will be required to comply with the above conditions, and also provide a scorecard on how their product/service offering is being measured to achieve the objectives of this condition.

17. Cancellation of contract

17.1 If the FSCA becomes aware or is satisfied that any person (including an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company; amongst others:

- 17.1.1 is executing a contract with the FSCA unsatisfactorily,
- 17.1.2 has in any manner been involved in a corrupt act or provided a gift or remuneration in relation to any officer or employee of the FSCA, in connection with obtaining or executing a contract,
- 17.1.3 has acted in bad faith, in a fraudulent manner or committed an offence in obtaining or executing a contract,
- 17.1.4 has in any manner influenced or attempted to influence the awarding of an FSCA's bid,
- 17.1.5 has when advised that his bid has been accepted, given notice of his inability to execute or sign the contract or to furnish any security required,
- 17.1.6 has engaged in any anti-competitive behaviour, including having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or relating to the bid price to be submitted by either party,
- 17.1.7 has disclosed to any other person, any information relating to this bid, except where disclosure, in confidence, was necessary to obtain quotations required for the preparation of the bid,

the FSCA may, in addition to any other legal recourse, which it may have, cancel the contract between the FSCA and such a person, firm or company and/or resolve that no bid from such a person will be favourably considered for a period, as prescribed by the National Treasury.

- 17.2 Any restriction imposed upon any person shall apply to any other person with which such a person is actively associated.

18. Applicable laws

- 18.1 The laws of the Republic of South Africa shall be applicable to each contract created by the acceptance of a bid and each bidder shall indicate an address in the Republic and specify it in the bid as his *domicilium citandi et executandi* where any legal process may be served on him.
- 18.2 Each bidder shall accept the jurisdiction of the courts of the Republic of South Africa.

19. Reasons for disqualification of bid

- 19.1 The FSCA reserves the right to disqualify any unacceptable bid as defined in the PPPFA Act and such disqualification may take place without prior notice to

the offending bidder. The grounds for disqualification amongst others could include the following:

- 19.1.1 bidders who submit incomplete information and documentation as specified in the requirements of this bid document;
- 19.1.2 bidders who submit information that is fraudulent, factually untrue or inaccurate;
- 19.1.3 bidders who receive information not available to other potential bidders through any means;
- 19.1.4 bidders who do not comply with mandatory requirements, if stipulated in the bid document;
- 19.1.5 bidders who fail to attend a compulsory briefing session and sign bid register, if stipulated in the bid advert and/ or in this bid document; and/or
- 19.1.6 bidders who fail to comply with FICA (Financial Intelligence Centre Act) requirements (where applicable).

20. Delegation of authority

- 20.1 The FSCA may delegate any power vested in it by virtue of these Terms of Reference to an officer or employee of the FSCA.

21. Bid rules are binding

- 21.1 The bid rules as well as the instructions given in the official bid notice shall be binding on all bidders submitting bid applications for the service or services set out in the bid document.

22. Language of contract

- 22.1 The bid documents are drafted in English and any contract, which originates from the acceptance of the bid, will be interpreted and construed in English.

D. TERMS OF REFERENCE

23. Objectives

23.1 The broad objectives of this bid include:

23.1.1 To provide prospective bidders with adequate information to understand and respond to the requirements for media buying services for a period of three (3) years to the FSCA.

23.1.2 To ensure uniformity in the responses received from each prospective service provider.

23.1.3 To provide a structured framework for the evaluation of proposals.

24. Background

24.1 The FSCA has identified a need to procure the services of a contractor to provide Media Buying services to support financial education initiatives and enhance brand visibility. Improving public awareness of the FSCA and its mandate relating to consumer protection is fundamental to it being able to effectively exercise that mandate.

24.2 The FSCA's regulatory strategy identifies the following five strategic objectives for 2022-2025:

24.2.1 To improve industry practices to achieve fair outcomes for financial customers;

24.2.2 Act against misconduct to support confidence and integrity in the financial sector;

24.2.3 Promote the development of an innovative, inclusive and sustainable financial sector;

24.2.4 Empower households and small businesses to be financially resilient; and

24.2.5 Accelerate transformation for the FSCA into a socially responsible, efficient, and responsive conduct regulator.

24.3 Of these, the need to empower households and small businesses to be financially resilient requires coordinated and interactive engagements with current and potential financial customers to promote their understanding of the role of the FSCA and be empowered to make informed financial decisions. Further, the changing landscape of the financial sector requires the FSCA to be socially responsible, efficient and responsive.

24.4 To achieve the above, the FSCA utilizes media platforms to enhance its voice and reach its target audiences. A service provider is required to assist with the purchasing of such media on behalf of the FSCA. The FSCA already has fully-fledged strategies for communication, digital and social media, and consumer education.

24.5 The Media Buying service provider is required to make recommendations regarding the appropriate media platforms for the FSCA, and to make the purchase of media space on those platforms. To understand the FSCA's mandate and approach, more information can be obtained on www.fsca.co.za and www.fscamymoney.co.za.

25. Purpose of the request for bids

25.1 The purpose of this bid is to appoint a contractor to provide Media Buying services to the FSCA for a period 3 years.

26. Scope of work

26.1 Informed by the FSCA's communication, digital and social media, and financial education strategies, the contractor will be required to advise the FSCA regarding the purchase of media and then purchase media on its [the FSCA's] behalf, noting that the cost of the media itself will be borne by the FSCA and therefore does not form part of this bid. Specific activities include:

26.1.1 Applying best methodologies to gain insights about financial customers, including but not limited to latest demographic and psychographic data, market research findings, and consumer and small business trends.

26.1.2 Identifying preferred media platforms to promote the FSCA and its financial education initiatives in the most efficient and effective way, and to optimise engagement across these platforms. This includes, but is not limited to:

26.1.2.1 Developing Media Buying strategies for FSCA media campaigns, based on the FSCA's communication and financial education strategies. Both strategies will be provided to the successful bidder to enable that bidder to oversee Media Buying across appropriate national, regional and community media channels (Above and Below the Line) on behalf of the FSCA.

26.1.2.2 Managing the corresponding production process in relation to the design of artwork, photography, videography, copywriting, or radio recordings, Desk Top Publishing and formatting for placement of that content on identified media platforms.

- 26.2 The contractor will be required to present a detailed proposal encompassing the above requirements, including a schedule of activities related to media buying for the FSCA, indicating timelines to deliver the requirements listed above.
- 26.3 The contractor will be required to implement the media buying strategy via an implementation plan as required.
- 26.4 The contractor will be required to provide detailed reports on the implementation outcomes of each media platform bought. The report must include, but will not be limited to audience reached, effectiveness of messages, social media engagements and narrative analysis of success factors per platform.

27. Contract conditions

- 27.1 The following special conditions are applicable to this bid:
- 27.1.1 The successful bidder(s) must sign a non-disclosure agreement with the FSCA. The service provider will be assessed annually according to agreed KPIs for satisfactory performance. Failure to meet agreed KPIs may lead to the contract being terminated.
- 27.1.2 The successful bidder(s) must comply with all the bid requirements and evaluation criteria. No exceptions will be made.
- 27.1.3 Work closely with the FSCA Supply Chain Unit in accordance with the FSCA procurement policy.
- 27.1.4 The FSCA will not pay for any services in advance.
- 27.1.5 All production costs will be signed off by the FSCA as per the approved media buying strategy and implementation plan.
- 27.1.6 The contractor will be required to work closely with the appointed FSCA officials, relevant stakeholders and/or other applicable service providers in delivering the scope of this tender.
- 27.1.7 The contractor will be required to attend regular meetings with the FSCA team at least once a month; and according to a schedule to be determined and agreed with the FSCA.
- 27.1.8 The contractor will use the meetings mentioned above for presentations, feedback, status reports, campaign monitoring and performance assessments as well as other related campaign management activities.

- 27.1.9 All the works and strategies must be approved and signed off by the FSCA prior to implementation.
- 27.1.10 The successful service provider must make provision for at least three reverts/amendments on all content and activity before effecting additional charges to the FSCA. Such reverts exclude spelling and grammar changes, but may entail video or content edits, infographics, animation, adverts, scripts, media releases and advertisement where such changes are not due to the service provider.
- 27.1.11 The FSCA will retain proprietary rights to all the work developed and all work produced for the FSCA. The successful service provider and their related parties will be subject to signing a copyright agreement at the close of the project. An example is attached as **Annexure A**.
- 27.1.12 Bidders must use the template at **Annexure B** to cost for this bid. This template is a guide that will serve to equitably evaluate the bids received. Bidders must only bid for the service of media purchase and not for the actual cost of the media.

28. Bid evaluation

28.1 The proposals will be evaluated as follows.

28.1.1 Evaluation Stage One: Compliance

Compliance with administrative requirements stated in the Standard Bidding Documents and the mandatory requirements as listed in paragraph 33 below. In this evaluation stage, all bidders that fail to provide the required information and documentation, may be disqualified from further evaluation.


28.1.2 Evaluation Stage Two: Functional evaluation (Desktop evaluation)

In this evaluation stage, bidders are expected to obtain a minimum of 80 out of 100 points to proceed to the next evaluation stage. Failure to obtain the prescribed minimum points will automatically disqualify the bid offer from proceeding to the next evaluation stage.

28.1.3 Evaluation Stage Three: Preference Point System

The 80/20 preference point system shall be applicable to this phase, where 80 points represent maximum obtainable points for the lowest acceptable price, and 20 points represents specific goals. Points will be awarded to a bidder for attaining the specific goal points in accordance with the table as listed in the bid documentation.

28.1.4 Evaluation Stage Four: Site Inspection

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At the FSCA's discretion, a site inspection may be conducted at this stage. The FSCA will visit the selected bidders' premises with the objective of verifying information as contained in their respective bid documents. Should it be discovered during a site inspection or presentation that the information submitted by the bidder is inconsistent with what is on their current premises of business, such bidders will be disqualified.

29. Functional evaluation (Desktop)

29.1 The bid/proposal will be evaluated for functionality and be rated as follows:

29.1.1 Values: 0=Poor 1=Below average, 2=Average, 3=Good, 4=Very Good, 5=Excellent

Table 1

| ITEM | DESCRIPTION | DETAILED DESCRIPTION | RATING | WEIGHT |
|---------------------------|--|--|--------|--------|
| A. Organisational Profile | A.1. The bidder must submit the company's profile which indicates the number of years of experience in providing media buying services | A.1.1. The bidder did not submit the company profile or does not have one year experience in providing media buying services which meets the requirement of the scope of work. | 0 | 20 |
| | | A.1.2. The bidder submitted the company profile with 1 to 2 years' experience in providing media buying services which meets the requirement of the scope of work. | 1-2 | |
| | | A.1.3. The bidder submitted the company profile with 3 years' experience in in providing media buying services which meets the requirement of the scope | 3 | |

PROVISION OF MEDIA BUYING SERVICES TO THE FSCA

| ITEM | DESCRIPTION | DETAILED DESCRIPTION | RATING | WEIGHT |
|-----------------|--|--|--------|--------|
| | | of work. | | |
| | | A.1.4. The bidder submitted the company profile with 4 to 5 years' experience in providing media buying services which meets the requirement of the scope of work. | 4 | |
| | | A.1.5. The bidder submitted the company profile with 6 or more years' experience in in providing media buying services which meets the requirement of the scope of work. | 5 | |
| B. Project plan | B.1. The bidder must provide a detailed proposal with a media buying strategy for the execution of the scope of work detailed in paragraph 26 that clearly sets out the following: (a) Key deliverables and milestones (b) Timelines for the delivery of a media buying strategy | B.1.1. The bidder did not provide a proposal or submitted a proposal without a project plan. | 0 | |
| | | B.1.2. The bidder provided a proposal with project plan which does not meet all the requirements of the FSCA. | 1-3 | |
| | | B.1.3. The bidder provided a detailed proposal which | 4-5 | |
| | | | | 40 |

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PROVISION OF MEDIA BUYING SERVICES TO THE FSCA

| ITEM | DESCRIPTION | DETAILED DESCRIPTION | RATING | WEIGHT |
|---|--|---|--------|--------|
| | (c) Detailed cost breakdown Description of methodologies the bidder will use to deliver high quality services. | meets or exceeds all the requirements. | | |
| C. Contactable client reference letters | B.1 The bidder must provide at least three verifiable reference letters where similar work was undertaken in the last four years from closing of the date of this bid. The reference letters must contain the following: (a) Name of the client; (b) Contact person name; (c) Contact person telephone number(s); (d) Contract duration; (e) Description of work done | C.1.1. The bidder did not submit verifiable reference letters. | 0 | 20 |
| | | C.1.2. The bidder submitted verifiable reference letters, which are incomplete or irrelevant. | 1 | |
| | | C.1.3. The bidder submitted 1 complete and relevant reference letter. | 2 | |
| | | C.1.4. The bidder submitted 2 complete and relevant reference letters. | 3 | |
| | | C.1.5. The bidder submitted three 3 or more complete and relevant reference letters. | 4-5 | |
| D. Knowledge and experience | D.1. The successful bidder must provide CV's of the project team with their relevant experience, qualifications | D.1.1. The bidder did not submit CV's of the project team. | 0 | 20 |
| | | D.1.2. The bidder submitted CV's of the project team | 1-3 | |

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| ITEM | DESCRIPTION | DETAILED DESCRIPTION | RATING | WEIGHT |
|--------------|---|--|--------|------------|
| | and/or accreditations. The team must include but not be limited to: a. Project manager b. Creative expert d. Media buying expert | which does not meet all the requirements. D.1.3. The bidder submitted CV`s of the project team which meets and exceeded all the requirements. | 4-5 | |
| Total | | | | 100 |

30. Preference point system

30.1 General conditions

30.1.1 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

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

30.2 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.

30.3 The maximum points for this tender are allocated as follows:

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

30.4 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.

30.5 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.

31. Formulae for procurement of goods and services

31.1 Points awarded for price

31.1.1 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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

32. Points awarded for specific goals

32.1.1 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.

32.1.2 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.


Specific goals for the tender and points claimed are indicated per the table below.

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| Women ownership of 51% or more of the enterprise shareholding. | 10 | |

| | |
|---|--|
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| | | |
|--|----|--|
| Enterprises owned by 51% or more black people | 10 | |
| Note: In the event that the bidder is claiming specific goals, the FSCA will allocate points claimed, provided that proof of evidence such as valid BBBEE Certificates/sworn affidavits, CIPC etc. is attached. Failure to submit the acceptable verifiable proof will result in an allocation of 0 points. | | |

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

| | | | | |
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33. Standard bidding documents

- 33.1 The following compulsory additional information are required. Failure to complete, and supply any of these documents might lead to disqualification from this bid:

Table 1

| | |
|--|---------|
| Invitation to bid | SBD 1 |
| Pricing Schedule | SBD 3.3 |
| Bidder's Disclosure | SBD 4 |
| Preference Points Claim Form for Preferential Procurement Regulations 2022 Should a bidder not complete and sign the SBD6.1, the bidder will be allocated 0.00 points for specific goals | SBD 6.1 |

34. Timeline of the bid process

- 34.1 The period of validity of the bid and the withdrawal of offers, after the closing date and time are 120 days, expiring on 20 December 2023. The project timeframes of this bid are set out below:

Table 2

| STAGE | DESCRIPTION OF STAGE | ESTIMATED COMPLETION DATE (OR WORK WEEK ENDING) |
|-------|--|---|
| 1. | Advertisement of bid on Government e-tender portal / print media / Tender Bulletin | 21 July 2023 |
| 2. | Briefing session | 04 August 2023 |
| 3. | Questions relating to bid from bidder(s) | 11 August 2023 |
| 4. | Bid closing date | 22 August 2023 |
| 5. | Compliance: Bid Evaluation Committee | 31 August 2023 |
| 6. | Functional Evaluation: (Desktop evaluation) | 07 September 2023 |
| 7. | Preference Point System: Bid Evaluation Committee | 14 September 2023 |
| 8. | Bid Award: Bid Adjudication Committee | 28 September 2023 |
| 9. | Notification of the outcome to the bidders | 02 October 2023 |

- 34.2 All dates and times in this bid are South African Standard Time.

- 34.3 Any time or date in this bid is subject to change at the FSCA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the FSCA to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the FSCA extends the deadline for bid submission (the Closing

Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

E. ANNEXES

Annexure A – Costing Template

34.4 All bidders must complete the below costing template. The rate price should only include the service, not the actual media cost.

34.4.1 Bidders are required to use an estimated annual rate of escalation of 5.5% to complete the tables below.

34.4.2 Bidders must further note that the contract price for this bid will be subject to annual escalation of prevailing Consumer Price Index (CPI) at the anniversary date of the agreement, i.e. CPI rate of June preceding the anniversary date as published by Statistics South Africa.

34.5 The following costing template is for evaluation purposes only. Total bid pricing to be aligned to SBD 3.1.

| SCOPE OF WORK | | Rate per hour year 1 | | | Total for year 1 |
|---------------|---|----------------------|-----------------|---------------------|------------------|
| | | Project Manager | Creative expert | Media buying expert | |
| 1. | Developing a media buy strategy for 3 years | | | | |
| 2. | Implementing the media buy strategy for 3 years | | | | |
| 3. | Providing detailed reports on the media implementation of each platform | | | | |
| | | | | | |

| SCOPE OF WORK | | Rate per hour year 2 (Apply 5.5% escalation) | | | Total for year 2 |
|---------------|---|---|-----------------|---------------------|------------------|
| | | Project Manager | Creative expert | Media buying expert | |
| 1. | Developing a media buy strategy for 3 years | | | | |
| 2. | Implementing the media buy strategy for 3 years | | | | |
| 3. | Providing detailed reports on the media implementation of each platform | | | | |
| | | | | | |

| SCOPE OF WORK | | Rate per hour year 3 (Apply 5.5% escalation) | | | Total for year 3 |
|---------------|---|---|--------------------|---------------------------|---------------------|
| | | Project Manager | Creative expert | Media buying expert | |
| 1. | Developing a media buy strategy for 3 years | | | | |
| 2. | Implementing the media buy strategy for 3 years | | | | |
| 3. | Providing detailed reports on the media implementation of each platform | | | | |
| Total | | | | | |

| COSTING TOTALS | |
|--------------------------|--|
| Year 1 | |
| Year 2 | |
| Year 3 | |
| Total cost excluding VAT | |
| VAT | |
| Total cost including VAT | |

Annexure B: Example of Copyright Agreement

COPYRIGHT ASSIGNMENT AGREEMENT THIS AGREEMENT is made this [day, month, year] _____ between

[Assignor] _____ of [Address] _____
 _____ (hereinafter referred to as the "Assignor")

and

[Assignee] _____ on behalf of the Financial Sector Conduct Authority Of 41 Matroosberg Road, Riverwalk Office Park, Block B, Ashlea Gardens, Extension 6, Pretoria, 0181 South Africa (hereinafter referred to as the "Assignee")

WHEREAS the Assignor is the owner of the Copyright in the Copyright Works, as defined herein; AND WHEREAS the Assignee wishes to acquire the ownership of the Copyright in the Copyright Works; AND WHEREAS it is the desire and intention of the parties that the Assignee should become the owner of the Copyright in the Copyright Works;

NOW THEREFORE it is agreed as follows: 1. Definitions In this agreement the following terms shall have the following meanings:

1.1 "ACCRUED CLAIMS" – all the Assignor's accrued rights and claims against third parties arising out of any infringements of the Copyright in the Copyright Works subsisting and enforceable by the Assignor at the date of this agreement. Such rights shall include, but shall not be limited to, the right to claim for any infringer of the said Copyright the damages suffered by the Assignor arising from the infringement of such Copyright, delivery-up of any infringing copies of the Copyright Works in the possession or under the control of the said infringer, such so-called "additional damages" as the Assignor might have been entitled to claim from the infringer of the said Copyright, and generally whatsoever rights arising out of his ownership of the

Copyright in the Copyright Works, which might have been enforceable by the Assignor against third parties at the date of this agreement.

1.2 "COPYRIGHT WORK" – consists of [detailed description of work], a true copy / representation of which is annexed hereto marked Annexure "A".

1.3 "MORAL RIGHTS" - the Assignor's right to claim authorship of the Copyright Work and to object to any distortion, mutilation or other modification of the Copyrighted Work which would be prejudicial to his honour or reputation.

1.4 "TERRITORY" – All signatory countries listed in the Berne Convention

2. Assignment of Rights of Copyright

For good and sufficient consideration, the Assignor hereby assigns, transfers and makes over to the Assignee all its Copyright in the Copyright Works in the territory.

3. Cession of Accrued Claims

The Assignor hereby cedes, transfers and makes over to the Assignee the Accrued Claims. The Assignee may exercise and enforce the Accrued Claims in its own name and on its own behalf as though it were the Assignor. 4. Waiver of Moral Rights

The Assignor hereby waives in favour of the Assignee or any successor in title any Moral Rights which may vest in him.

5. Warranty

5.1 The Copyrighted Work is original, and its making did not constitute an infringement of any copyright;

5.2 Copyright subsists in the Copyrighted Work;

5.3 He is the owner of the Rights of Copyright without encumbrance at the date of this agreement and that he has not assigned, ceded, transferred or made over the Rights of Copyright or the Accrued Claims to any other party.

6. Acceptance by Assignee

The Assignee hereby accepts the rights assigned, ceded, transferred or made over to it in Clause 2 and 3.

7. Proof of Title to Rights

The Assignor shall, when called upon to do so by the Assignee, provide all reasonable information, materials, co-operation and/or assistance to the Assignee to enable the Assignee to prove the subsistence of Copyright and the Assignee's title to such Rights of Copyright before any court or wherever such proof may be reasonably required.

THUS DONE AND SIGNED AT [PLACE] _____ on this [DAY] _____ of [YEAR] _____.

For and on behalf of the Assignor:

Name & Surname: _____

Date: _____

F. STANDARD BIDDING DOCUMENTS

Standard Bidding Document (SBD 1)


PART A INVITATION TO BID

| | | | | | |
|---|--|---------------|-----------------------|---------------|--------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL SECTOR CONDUCT AUTHORITY | | | | | |
| BID NUMBER: | FSCA2023/24-T008 | CLOSING DATE: | 22 August 2023 | CLOSING TIME: | 11H00 |
| DESCRIPTION | PROVISION OF MEDIA BUYING SERVICES TO THE FSCA | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Riverwalk Office Park, Block B | | | | | |
| 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads) | | | | | |
| Ashlea Gardens, Extension 6, Menlo Park | | | | | |
| Pretoria, South Africa, 0081 | | | | | |
| BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO | | | | | |
| DEPARTMENT | Supply Chain Management Department | | | | |
| FACSIMILE NUMBER | Not applicable | | | | |
| E-MAIL ADDRESS | tenders@fsca.co.za | | | | |
| TELEPHONE NUMBER | 012 367 7847 / 012 422 7159 | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| STREET ADDRESS | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |

| | | |
|--|--|---|
| FSCA2023/24-T008 | |  Financial Sector Conduct Authority |
| PROVISION OF MEDIA BUYING SERVICES TO THE FSCA | | |

| | | | | |
|--|---|--|--|---|
| 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 |
| 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 | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | |

| | | | |
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PART B
TERMS AND CONDITIONS FOR BIDDING

| |
|---|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p> |

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:

Standard Bidding Document (SBD 3.3)

PRICING SCHEDULE (Professional Services)

| | |
|---------------------------|-------------------------------------|
| NAME OF BIDDER:..... | BID NO.: FSCA2022/23-T008 |
| CLOSING TIME 11:00 | CLOSING DATE: 22 August 2023 |

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION HOURLY RATE DAILY RATE

| | | |
|-------|--------|-------|
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
Supply Chain Management Unit
Email address: tenders@fsc.co.za

Standard Bidding Document (SBD 4)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO.....

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

YES/NO

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

STANDARD BIDDING DOCUMENT 6.1

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

- 1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for price and specific Goals.

- 1.3 The maximum points for this tender are allocated as follows:

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

- 1.4 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.
- 1.5 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 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| Women ownership of 51% or more of the enterprise shareholding. | 10 | |
| Enterprises owned by 51% or more black people | 10 | |
| Note: In the event that the bidder is claiming specific goals, the FSCA will allocate points claimed, provided that proof of evidence such as valid BBEE Certificates/sworn affidavits, CIPC etc. is attached. Failure to submit the acceptable verifiable proof will result in an allocation of 0 points. | | |

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: | |
| | |
| | |
| | |

G. ADMINISTRATIVE CHECKLIST

Hereunder is a checklist to ensure that the bid document is complete in terms of administrative compliance. Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document.

| ITEM | DOCUMENT REFERENCE | | ACTION TO BE TAKEN | YES/NO |
|------|--------------------|--|---|--------|
| 1. | SBD 1 | Invitation to bid | Is the form duly competed and signed? | |
| 2. | SBD 3.3 | Pricing Schedule | Is the form duly competed and signed? | |
| 3. | SBD 4 | Declaration of Interest | Is the form duly competed and signed? | |
| 4. | SBD 6.1 | Preference Points Claim Form for Preferential Procurement Regulations 2022 | Is the form duly competed, Specific goals points claimed, and form signed? | |
| 5. | Tender submission | | <i>Two (2) printed copies. (One (1) original and One (1) copy of original) submitted?</i> | |
| | | | One (1) electronic copy submitted? | |

I, the undersigned (name)
certify that the information furnished on this checklist is true and correct.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder