



INVITATION TO BID: FMA 0002-2023/24

VALIDITY PERIOD OF BID OFFER: 90 DAYS FROM CLOSING DATE

The Department of the Premier wishes to invite potential bidders to submit a Bid for the procurement of Communications Services to the Western Cape Government (WCG) for a period of 36 months from 01 April 2024 to 31 March 2027

BID NUMBER: FMA 0002-2023/24

Contact person: Faiza Steyn

Date of advertisement: 20 November 2023

Closing Date and Time: 12 December 2023

Non-Compulsory Briefing Session: Monday, 04 December 2023 @ 10H00
via Microsoft Teams (Online Application)

In order to participate, potential Bidders **must** ensure
that an e-mail address (representative) is sent to
John.vanDerVent@westerncape.gov.za
on or before Thursday, 30 November 2023 at 17H00.

NB! Microsoft Teams Application needs to be installed
on the relevant platform in order to participate (e.g. Cell
Phone, Laptop and or Desktop).

Late bid offers shall not be admitted for consideration.

Bidders to note that should the Bid document be too big to fit into the Bid Box, to please contact the following Supply Chain Management official/s who will ensure that bid documents get deposited into the bid box before the closing date and time: John Van Der Vent – 021 483 8213

Completed and signed (in ink) bid documents must be submitted on the official bid forms and may not be re-typed.

Completed and signed (in ink) bid documents if posted must be addressed to:

The Director, Supply Chain Management and Administration, P.O. Box 659 Cape Town, 8000 and sufficient time must be allowed for the delivery of the bid to the offices of SCM, situated in 7 Wale Street, Cape Town.

Or

DEPOSITED IN THE DEPARTMENT OF THE PREMIER TENDER BOX SITUATED ON THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.

RFB/s will be regarded as late if received after the closing time of the bid.

The Department of the Premier (DotP) reserves the right to cancel the bid at any stage of the process.

ALL PRICES MUST BE QUOTED IN RSA CURRENCY AND MUST BE INCLUSIVE OF VAT.

The service provider/s must comply with the conditions for the processing of personal information as prescribed by the Protection of Personal Information Act, No 4 of 2013 (POPI). The service provider/s is required to provide the WCG with a certificate confirming that the personal information provided to the service provider/s by the WCG has been destroyed.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and any other Conditions and or Special Conditions of Contract that might be stipulated in the requirement. Bidder's 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.

The successful bidder will be required to sign a written contract form within 7 days after the award of the bid.

000001

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FMA 0002-2023/24	CLOSING DATE:	12 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION:	PROCUREMENT OF COMMUNICATIONS SERVICES TO THE WESTERN CAPE GOVERNMENT (WCG) FOR A PERIOD OF 36 MONTHS FROM 01 APRIL 2024 TO 31 MARCH 2027				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE GROUND FLOOR (ENTRANCE) OF NO. 4 DORP STREET, CAPE TOWN (CNR KEEROM AND DORP STREET) before the closing time of the bid.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	John van Der Vent / Kim-Leigh February		CONTACT PERSON	Faiza Steyn	
TELEPHONE NUMBER	021-483-8213 / 021-483-2943		TELEPHONE NUMBER	021-483-9955	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	John.vanDerVent@westerncape.gov.za Kim-Leigh.February@westerncape.gov.za		E-MAIL ADDRESS	Faiza.Steyn@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PRICING SCHEDULE
(Professional Services)
Fixed Prices**

Name of Bidder.....	Bid number:	FMA 0002-2023/24
Closing Time:	11H00	Closing date: 12 December 2023

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

**PROCUREMENT OF COMMUNICATIONS SERVICES FOR THE WESTERN CAPE GOVERNMENT (WCG) FOR A
PERIOD OF UP TO 3 YEARS (36 MONTHS)**

NOTES:

- For the purposes of evaluating and adjudicating bids only, the total bid price will be calculated as an aggregate of the individual bid prices quoted for each category of Communications Services. The individual bid prices quoted for each category of Communications Services must be fixed in all respects and determined and reflected in this WCBD 3.3 form (Pricing Schedule) in accordance with the requirements set out in section 6 (Pricing) of the Terms of Reference.
- The nature and scope of Communications Services required, and project durations are dependent upon and subject to the available budget, requirements and written approval of the WCG. No commitments or guarantees are placed on the initial nature and scope of Communications Services required and/or project durations.
- The total bid price determined in this document is indicative for evaluation purposes only and is therefore not an indication of the total expenditure to be incurred in terms of the contract contemplated herein.

Service Description	Pricing Method	Indicative Bid Price (Inclusive of all taxes)
Above-the-line services and Media Buying Services	Total commission inclusive of an Agency commission and a Media Commission:% (Calculated as per section 6 of the Terms of Reference) Indicative bid price is the Rand equivalent of the total commission on an estimated total combined expenditure of R120 000 000.00 over a contract period of three years for Above-the-Line services and Media Buying Services. Media Commission:% The media commission is included in the total commission indicated above.	R.....
Below-the-line Services	Maximum all-Inclusive, fixed, blended hourly rate: R..... per hour (Calculated as per section 6 of the Terms of Reference) Indicative bid price is the Rand equivalent for an estimated total of 15 000 hours over a contract period of three years for Below-the-Line Services.	R.....
Communications Research Services	Maximum all-Inclusive, fixed, project management rate: R..... per project (Calculated per section 6 of the Terms of Reference) Indicative bid price is the Rand equivalent for an estimated total of 50 projects over a period of three years for Communication Research Services.	R.....
Digital Marketing Services	Commission: % (Calculated as per section 6 of the Terms of Reference)	

	Indicative bid price is the Rand Equivalent of the commission on an estimated total expenditure of a total expenditure of R30 000 000.00 over a three-year contract period for Digital Marketing Services.	R.....
Signage Services	Maximum, all-inclusive, fixed project management rate: R..... per Category A project and R..... per category B project. (Calculated as per section 6 of the Terms of Reference) Indicative bid price is the Rand equivalent for an estimated total of 20 large and complex projects and 30 small and relatively simple projects, over a contract period of three years for Signage Services.	R.....
Activation Services	Maximum, all inclusive, fixed project management rate: R..... per project (Calculated as per section 6 of the Terms of Reference) Indicative bid price is the Rand Equivalent for an estimated total of 25 projects over a contract period of three years for Activation Services.	R.....
Total Indicative Bid price (for evaluation purposes only)		R.....

Please provide details of duly designated or authorised person submitting the price schedule on behalf of the bidder:

Print Name(s) and Surname:

Designation:

Signature:

For Bidding enquiries:

Name: John Van der Vent / Kim-Leigh February

E-mail: John.vanDerVent@westerncape.gov.za
Kim-Leigh.February@westerncape.gov.za

Tel: 021-483-8213 / 021-483-2943



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.



"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Controlling interest" means, 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any –

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's –

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOEE" means –

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's –

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

3

000010

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

13. 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.

SECTION A DETAILS OF THE ENTITY		
CSD Registration Number	MAAA	
Name of the Entity		
Entity registration Number (where applicable)		
Entity Type		
Tax Reference Number		

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.



SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I have read understand the content of the document;
 - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
 - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
 - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
 - vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.



Western Cape
Government

TERMS OF REFERENCE**PROCUREMENT OF COMMUNICATIONS SERVICES TO THE WESTERN CAPE GOVERNMENT (WCG) FOR A PERIOD OF 36 MONTHS FROM
01 APRIL 2024 TO 31 MARCH 2027**

1. Purpose and General Requirements
2. Background
3. Scope of Services
4. Phase 1(d): Compulsory Conditions of Bid
5. Phase 1 (b) Conditions of Contract
6. Pricing
7. Bid Evaluation

1. Purpose and General Requirements

- 1.1 The Western Cape Government (WCG) wishes to invite potential bidders in the Communications Services sector to provide Communications **services** to the WCG for a period of up to 36 months. These **services** would be required based on demand and as the needs and resources of the WCG dictate.
- 1.2 The WCG may at its sole discretion, conduct site visits at the bidders' premises.
- 1.3 Potential bidders may ask for clarification on these Terms of Reference or any of its Annexures up to close of business 48 hours before the deadline for the submission of bids. Any request for clarification must be submitted by e-mail to Mr John van der

Vent, John.van.derVent@westerncape.gov.za and Mr Roger Williams, Roger.williams@westerncape.gov.za. All questions and answers in respect of this bid will be dealt with electronically only.

1.4 Answers to any written queries referred to SCM in accordance with paragraph 1.3 will be responded to via email, which information will also be published on the eTenders portal at <https://www.etenders.gov.za/>.

1.5 No late bids will be accepted after the closing time on the closing date.

1.6 Bidders may not contact the WCG on any matter about their bid from the time that the bids are submitted (the bid closing time) to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons, or bid award decisions in any manner will result in the rejection of the bid concerned.

1.7. Please note that a non-compulsory briefing session will be held on:

Date: 04 December 2023

Time: 10:00 – 11:00

Venue: Microsoft Team meeting invite

1.7.1 Bidders are invited to attend the virtual briefing session so that clarification on the Terms of Reference and expectations of the Western Cape Government can be provided in respect of this invitation to bid.

1.7.2 Bidders, who did not receive the invitation of bid directly from the WCG are furthermore requested to inform the WCG via email that it intends submitting a bid proposal to ensure that any further information and updates to the invitation of bid may be provided to them to enable bidders to submit compliant bids, which information will also be published on the eTenders portal at <https://www.etenders.gov.za/>.

1.7.3. Failure to attend the virtual session referred to in paragraph 1.6.1 above and failure to inform the WCG by email that it intends submitting a bid proposal as advised in paragraph 1.6.2 above is at the bidder's own risk.

1.8 Please note that the WCG is not bound to accept any bid submitted. Furthermore, the WCG may accept or reject any bid and may cancel the tender process, and reject all bids at any time before the award of the tender contemplated herein for any reason whatsoever, including, but not limited to any of the following reasons:

1.8.1 Services need to be withdrawn from the tender process.

1.8.2 There is a change in the circumstances that necessitate issuing this invitation for bids.

1.8.3 Funds are no longer available to cover the total envisaged expenditure.

1.8.4 No acceptable bids are received and;

1.8.5 There is a material regularity in the tender process.

2. Background

2.1 The WCG has decided to procure the services of a single communications service provider to render Communications Services transversally to all 13 WCG Departments and 1 Public Entity for a 36-month period, in the specialized areas of branding, product, and communications services marketing, digital marketing, media buying and overall media communications support for the WCG. The decision to procure a single Communication Services contract for 13 WCG Departments and 1 Public Entity is aimed at enhancing efficiencies (economies of scale) and ensuring a standardized quality of communication output by the WCG.

2.2 The Provincial Departments comprising the WCG are:

- Department of Health and Wellness
 - Western Cape Education Department
 - Department of Social Development
 - Department of Mobility
 - Department of Infrastructure
 - Department of the Premier
 - Department of Local Government
 - Department of Policy Oversight and Community Safety
 - Department of Agriculture
 - Provincial Treasury
 - Department of Economic Development and Tourism
 - Department of Environmental Affairs and Development Planning
 - Department of Cultural Affairs and Sport
- 2.3 The Public Entity is:
- Western Cape Liquor Authority

- 2.4 The Department of the Premier has three units that service the transversal communication needs of the WC, with each of the remaining 12 departments having a functional communications unit.
- 2.5 The three units within the Department of the Premier that provide transversal communications services to all the WCG departments include:
 - 2.5.1 The Strategic Communications unit (steered by the Chief of Staff within the Office of the Premier) advises on the alignment of departmental communications strategies to the corporate communications strategy; guides the format and content of high-level public participation processes; and continuously assesses the WCGs communication environment and recommends appropriate strategic provincial responses; and
 - 2.5.2 The Corporate Communications Directorate facilitates and co-ordinates the transversal communications projects and campaigns to ensure transversally consistent messaging; designs corporate and departmental communication products and publications; provides a photography service; renders a communications project management support service; renders advertising and marketing advisory service; manage the implementation of advertising and marketing campaigns; assist with internal communications products (e.g. newsletters, broadcasts, and infographics) and manage a media monitoring service); and
 - 2.5.3 The eGovernment-4 – Citizens Directorate renders an integrated eGovernment information, communication, and transaction service to citizens, business, civil servants, and government, provide and implements eGovernment front office policies and strategies, coordinates eGovernment front-office support, coordinates eGovernment content and contract management, provides usability and design support to the eGovernment front office, renders interactive eGovernment front office channels and several Cape Access e-Centres, and provides strategic access to e-Government information and services.
- 2.6 Each departmental Communications unit within each of the 12 remaining departments is required to advise on departmental communication policies, strategies, and protocols and in some instances renders a departmental media liaison and public

relations service; draft speeches and content for communications products in conjunction with line functionaries; facilitate and coordinate departmental functions, workshop, conferences, exhibitions, public participation roadshows, and other events; and liaise with line function managers to ensure that the relevant Department's intranet and internet web pages reflect factually accurate and up-to-date information. Some departments also render a departmental language service. Importantly, each of the departmental communication units operationally manages the provisioning of communications services by the service provider appointed by DoP via Corporate Communications and may from time-to-time commission this Directorate to design and produce communications products internally.

- 2.7 The Communications Services identified in the Scope of Services below are therefore intended to support and augment the work carried out by the three communication units with the Department of the Premier and the communications units within the remaining WCG Departments and to this end must contribute to developing and implementing creative communication strategies to support key objectives of the WCG. The Scope of Services below has been determined with the collective communication needs of all 13 Departments but does not necessarily imply that all 13 Departments will make use of all services described below. As indicated herein, demand for any of the Communications Services contemplated below is dependent upon the availability of funding and the internal capabilities and individual procurement needs of each WCG Department.

- 2.8 The WCG anticipates that the commencement date for the contract contemplated herein would be 1 April 2024.

- 2.9 The WCG requires maximum flexibility and responsiveness when sourcing communication services and therefore allows for potential bidders to form joint ventures/ Consortiums and requires potential bidders to outsource **or sub-contract** as required (refer to WCBD 6.1 (b) for information and limitations in this regard.

- 2.10 Given that Departments and the Western Cape Liquor Authority have different communication needs, the Service Level Agreement to be entered into with the Department of the Premier (as the procuring department) will reflect the individual

needs of Departments and Public Entity in the addenda to the Service Level Agreement. Note that there will be an SLA signed for each Department and for the Western Cape Liquor Authority.

3. Scope of Services

3.1 To continuously **deliver** and support the WCGs communications strategy and related initiatives undertaken by the WCG, the Communication Services described below have been identified as potential service areas that may be required by the WCG (subject to the provisions of this paragraph 3, the availability of funds, the internal capabilities and the individual procurement needs of the 13 Departments and Western Cape Liquor Authority and the prior written approval of the procuring Department). Where a service below is indicated as being non-essential, such service has historically not been required by all 13 WCG Departments and Western Cape Liquor Authority regularly but is one which may be required by some from time-to-time, subject to the conditions set out in paragraph 3.14 below. The designation of service being essential or non-essential is not a guarantee of the nature and scope of services that will be required and requested from the Service Provider by the WCG.

3.2 Above-the-line (ATL) – [Essential]

3.2.1 Contributing to the annual strategic communications planning and development, for all 13 WCG departments, **ensuring** quality and consistency of messaging, which is based on the WCG Brand Strategy.

3.2.2 Developing and producing radio, print media, audio-visual advertisements, **social** media ads and conceptualizing and activating out-of-home campaigns; and

3.2.3 Working with the Corporate Communications Directorate within the Department of the Premier to uphold brand standards/ guidelines to ensure brand continuity and integrity.

3.3 Below-the-line Services (BTL): [Non-essential]

- 3.3.1 Designing, as required, of posters, pamphlets, newsletters, and booklets **[Non-essential]**
- 3.3.2 Sourcing and/ or producing audio-visual material (including all associated services, such as editing, animating, sound, procuring of images for these associated services and the like) **[Non-essential]**
- 3.3.3 Providing photography and videography services (including all associated services, such as travel, associated permissions, and editing) **[Non-essential]**
- 3.3.4 Designing and producing as required bespoke branded marketing materials (materials/ items not normally off the shelf such as corporate gifts and clothing, trophies, branded furniture, boards, tablecloths etc. to enhance communication campaigns), which includes concept, design, and manufacture, including specialized printing, to further enhance specific communication campaigns/marketing initiatives/events; **[Non-essential]**
- 3.3.5 Designing of bid notices and statutory advertisements in line with the WCG brand manual; **[Non-essential]**
- 3.3.6 Providing an exhibition service, which includes but is not limited to design, production, and installation (including all associated services); **[Non-essential]**.
- 3.3.7 Crisis communications: the ability to do immediate media bookings on radio and social platform in the event of a crisis. **[Essential]**
- 3.4. Media Buying Services: **[Essential]**
- 3.4.1. Developing an overall media planning strategy; **[Essential]**
- 3.4.2. Providing a media plan per campaign or project; **[Essential]**
- 3.4.3. Negotiating annually with media owners on behalf of the WCG; **[Essential]**

- 3.4.4. Buying media space on behalf of the WCG at discounted rates (excluding recruitment advertising); **[Essential]**
- 3.4.5. Uploading and placing of bid notices and statutory advertisements in various media (media buying); **[Non-essential]**
- 3.4.6. Providing post-campaign analyses; **[Essential]** and
- 3.4.7. Providing target audience analysis. **[Essential]**
- 3.5. Communications Research Services: **[Non-essential]**
 - 3.5.1. Sourcing and managing appropriate research service providers to conduct communications research (within and/or outside of the WCG);
 - 3.5.2. Recommending and applying the appropriate approved research methodology.
 - 3.5.3. Using and building on available research, including digital analytics, to ensure the effectiveness of WCG communications campaigns; and
 - 3.5.4. Providing a rationale before WCG communications campaigns for proposing a particular communications medium above others and explaining its value to the effectiveness of the relevant campaigns.
- 3.6. Digital Marketing Services: **[Essential]**
 - 3.6.1. Developing digital marketing campaigns which includes all new digital marketing platforms or advertising opportunities such as influencer marketing as well as in game advertising.
 - 3.6.2. Supporting the conceptualisation, implementation and execution of digital campaigns.
 - 3.6.3. Creating content and advertisements in relevant formats.

- 3.6.4. Purchasing and developing content and advertisements as required per campaign.
- 3.6.5. Optimising campaigns to meet **developing** business needs.
- 3.6.6. Analysing and reporting **per** campaign, as required.
- 3.6.7. Providing data and intelligence that create a WCG database of users and help inform future campaigns:
- 3.6.8. Providing online buying, **as** required; and
- 3.6.9. Social media marketing and webinars.
- 3.6.10 Research, source and advise on social media influencers for digital marketing campaigns.
- 3.6.11 Purchasing of wifi or data card generation for campaigns and on-the-ground activations.
- 3.6.12 Conceptualise and harness new digital technologies and tools for pro-active new communication trends.
- 3.7. Signage Services: [Non-essential]
 - 3.7.1. Sourcing appropriate signage service providers to produce external and internal signage proposals and designs; and
 - 3.7.2. Developing, manufacturing, installing, and servicing new and existing external and internal signage.
- 3.8. Activations Services: [Non-essential]
 - 3.8.1 Arranging external brand/event activation events in targeted communities, which events must further enhance campaigns and provide opportunities for engagement with targeted communities to inform them about projects and programmes of the WCG and all associated elements to make these activations a success. This must include all costs as outlined in clause 3.8.3 below.

3.8.2 Arranging internal brand/event activations events within the WCG, which events must further enhance campaigns and provide opportunities for engagement with employees and/or representatives of the WCG to inform them about projects and programs of the WCG; and

3.8.3 Includes all associated services required for the specific activations, including, but not **limited** to, event strategy, project management, promotional items, media, printing of material, storage, staffing, transportation, and setup.

3.9.All Communications Services described in paragraphs 3.2 to 3.8 above may require integration and collaboration with the relevant client Departments within the WCG and must be provided with sufficient flexibility to accommodate the changing needs of individual WCG Departments.

3.10 In addition to the above, the service provider to be appointed, together with its resources and sub-contractors, must exemplify the highest standards of professionalism and business etiquette. Within this context, all such resources and sub-contractors are to be suitably qualified and experienced, and are to be an example and personify the following:

3.10.1 Ability to collaborate and work as a part of a team.

3.10.2 Ability to be self-managed, ethical, and honest.

3.10.3 Ability to be respectful and seek to build relationships; and

3.10.4 Ability to work in a cost-effective and time-efficient manner.

3.11 The following service areas are expressly excluded from the Scope of Services set out herein and, as such, shall not be required to be provided by the Service Provider in terms of the contract contemplated herein:

3.11.1 Departmental/in-housework that will be executed by or within a WCG Department itself (e.g., speech writing and graphic design work produced internally).

3.11.2 Work that WCG Departments will commission from the Corporate Communications Directorate within the Department of the Premier (including, for example, banner design, leaflet design, photography, and any other work for which the Corporate Communications Directorate has the internal capability to undertake);

3.11.3 Departmental procurement process work that will continue to be put out to tender via departmental procurement processes (e.g., the printing of statutory documents and the like).

3.11.4 Services provided by the eGovernment-4-Citizens Directorate within the Department of the Premier for digital work on behalf of other WCG Departments (including, for example, user experience and design, web development and hosting, digital and social media management, and response management);

3.11.5 Digital services required for large-scale projects being implemented through the Centre for e-Innovation within the Department of the Premier.

3.11.6 Specialised communication services that the Department of Infrastructure and Department of Mobility requires and procures from time to time for the purposes of certain of its projects (including, for example, its Road Safety Management and Transport Operations projects), which services need to be provided by service providers specifically with experience in technical, regulatory and sector-specific components of such projects of the said Department);

3.11.7 Communication services that service providers, appointed by the Departments Infrastructure and Mobility to undertake infrastructure construction or maintenance projects or transport operations projects, are required to procure as part and parcel of their appointment (including, for example, media buying, audio-visual material, road signage, project boards and the like those service providers appointed to do road construction and maintenance works or transport operations are required to procure to communicate with the public on such works or operations).

3.1.1.8 Specialised below-the-line services and media buying services required by the Department of Social Development in relation to statutory advertising that it is required to undertake from time to time for the purposes of tracing the biological parents of children in need of care and protection, children whose foster order is up for renewal and children who are the subject of an adoption process, where the whereabouts of the biological parents in each **case** are unknown (as per orders handed down by the Children's Court);

3.1.1.9 Various communications services that are required by a WCG Department as part of a project commissioned, in whole or in part, by a third party (including, for example, research projects and related media campaigns partly or wholly funded by a third party) where it is not practical or possible in the circumstances to source such services via the transversal contract contemplated herein.

3.1.1.10 Standard printing (excluding specialized printing for media products, such as **billboards**, z-cards, taxi wrapping, exhibition stands, and the like, which is included within the Scope of Service); and

3.1.2 In line with Regulation 16A6.5 of the National Treasury Regulations, 2005, read with paragraph 5.5.7(f) of Chapter 16A of the Provincial Treasury Instructions, and subject to paragraph 3.14 below, no WCG Department shall solicit bids for any of the Communications Services contemplated in paragraphs 3.2 to 3.9 above or services similar thereto, but excluding the **services** described in paragraph 3.11 above, during the term of the transversal contract contemplated herein.

3.1.3 Booking of industry experts to address municipal communicators at the DLG Provincial Communicators Technical Forum which is held on a quarterly basis or as required by the Department's communications unit. These meetings will **require** traveling **across** the province as meetings are hosted in various municipalities.

3.1.4 Crisis communications: the ability to do immediate media bookings on radio and social platforms in the event of a **crisis**.

- 3.15 Any communications services contemplated in paragraph paragraphs 3.2 to 3.9 above or services similar thereto above that are the subject of a pre-existing contract already procured by an individual WCG Department prior to the award of the contract contemplated herein shall continue to be provided to that WCG Department in the ordinary course, in accordance with the terms of that pre-existing contract and until such time as the pre-existing contract has terminated.
- 3.16 Any non-essential Communications Services contemplated in paragraphs 3.3 to 3.5 and 3.7 to 3.8 above may be procured by a WCG Department outside of the transversal contract contemplated herein where:
- 3.16.1 The WCG Department concerned has requested the Service Provider, in terms of the transversal contract contemplated herein, to provide a quotation for the required services, which quote must be provided by the Service Provider within a stipulated period after receipt of the request for the quotation, which period shall be determined by that WCG Department and shall not be less than 24 (twenty-four) hours; and
- 3.16.2 The Service Provider is unable to or does not provide the quotation within the period stipulated in paragraph 3.16.1 above; or
- 3.16.3 The Service Provider provides the quotation within the period stipulated in paragraph 3.16.1 above, but the terms of such quotation are less beneficial (in terms of cost, delivery, specifications, or any other material respects) to the WCG Department concerned than a quotation that may be obtained from another service provider.
- 3.17 Each bidder must demonstrate in its bid that it is able to provide, and has credible experience in providing, all Communications Services described in paragraphs 3.2 to 3.10 above.

4. Phase 1(a): Compulsory Conditions of Bid

- 4.1. Each bidder must indicate with an "X" in **Table 1** below whether it complies with the compulsory conditions of the bid. Bid documentation must be supported with the evidence set out for each of the requirements indicated in **Table 1** below. In the event that a bidder does not or fails to indicate with an "X" whether it complies with the compulsory conditions of the bid set out in **Table 1** below, it will be assumed, unless the bid documents indicate otherwise, that the bidder does not comply with the compulsory conditions of the bid set out in **Table 1** below. Any bidder that does not comply with the compulsory conditions of bid, and/or any bidder that does not provide the evidence requested below, will, unless otherwise stated herein, not proceed to the evaluation phase of this bid.

Table 1: Compulsory Conditions of Bid

Compulsory Conditions of Bid		Compliance	
		Comply	Do Not Comply
No			
4.1.1	Each bidder must be duly registered on the Central Supplier Database (CSD) . The Department shall verify such registration prior to evaluation of each bid. CSD report to be attached.		
	To be included in the Bid Proposal (Envelope 1).		

Compliance		
Compulsory Conditions of Bid		
No	Comply	Do Not Comply
4.1.2	Each bid must contain a duly completed and signed WCBD 1 form (Invitation to Bid form) . All information and documentation requested in the form must be provided. No WCBD 1 forms (including all information and documentation required in terms thereof) will be accepted after the closing date and time of the bid. The WCBD 1 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's Bid Proposal (Envelope 1). Bidders are reminded that WCBD 1 form requires proof of authority and as such must ensure that proof is accordingly provided. Failure to provide proof of authority may render the bid invalid.	

4.1.3	Each bid must contain a duly completed and signed WCBD 4 form (Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination). All information and documentation requested in such form must be provided. No WCBD 4 form (including all information and documentation required in terms thereof) will be accepted after the closing date and time for the submissions of bids. The WCBD 4 form (including all information and documentation required in terms thereof) must be included in the envelope containing the bidder's Bid Proposal (Envelope 1). In the event that no WCBD 4 form (together with the information and documentation required in terms thereof) is included in a bid, the Department will check the Western Cape Supplier Evidence Bank for a valid copy of such form. In the event that (i) the bidder does not submit a duly completed, signed and dated WCBD 4 form (together with the information and documentation required in terms thereof); or (ii) no such duly completed and valid form (together with the information and documentation required in terms thereof) are available to the Department on the Western Cape Supplier Evidence Bank, the bid in question will be non-compliant with this compulsory condition of bid and will be disqualified.	
-------	---	--

4.1.4	Where the bidder intends to claim preferential procurement points for B-BBEE, each bid must contain a duly completed and signed WCBD 6.1 form (Prefer- ence Points Claim Form in terms of the Preferential Procurement Regulations, 2022). In such case, all information and documentation requested in such form must be provided. No WCBD 6.1 form (including all information and doc- umentation required in terms thereof) will be accepted after the closing date and time for the submission of bids. The WCBD 6.1 form (including all infor- mation and documentation required in terms thereof) must be included in the envelope containing the bidder's Bid Proposal (Envelope 1). In the event that a bidder does not submit a duly completed WCBD 6.1 form (including all information and documentation required in terms thereof), the bidder will not for this reason alone be disqualified from having its bid evaluated but it will be assumed that the bidder does not intend to claim any preferential pro- curement points for B-BBEE.		
-------	---	--	--

4.1.5	Where applicable, any bid submitted by a consortium or joint venture of two or more firms must be accompanied by a copy of the consortium formation document or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto. Consortia and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein. Where a bid is submitted by a consortium or joint venture of two or more firms, please ensure that: • The joint venture agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture or a consortium (as the case may be) and is not a sub-contracting arrangement; • All standard bidding forms are appropriately completed (i.e. WCBD 1 to be completed in the name joint venture / consortium, WCBD 4 must be completed for each member firm of the name joint venture / consortium and WCBD 6.1 in the name joint venture / consortium); • A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BEE Status Level Verification Certificate for every separate tender; and • Each member firm must be registered on the CSD for joint ventures and consortiums.		
-------	---	--	--

	Failure by a bidder, being consortium or joint venture of two or more firms, to adhere to these requirements shall disqualify the bid submitted by the member firms of the bidder. No copies of a consortium formation document or joint venture agreement will be accepted after the closing date and time of the bid. The WCG reserves the right to request a preferred bidder that is a consortium or joint venture to provide the following prior to the making of the award: (a) a certified copy of such document or agreement duly certified by a Commissioner of Oaths (where the consortium or joint venture is based in South Africa); or (b) an authenticated copy of such document or agreement duly authenticated by a Notary Public (where the consortium or joint venture is based outside of South Africa). Failure by a preferred bidder to provide same within a period stipulated by the WCG shall disqualify the bid submitted by that preferred bidder. All WCBD forms provided by a consortium or joint venture must be completed in a manner that makes it clear that the bidder is a consortium or joint venture. The WCG reserves the right to request clarity in this regard on the WCBD forms provided by a consortium or joint venture. The documents as required by this paragraph 4.1.5 must be included in the envelope containing the bidder's Bid Proposal (Envelope 1).		
--	---	--	--

4.1.6	Each bid must contain a comprehensive technical proposal that is fully responsive to the requirements set out in paragraph 3 above, read with the functionality criteria referred to in paragraph 7.2 below. The comprehensive technical proposal must be included in Envelope 1. The envelope (Envelope 1) must preferably be marked with the name of the bidder and entitled: “<i>Technical Proposal: Bid Number FMA 0002-2023/24</i>”; and The envelope (Envelope 1) must contain at least the following: - o The comprehensive technical proposal; - o All mandatory documents specified in this Table 1 excluding all mandatory documents specified for paragraph 4.1.7 below (i.e., excluding the financial proposal and related documents); and - o Completed Evaluation Score Sheet and supporting evidence in accordance with the requirements set out in paragraph 7.2.2 below.		
-------	---	--	--

4.1.7	Each bid must include a second envelope (Envelope 2), separate to the technical proposal (Envelope 1) referred to above, in which the bidder's financial proposal must be sealed. The bidder's financial proposal will only be evaluated as part of Phase 3. The bidder's financial proposal must be sealed in the said envelope as follows: • The envelope must preferably be marked with the name of the bidder and entitled: "Financial Proposal: Bid Number FMA 0002-2023/24". A failure to mark the envelope correctly will not disqualify a bidder from having its bid evaluated further; and • The envelope must contain a duly completed and signed WCBD 3.3 form (Pricing Schedule) in the format attached hereto. Should a bidder fail to include its financial proposal in a separate envelope (separate from the technical proposal), the bidder shall be disqualified from having its bid evaluated further. Bidders must therefore ensure that the Department is able to ascertain which envelope contains the bidder's financial proposal.		
4.1.8	Where applicable, any bidder that is not based in South Africa must provide a written motivation detailing why it is familiar with local conditions and laws. This requirement is not applicable to bidders who are based in South Africa.		

5. Phase 1 (b) Conditions of Contract

- 5.1. Each bidder must indicate with an "X" in Table 2 below if it agrees with the following conditions of contract of the bid. Each bidder must include in its bid a signed and completed copy of Table 2 below (i.e., a completed copy of Table 2 with a signature of an authorised representative of the bidder on each page comprising Table 1). In the event that a bidder does not or fails to indicate with an "X" whether it agrees with a particular condition of contract set out in Table 2 below, it will be assumed that the bidder does not agree to the condition of contract concerned. In the event that a bidder submits a completed but unsigned copy of Table 2, the Department reserves the right to verify with that bidder whether the completed Table 2 was in fact completed by the said bidder (which verification shall be deemed sufficient in lieu of a signed copy of Table 2). Failure on the part of a bidder to agree to all conditions of contract set out in Table 2 below and to submit as part of its bid a signed and completed copy of Table 2, may lead to disqualification of that bidder's bid.

Table 2: Conditions of Contract

No	Conditions of Contract	Agreement to Conditions		
		Agree	Do Agree	Not
5.1.1	The successful bidder must provide for the full scope of services as outlined in paragraph 3 above, which services shall be requested by the WCG on a project-by-project basis, subject to the availability of funds, the internal capabilities, and individual procurement needs of the relevant WCG Department(s) and the prior written approval of the Department of the Premier as the procuring department.			
5.1.2	The successful bidder must provide the required services for a period of up to 3 (three) years.			
5.1.3	The successful bidder must provide weekly status reports (as required by WCG) over the contract period (including, but not limited to, status and contact reports on project progress). The time and cost of these reports must be included as part of the agreed project costs.			
5.1.4	The successful bidder must ensure that it provides the required services within the timeframes agreed to between the Service Provider and the WCG.			

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____
Signature of Authorised Representative of the bidder: _____

5.1.5	The successful bidder must, upon request by the WCG, provide the WCG with reports on skills transfer in all the scoped areas and ensure effective skills transfer to WCG (where applicable WCG resources are available for skills transfer). The time and cost of these reports must be included as part of the agreed project costs.		
5.1.6	The successful bidder must, always during the term of the contract, comply with and work within all legislation, regulations, policies, and frameworks applicable to the WCG (including, but not limited to, the Minimum Information Security Standards (MISS), the Public Finance Management Act (PFMA), the Protection of Personal Information Act (POPI), and the Promotion of Access to Information Act (PAIA)). The cost of compliance with such legislation, regulations, policies, and frameworks must be included in the agreed costs for the projects concerned.		
5.1.7	The successful bidder will be required to sign a Service Level Agreement (SLA) with the Department of the Premier after the bid has been awarded. This SLA will include separate addenda in terms of which the participation and bespoke service requirements of individual WCG Departments and the Western Cape Liquor Authority will be confirmed.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____
Signature of Authorised Representative of the bidder: _____

5.1.8	Travel and Subsistence are part of the project, and the costs thereof must be fixed in all respects. Such costs must be included as part of the agreed project costs insofar as they concern travel within 100km from 7 Wale Street, Cape Town. Travel and Subsistence claims of the successful bidder will only be refunded by the WCG in line with WCG tariffs/rates for the use of private vehicles to a maximum of an 1800cc engine on the WCG's request for travel for which: • Prior WCG approval for travel has been granted • Proper records of kilometers traveled, fuel receipts, and subsistence receipts are to be kept and timeously submitted to the WCG (monthly); and • Travel more than 100km from 7 Wale Street, Cape Town is required. Only travel more than 100km (and related subsistence) may be claimed. No claim for travel within 100km of 7 Wale Street, Cape Town (and related subsistence) may be claimed. Travel and subsistence rates to be concluded on the signing of the SLA shall be based on government-approved rates in the month of travel. Any domestic travel of more than 100km from 7 Wale Street and any international travel (including flights, car hire, accommodation, and other expenses) are to be discussed, quoted for and approved by the WCG prior to travel. All costs are to be included in the agreed project costs and shall be fixed in all respects excluding status meetings, briefings administration etc.		
-------	--	--	--

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the bidder: _____

5.1.9	All resources employed or contracted by the successful bidder to provide any services contemplated herein must sign a confidentiality and non-disclosure agreement.		
5.1.10	All resources employed or contracted by the successful bidder to provide any services contemplated herein will be subjected to vetting and security clearances by the State Security Agency, where required (to be arranged by the WCG).		
5.1.11	The successful bidder must be able to provide high availability of all resources required by the WCG for the provision of services contemplated herein (during normal business hours: 08h00 to 16h30).		
5.1.12	An all-inclusive, fixed project cost will be negotiated on a project-by-project basis, subject to the pricing quoted in the WCBD 3.3 form (Pricing Schedule) for the applicable category of Communications Services.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the bidder: _____

5.1.13

Payment for time and materials shall be based on the following in respect of each category of Communications Services:

- **Above-the-Line Services and Media Buying Services:** an all-inclusive, fixed media commission calculated on the media spend for the project in question (as quoted in the WCBD 3.3 form (Pricing Schedule) for Above-the-Line Services and Media Buying Services), plus the cost of the WCG-approved sub-contractor(s).
- **Below-the-Line Services:** an all-inclusive, fixed, hourly, blended rate not exceeding the maximum, all-inclusive, fixed, hourly, blended rate quoted in the WCBD 3.3 form (Pricing Schedule) for Below-the-Line Services.
- **Communications Research Services:** an all-inclusive, fixed project management rate not exceeding the maximum, all-inclusive, fixed project management rate quoted in the WCBD 3.3 form (Pricing Schedule) for Communications Research Services, plus the cost of the WCG-approved sub-contractor(s);
- **Digital Marketing Services:** an all-inclusive, fixed media commission calculated on the media spend for the project in question (as quoted in the WCBD 3.3 form (Pricing Schedule) for Digital Marketing Services), plus the cost of the WCG-approved sub-contractor(s).
- **Signage Services:** an all-inclusive, fixed project management rate not exceeding the maximum, all-inclusive, fixed project management rate quoted in the WCBD 3.3 form (Pricing Schedule) for Signage Services, plus the cost of the WCG-approved sub-contractor(s); and
- **Activations Services:** an all-inclusive, fixed, project management rate not exceeding the maximum, all-inclusive, fixed project management rate quoted in the WCBD 3.3 form (Pricing Schedule) for Activations Services, plus the cost of the WCG-approved sub-contractor(s).

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____
Signature of Authorised Representative of the bidder: _____

5.1.14	The successful bidder will be required, at its cost, to provide its resources with all IT equipment required by them to provide the required services. Such IT equipment shall include, but shall not be limited to, desktops and/or laptops and accessories (e.g. extension leads, additional screens (where required), presentation cable connectors, cable locks and the like. The WCG will not be held liable for any lost, stolen or damaged equipment belonging to or provided by the successful bidder and/or its resources.		
5.1.15	The WCG will not be liable for any relocation of staff, offices or assets required by the successful bidder in giving effect to the requirements of the contract, nor shall the WCG be liable for any parking costs that the successful bidder and its employees, agents, representatives and/or resources may incur in giving effect to the requirements of the contract.		
5.1.16	The successful bidder shall compile all presentations of project deliverables with playback to management within the WCG. The time and cost of such presentations must be included in the agreed costs for the project(s) concerned.		
5.1.17	Upon termination or expiration of the contract, the successful bidder is required to do a complete handover to the WCG or to a service provider appointed by the WCG (as required by the WCG). The time and cost of such handover must be included in the agreed costs for the project(s) concerned.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____

Signature of Authorised Representative of the bidder: _____

5.1.18	The WCG reserves the right to terminate the contract contemplated herein or any part thereof at its discretion for any reason whatsoever upon 3 (three) months' written notice to the successful bidder, or immediately should it come to the attention of the WCG that the successful bidder has previously, or during the bidding for this tender, abused the WCG Supply Chain Management System.		
5.1.19	The WCG shall have all right, title and interest in any intellectual property (including, but not limited to, copyright generated during the course of performing the services outlined in paragraph 3 above, including, but not limited to, all documents, electronic aids, specifications, manuals, training materials, reports, software projects, and processes). The successful bidder may not reproduce or use any of such intellectual property and/or any intellectual property of the WCG made available to the successful bidder (in these Terms of Reference and during the term of the contract) without the prior written permission of the Department of the Premier.		
5.1.20	Generally, the WCG shall pay for the services contemplated herein after such services have been rendered to the satisfaction of the WCG, within 30 (thirty) calendar days of receipt of a valid tax invoice from the successful bidder. However, in exceptional circumstances, the WCG, at its discretion and on good cause, may allow for advance payments.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____
Signature of Authorised Representative of the Bidder: _____

5.1.21	The successful bidder shall be bound by the General Conditions of Contract issued by the National Treasury ("the GCC"), read with the terms and conditions set out herein and to the exclusion of any standard terms and conditions that the successful bidder would ordinarily impose on its clients. Any terms and conditions that are not included herein or in the GCC but which the successful bidder requires to be included in the contract between it and the WCG may, with the agreement of the WCG, be included in the Service Level Agreement referred to in paragraph 0 above.		
5.1.22	In the event that the successful bidder is a consortium or joint venture, each member of such consortium or joint venture (as the case may be) shall be held jointly and severally liable for the performance of the consortium or joint venture in terms of the contract contemplated herein.		
5.1.23	The successful bidder shall endeavor to obtain discounts (excluding early settlement discounts) for the WCG from third parties, including but not limited to media owners (i.e. any reduction in price receivable from any person or entity that makes available for sale or hire advertising time and/or space in any electronic or printed media or contractual outdoor billboards, including electronic billboards and including all digital new media, including web and mobile), and shall pass the full value of any such discounts to the WCG and pertinently reflect such discounts on the quotations provided to the WCG.		

The following bidder hereby accepts the conditions of contract as indicated on this page as being agreed:

Bidder Name: _____
Signature of Authorised Representative of the bidder: _____

6. Pricing

Bidders must take note of the following:

- 6.1 Each bid must contain a quote for the required services, which must be provided on and, in the format, set out in the WCBD 3.3 form (Pricing Schedule) attached hereto (attachment A) and comply with the requirements set out in this paragraph 6.
- 6.2 For the purposes of completing the WCBD 3.3 form (Pricing Schedule), each bidder must determine, and reflect in the WCBD 3.3 form (Pricing Schedule) attached hereto (attachment A), an individual bid price for each category of Communication Services contemplated herein as follows:

Category of Communications Services	Method for determining individual bid price per category of Communications Services
Above-the-Line Services and Media Buying Services	(a) With reference to the Scope of Services required for Above-the-Line Services and Media Buying Services, each bidder must determine the cost of the likely resources required by it to complete projects for the WCG with an estimated combined total expenditure of approximately R120,000,000.00 (one hundred and twenty million Rand) for Above-the-Line Services and Media Buying Services over a three-year period; and (b) Using the resource cost determined above, each bidder must translate its financial requirements / fees for providing Above-the-Line Services and Media Buying Services to the WCG over the duration of the transversal contract into a fixed, all-inclusive media commission expressed as a percentage of the estimated combined total expenditure referred to above after deducting the resource cost above. (c) Each bidder must include its media commission for Above-the-Line Services and Media Buying Services in the WCBD 3.3 form (Pricing Schedule) attached hereto as a percentage (correct to two decimal points) and as a Rand value (calculated on the

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	estimated combined total expenditure referred to above). This Rand value shall be used as the combined indicative bid price for evaluating price in relation to Above-the-Line Services and Media Buying Services. (d) The media commission percentage provided shall be fixed for the full duration of the contract and will be used to calculate the total, all-inclusive fee payable to the successful bidder per project for Above-the-Line Services and Media Buying Services. For example, if the bidder's estimated resource cost for completing projects for the WCG with an estimated combined total expenditure of approximately R 120,000,000.00 (hundred and twenty million Rand) for Above-the-Line Services and Media Buying Services over a three-year period is R7 million, this figure must be deducted from the estimated combined total expenditure of R120 million to calculate a media spend figure (i.e. R120 million – R7 million = R113 million). In turn, the bidder must then calculate its media commission by expressing its resource cost (R7 million) as a percentage of the media spend figure (R113 million). In this example, the bidder's media commission for Above-the-Line Services and Media Buying Services over the contract period would be 6.19% (i.e. [R7 million ÷ (R120 million – R7 million)] x 100 = 6.19%). Please note: The indicative bid price to be quoted for Above-the-Line Services and Media Buying Services is a combined indicative bid price that will be used for evaluation purposes.

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	The estimated expenditure of R120 million is indicative and based on spending trends, and therefore not a commitment or guarantee of the actual spend determined for the transversal contract contemplated herein. Note that the pricing schedule also requires the successful bidder to indicate the media commission rate portion included in the overall commission rate for ATL/Media.
Below-the Line Services	A maximum, fixed, all-inclusive hourly rate must be determined on a blended basis over a three-year period for Below-the-Line Services. It is estimated that a total of approximately 15 000 (fifteen thousand hours) hours of Below-the-Line Services may be required by the WCG over a three-year period. This maximum, all-inclusive, blended hourly rate will be fixed for the full duration of the contract and will be used to negotiate the hourly rates of individual resources applicable on a project-by-project basis, taking into account the requirements and level of complexity of each project. The maximum, fixed, all-inclusive, blended hourly rate must be reflected in the WCBD 3.3 form (Pricing Schedule) attached hereto and an indicative bid price for an estimated total of 15 000 (fifteen thousand hours) hours of Below-the-Line Services must be calculated using the said hourly rate (for evaluation purposes). For example, if a bidder determines its maximum, fixed, all-inclusive, blended hourly rate for Below-the-Line Services over the three-year period to be R750.00, the indicative bid

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	price to be included for Below-the-Line Services on the WCBBD 3.3 form (Pricing Schedule) attached hereto will be R11,250,000.00 (i.e., R750 x 15 000 hours = R11,250 000.00). Please note that the estimated number of hours reflected above for Below-the-Line Services is indicative and based on spending trends, and therefore not a commitment or guarantee of the actual hours of Below-the-Line Services that will be required by the WCG.
Communications Research Services	A maximum, fixed, all-inclusive project management rate must be determined for any project that is required over a three-year period for Communications Research Services. This project management rate concerns only that work which the successful bidder will undertake when providing Communications Research Services and therefore must not concern any work to be undertaken by sub-contractors of the successful bidder in this regard. This maximum, all-inclusive project management rate will be fixed for the full duration of the contract and will be used to negotiate the project management rate payable to the successful bidder (excluding its sub-contractors) on a project-by-project basis, taking into account the requirements and level of complexity of each project. It is estimated that a total of 50 projects requiring Communications Research Services may be required by the WCG over a three-year period.

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	The maximum, fixed, all-inclusive project management rate must be reflected in the WCBD 3.3 form (Pricing Schedule) attached hereto and an indicative bid price for an estimated total of 50 projects requiring Communications Research Services must be calculated using the said project management rate (for evaluation purposes only). For example, if a bidder determines its maximum, fixed, all-inclusive project management rate for Communications Research Services over the three-year period to be R50,000.00 per project, the indicative bid price to be included for Communications Research Services on the WCBD 3.3 form (Pricing Schedule) attached hereto will be R2,500,000.00 (i.e., R50,000.00 x 50 projects = R2,500,000.00). Please note that the estimated number of projects reflected above for Communications Research Services is indicative, and therefore not a commitment or guarantee of the actual volume of Communications Research Services that will be required by the WCG.
Digital Marketing Services	(a) With reference to the Scope of Services required for Digital Marketing Services, each bidder must determine the cost of the likely resources required by it to complete projects for the WCG with an estimated combined total expenditure of approximately R30,000,000.00 (thirty million rand) for Digital Marketing Services over a three-year period; and (b) Using the resource cost determined above, each bidder must translate its financial requirements/fees for providing Digital Marketing Services to the WCG over the duration of the transversal contract into a fixed, all-inclusive media commission expressed

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	as a percentage of the estimated combined total expenditure referred to above after deducting the resource cost above. (c) Each bidder must include its media commission for Digital Marketing Services in the WCBD 3.3 form (Pricing Schedule) attached hereto as a percentage (correct to two decimal points) and as a Rand value (calculated on the estimated combined total expenditure referred to above). This Rand value shall be used as the combined indicative bid price for evaluating price in relation to Digital Marketing Services. (d) The media commission percentage provided shall be fixed for the full duration of the contract and will be used to calculate the total, all-inclusive fee payable to the successful bidder per project for Digital Marketing Services. For example, if the bidder's estimated resource cost for completing projects for the WCG with an estimated combined total expenditure of approximately R30 million for Digital Marketing Services over a three-year period is R4,000,000.00, this figure must be deducted from the estimated combined total expenditure of R30 million to calculate a media spend figure (i.e., R30 million – R4 million = R26 million). In turn, the bidder must then calculate its media commission by expressing its resource cost (R4,000,000.00) as a percentage of the media spend figure (R26 million). In this example, the bidder's media commission for Digital Marketing Services over the contract period would be 15.38% (i.e. $[R4000,000.00 \div (R30 \text{ million} - R4,000,000.00)] \times 100 = 15.38\%$). Please note:

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	• The indicative bid price to be quoted for Digital Marketing Services is a combined indicative bid price that will be used for evaluation purposes only. • The estimated expenditure of R30 million is indicative, and therefore not a commitment or guarantee of the actual spend determined for the transversal contract contemplated herein.
Signage Services	Signage services to be quoted for in two parts, i.e. complex, voluminous undertakings and simple undertakings and a cost must be shown for both. There are 2 categories: Category A – which refers to signage projects that are large and complex which must reflect a maximum all-inclusive project management rate that is required per project over a three-year period. Category B – which refers to signage projects which are small and relatively simple to execute, which must reflect a maximum all-inclusive project management rate that is required per project over a three-year period. This project management rate concerns only that work which the successful bidder will undertake when providing Signage Services and therefore must not concern any work to be undertaken by sub-contractors of the successful bidder in this regard. This project management rate must also exclude design work to be undertaken by the successful bidder in respect of Signage Services, as such design work shall be covered by the

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	maximum, fixed, all-inclusive, blended hourly rate referred to above for Below-the-Line Services. This maximum, all-inclusive project management rate will be fixed for the full duration of the contract and will be used to negotiate the project management rate payable to the successful bidder (excluding its sub-contractors) on a project-by-project basis, considering the requirements and level of complexity of each project. It is estimated that a total of 50 projects (Twenty for Category A & Thirty for Category B) requiring Signage Services may be required by the WCG over a three-year period. For Category A, the maximum, all-inclusive project management rate must be reflected in the WCBD 3.3 form (Pricing Schedule) attached hereto, and an indicative bid price for an estimated total of twenty projects requiring Signage Services must be calculated using the said project management rate (for evaluation purposes only). For Category B, the maximum, all-inclusive project management rate must be reflected in the WCBD 3.3 form (Pricing Schedule) attached hereto, and an indicative bid price for an estimated total of thirty projects requiring Signage Services must be calculated using the said project management rate (for evaluation purposes only).

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	For example, if a bidder determines its maximum, all-inclusive project management rate for Signage Services over the three-year period to be R150 000 per Category A project, the indicative bid price to be included for Signage Services on the WCBBD 3.3 form (Pricing Schedule) attached hereto will be Twenty x R150 000, totaling R3 000 000 and if a bidder determines its maximum, all-inclusive project management rate for Signage Services over the three-year period to be R10 000 per Category B project, the indicative bid price to be included for Signage Services on the WCBBD 3.3 form (Pricing Schedule) attached hereto will be Thirty x R10 000, totaling R300 000. Please note that the estimated number of projects reflected above for Signage Services is indicative and varies in size, and therefore not a commitment or guarantee of the actual volume of Signage Services that will be required by the WCG.
Activations Services	A maximum, fixed, all-inclusive project management rate must be determined for any project that is required over a three-year period for Activations Services. This project management rate concerns only that work which the successful bidder will undertake when providing Activations Services and therefore must not concern any work to be undertaken by sub-contractors of the successful bidder in this regard. This project management rate must also exclude media buying and design work to be undertaken by the successful bidder in respect of Activation Services, as media buying work shall be covered by the media commission referred to above for Media Buying Services and design work shall be covered by the maximum, fixed, all-inclusive, blended hourly rate referred to above for Below-the-Line Services.

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	This maximum, all-inclusive project management rate will be fixed for the full duration of the contract and will be used to negotiate the project management rate payable to the successful bidder (excluding its sub-contractors) on a project-by-project basis, taking into account the requirements and level of complexity of each project. It is estimated that a total of 25 (Twenty-Five) projects requiring Activations Services may be required by the WCG over a three-year period. The maximum, fixed, all-inclusive project management rate must be reflected in the WCBD 3.3 form (Pricing Schedule) attached hereto and an indicative bid price for an estimated total of 25 (Twenty-Five) projects requiring Activations Services must be calculated using the said project management rate (for evaluation purposes only). For example, if a bidder determines its maximum, fixed, all-inclusive project management rate for Activations Services over the three-year period to be R5,000.00 per project, the indicative bid price to be included for Activations Services on the WCBD 3.3 form (Pricing Schedule) attached hereto will be R125,000.00 (i.e., R5,000.00 x 25 projects = R125,000.00).

Category of Communications Services	Method for determining individual bid price per category of Communications Services
	Please note that the estimated number of projects reflected above for Activations Services is indicative, and therefore not a commitment or guarantee of the actual volume of Activations Services that will be required by the WCG.

- 6.3 For the purposes of **evaluating** and adjudicating bids only, the total bid price will be calculated as an aggregate of the individual bid prices quoted for each category of Communications Services. The individual bid prices quoted for each category of Communications Services must be fixed in all respects. An all-inclusive, fixed cost will be negotiated on a project-by-project basis but may not exceed the maximum all-inclusive, fixed, blended rate quoted in the WCBD 3.3 form (Pricing Schedule) for the applicable category of Communications Services.
- 6.4 Note that the nature and scope of Communications Services required, and project durations **are** dependent upon and subject to the available budget, requirements and written approval of the WCG. No commitments or guarantees **are** placed on the initial nature and scope of Communications Services required and/or project durations.
- 6.5 Management, presentation, and handover fees must be included in the maximum, all-inclusive, **fixed**, blended rates quoted per category of Communications Services. No separate costs for management, presentation and handover fees may be quoted for.
- 6.6 It is to be noted that the Western Cape Government financial year runs from 01 April – 31 March.
- 6.7 All prices quoted must include VAT and will therefore be deemed to be VAT inclusive.

7. Bid Evaluation

7.1 Phase One: Compliance to Compulsory Conditions (a) and Agreement to Conditions of Contract (b) of the bid.

7.1.1 Strict compliance to all Compulsory Conditions of the bid will be checked as part of Phase 1(a) and agreement to all Conditions of Contract will be checked as part of Phase 1(b). Bidders who do not comply with all compulsory bid conditions and/or do not agree to all the Conditions of Contract will not proceed to Phase 2 of the evaluation phase of this bid.

7.2 Phase Two: Functionality

7.2.1 Phase 2(a): Presentations

7.2.1.1 All bidders who comply with all compulsory bid conditions and agree to all the Conditions of Contract will be invited to make presentations to the pre-appointed bid evaluation committee.

7.2.1.2 Presentations will carry a maximum weight of 30 out of 100.

7.2.1.3 The presentation brief attached hereto as **Annexure B** must be followed by bidders.

7.2.1.4 All presentations will be separately scored by the pre-appointed bid evaluation committee based on the criteria contained in the presentation brief attached hereto as **Annexure B**.

7.2.1.5 Given WCG timing parameters, all bidders who qualify to make presentations will be notified accordingly and must be available to make their presentations in person or virtually

7.2.2 Phase 2(b): Evaluation Score Sheet and Supporting Evidence

7.2.2.1 Each bidder must complete, in full, the Evaluation Score Sheet attached hereto as **Annexure C1**, which consists of evaluation criteria, weightings, and applicable scoring values.

7.2.2.2 Each bidder must ensure that its completed Evaluation Score Sheet, together with the required evidence specified in **Annexure C2**, is submitted as part of its technical proposal.

7.2.2.3 The Evaluation Score Sheet will carry a maximum weight of 70 out of 100.

7.2.2.4 The pre-appointed bid evaluation committee will assess the written responses provided by bidders in their completed Evaluation Score Sheets, together with the supporting evidence provided, with the evaluation criteria, weightings, and applicable scoring values set out therein.

7.2.2.5 Any bidder who fails to answer and/or provide the required evidence in response to a question in the Evaluation Score Sheet shall receive a score of 0 (zero) for that particular question.

7.2.3 Only bidders with an aggregate score for Phases 2(a) and 2(b) of 75 (seventy-five) points or more will be eligible to migrate to Phase 3 of the evaluation phase of this bid.

7.3 Phase Three: Pricing and B-BBEE

7.3.1 Allocation of points for price and B-BBEE contribution level status shall be done by the applicable provisions of the Preferential Procurement Policy Framework Act, 2000 [Act 5 of 2000], read with the Preferential Procurement Regulations, 2022.

7.3.2 Price on the required pricing schedule (i.e., **WCBD 3.3 (Pricing Schedule)** attached hereto) will be evaluated based on the total bid price quoted in such schedule. This total bid price must be calculated as an aggregate of the individual bid prices quoted for each category of Communications Services, and the individual bid prices quoted for each category of Communications Services must be fixed in all respects and determined and reflected in the WCBD 3.3 form by the requirements set out in paragraph 6.3 above.

7.3.3 This bid will be evaluated on the 90/10 principle as follows:

Table 4: Breakdown and Weighting

1.	PPFA/ B-BBEE scoring	10
2.	Price	90
	Total	100

7.3.4 A bid not containing a completed pricing schedule that conforms in all material respects to the format set out in the WCBD 3.3 form attached hereto, read with paragraph 6 above, shall not be eligible for evaluation under Phase 3. A price must be provided for each category of Communications Services, failing which it will be assumed that the bidder is unable to provide those categories of Communications Services not priced for.

Annexure B

Agencies: Final Presentation Brief

1. Agency Credentials – maximum of 5 minutes (Points 10)

Please present your agency credentials in a way that will provide insight into your company, its history, your culture, your clients, your philosophy and your ability to provide the required services in a cost-effective, time efficient and professional manner.

The following scoring matrix shall be used when scoring this section of the presentation:

Scoring matrix	Description	Maximum Points
Poor	Presentation of the agency credentials is unclear or demonstrated no understanding of the bid or deliverables with insufficient articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met.	0
Average	Presentation of the agency credentials demonstrates some understanding of the bid or deliverables with incomplete or unclear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met to some extent but are lacking in some respects.	5
Good	Presentation of the agency credentials demonstrates an acceptable understanding of the bid or deliverables with sufficient and clear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met in all respects.	7
Excellent	Presentation of the agency credentials demonstrates a comprehensive understanding of the bid or deliverables with outstanding and clear articulation of information provided relating to the delivery of the required services. Includes additional information and relevant case studies of prior experience of similar project size and scope. The requirements for this section of the brief are met in all respects.	10

2. Resource Plan for WCG - maximum of 5 minutes (Points 10)

Please present a Resource Plan you feel would be appropriate for an account such as the WCG. Introduce as many of the team members as you can, together with their backgrounds and experience. For any additions to the team, please describe the level of experience of the person/people you will be looking to employ. Describe your ability to upscale your capacity and services at short notice (i.e., when multiple departments enter multiple briefings like festive season).

The following scoring matrix shall be used when scoring this section of the presentation:

Scoring matrix	Description	Maximum Points
Poor	Presentation of the Resource Plan is unclear or demonstrates no clear understanding of the bid or deliverables with insufficient articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met.	0
Average	Presentation of the Resource Plan demonstrates some understanding of the bid or deliverables with incomplete or unclear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met to some extent but are lacking in some respects.	5
Good	Presentation of the Resource Plan demonstrates an acceptable understanding of the bid or deliverables with sufficient and clear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met in all respects.	7
Excellent	Presentation of the Resource Plan demonstrates a comprehensive understanding of the bid or deliverables with outstanding and clear articulation of information provided relating to the delivery of the required services. Includes additional information and relevant case studies of prior experience of similar project size and scope. The requirements for this section of the brief are met in all respects.	10

3. Strategy – maximum of 10 minutes (Points 30)

Please describe the process and tools you use to translate Brand Strategy into Communication Strategy. Use a case study to demonstrate your process from brief to strategy to executions, with evidence of success. Cover your approach to Insights generation. Please provide a brief assessment of the opportunities and challenges facing the WCG from a Communication Strategy standpoint.

The following scoring matrix shall be used when scoring this section of the presentation:

Scoring matrix	Description	Maximum Points
Poor	Presentation of the strategies and methodologies is unclear or demonstrates no understanding of the bid or deliverables with insufficient articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met.	0
Average	Presentation of the strategies and methodologies demonstrates some understanding of the bid or deliverables with incomplete or unclear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met to some extent but are lacking in some respects.	15
Good	Presentation of the strategies and methodologies demonstrates an acceptable understanding of the bid or deliverables with sufficient and clear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met in all respects.	25
Excellent	Presentation of the strategies and methodologies demonstrates a comprehensive understanding of the bid or deliverables with outstanding and clear articulation of information provided relating to the delivery of the required services. Includes additional information and relevant case studies of prior experience of similar project size and scope. The requirements for this section of the brief are met in all respects.	30

4. Creativity and Implementation – maximum of 20 minutes (Points 40)

Present a selection of your best radio, print, outdoor and digital work. Explain the principles behind the creative aspects of this work. Provide case studies to demonstrate the efficacy of your work, demonstrating the successful delivery of strategy, as well as your approach to media planning and implementation. Please explain how you would approach the challenge of managing the WCG's 13 Departments plus Liquor Authority (Government Entity), to achieve brand integrity, messaging integration and production efficiencies.

The following scoring matrix shall be used when scoring this section of the presentation:

Scoring matrix	Description	Maximum Points
Poor	Presentation of the strategies, capabilities and experience is unclear or demonstrates no understanding of the bid or deliverables with insufficient articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met.	0
Average	Presentation of the strategies, capabilities and experience demonstrates some understanding of the bid or deliverables with incomplete or unclear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met to some extent but are lacking in some respects.	20
Good	Presentation of the Strategies and capabilities demonstrates an acceptable understanding of the bid or deliverables with sufficient and clear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met in all respects.	30
Excellent	Presentation of the Strategies and capabilities demonstrates a comprehensive understanding of the bid or deliverables with outstanding and clear articulation of information provided relating to the delivery of the required services. Includes additional information and relevant case studies of prior experience of similar project size and scope. The requirements for this section of the brief are met in all respects.	40

5. Operational Plan for the WCG – maximum of 5 minutes (Points 5)

Please describe the operational approach you would adopt to manage and respond to the needs of the WCG's 13 Departments and Liquor Authority (Government entity), in a seamless and efficient manner.

The following scoring matrix shall be used when scoring this section of the presentation:

Scoring matrix	Description	Maximum Points
Poor	Presentation on operational approach is unclear or demonstrates no understanding of the bid or deliverables with insufficient articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met.	0
Average	Presentation on operational approach demonstrates some understanding of the bid or deliverables with incomplete or unclear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met to some extent but are lacking in some respects.	2
Good	Presentation on operational approach demonstrates an acceptable understanding of the bid or deliverables with sufficient and clear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met in all respects.	4
Excellent	Presentation on operational approach demonstrates a comprehensive understanding of the bid or deliverables with outstanding and clear articulation of information provided relating to the delivery of the required services. Includes additional information and relevant case studies of prior experience of similar project size and scope. The requirements for this section of the brief are met in all respects.	5

6. Campaign Tracking – maximum of 5 minutes (Points 5)

Please describe your agency's approach to measuring the effectiveness of its work.

The following scoring matrix shall be used when scoring this section of the presentation:

Scoring matrix	Description	Maximum Points
Poor	Presentation on campaign tracking unclear or demonstrates no understanding of the bid or deliverables with insufficient articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are not met.	0
Average	Presentation on campaign tracking demonstrates Some understanding of the bid or deliverables with incomplete or unclear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met to some extent but are lacking in some respects.	2
Good	Presentation on campaign tracking demonstrates an acceptable understanding of the bid or deliverables with sufficient and clear articulation of information provided relating to the delivery of the required services. The requirements for this section of the brief are met in all respects.	4
Excellent	Presentation on campaign tracking demonstrates a comprehensive understanding of the bid or deliverables with outstanding and clear articulation of information provided relating to the delivery of the required services. Includes additional information and relevant case studies of prior experience of similar project size and scope. The requirements for this section of the brief are met in all respects.	5

Total points: 100

Total time: maximum of 50 minutes for presentation plus 10 minutes for Q&A = 60 minutes.

Annexure C1
EVALUATION SCORE SHEET

NO.	EVALUATION CRITERIA	CRITERION WEIGHTING (as a %)	GUIDELINES FOR CRITERIA APPLICATION	POINTS (circle the appropriate score)
1	How long has your company been in business? If you are bidding as a consortium or joint venture, please answer this question in relation to the consortium member or joint venture partner that has been in business the longest. Please specify the relevant consortium member or joint venture partner in the space below: Name of relevant consortium member / joint venture partner:	10	0-3 years	3
			4-7 years	5
			8+ years	10
2	How many collective years of relevant experience do your 5 (five) most senior executives have in the advertising industry? If you are bidding as a consortium or joint venture, please answer this question in relation to the 5 (five) most senior executives across all members of the consortium or all partners of the joint venture. Please specify the relevant consortium member(s) or joint venture partner(s) in the space below: Name(s) of relevant consortium member(s) / joint venture partner(s):	10	1-10 years	3
			11-24 years	5
			25+ years	10
3	Do you handle or have you in the past handled Government/Parastatal/Public Sector business or worked within private sectors business? If you are bidding as a consortium or joint venture, please answer this question in relation to the consortium member(s) or joint venture partner(s). Please specify the relevant consortium member(s) or joint venture partner(s) in the space below:	10	No (Private Sector only)	5
			Yes (Public Sector)	10

NO.	EVALUATION CRITERIA	CRITERION WEIGHTING (as a %)	GUIDELINES FOR CRITERIA APPLICATION	POINTS (circle the appropriate score)
	Name(s) of relevant consortium member(s) / joint venture partner(s):			
4	How many full-time staff are available at your office to provide the required services? If you are bidding as a consortium or joint venture, please answer this question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:	10	Up to 20	3
			21 - 30	5
			30+	10
5	How many Account Managers are at your office. If you are bidding as a consortium or joint venture, please answer this question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:	10	1	3
			2-3	5
			4+	10
6	How many Communication Strategists are at your office? If you are bidding as a consortium or joint venture, please answer this	10	1-2	1
			3-6	5

NO.	EVALUATION CRITERIA	CRITERION WEIGHTING (as a %)	GUIDELINES FOR CRITERIA APPLICATION	POINTS (circle the appropriate score)
	question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:		7+	10
7	How many Graphic Designers are at your office? If you are bidding as a consortium or joint venture, please answer this question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:	10	1-3	3
			4-7	5
			8+	10
8	How many Desktop Publisher (DTP) Operators are at your offices? If you are bidding as a consortium or joint venture, please answer this question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:	5	0	0
			1-2	3
			3 or more	5
9	How many Copywriters are at your office?	5	1-2	1

NO.	EVALUATION CRITERIA	CRITERION WEIGHTING (as a %)	GUIDELINES FOR CRITERIA APPLICATION	POINTS (circle the appropriate score)
	If you are bidding as a consortium or joint venture, please answer this question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:		3-4	3
			5+	5
10	How many Media Planners and Buyers are at your office? If you are bidding as a consortium or joint venture, please answer this question in relation to office of the consortium member or joint venture partner from which the consortium or joint venture shall be based. Please specify the relevant consortium member or joint venture partner in the space below:	10	2-4	1
			5-7	5
			8+	10
11	How many radio advertising, media or Below-the-Line industry awards has your company won in the past three years? If you are bidding as a consortium or joint venture, please answer this question in relation to awards received by all consortium members or joint venture partners. Please specify the relevant consortium member(s) or joint venture partner(s) in the space below:	10	0	0
			1-3	5
			4 or more	10

SUMMARY SHEET OF DOCUMENTATION OF PROOF
(To be completed by bidder and submitted with bid)

Bidders must ensure that all proof provided verifies and supports their answers in the Evaluation Score Sheet,

Bidders should note that failure to supply the requisite proof will result in no scores being obtained for the criterion in question.

If you are bidding as a consortium or joint venture, please ensure that the proof provided relates to the relevant consortium member(s) or joint venture partner(s) and supports the answers provided in the Evaluation Score Sheet.

No.	Evaluation Criteria	Proof	Proof Attached <i>(please tick)</i>	
1.	How long has your company been in business?	Auditor Letter or Senior Executive member of an organisation	Yes	No
2.	How many collective years of relevant experience do your 5 (five) most senior executives have in the advertising industry?	CV's	Yes	No
3.	Do you handle or have you in the past handled Government/Parastatal/Public Sector business or private sector business?	Auditor Letter or Senior Executive member of an organisation	Yes	No
4.	How many full-time staff are available at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No
5.	How many Account Managers are at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No
6.	How many Communication Strategists are at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No
7.	How many Graphic Designers are at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No
8.	How many Desktop Publisher (DTP) Operators are at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No

11.	How many Copywriters are at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No
12.	How many Media planners and Buyers are at your office?	Auditor Letter or Senior Executive member of an organisation	Yes	No
13.	How many radio advertising, media or Below-the-Line industry awards has your company won in the past three years?	Copies of award certificates	Yes	No

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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

Js General Conditions of Contract (revised July 2010)