

INVITATION TO QUOTE
RFQ NO: MKRIQ54/2024/25

APPOINTMENT OF AN INTEGRATED MARKETING AGENCY FOR DIGITAL MARKETING, PR, CREATIVE DESIGN AND VIDEO PRODUCTION, MEDIA BUYING, SOCIAL MEDIA, AND RELATED SERVICES

COMPANY NAME	
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The Moses Kotane Research Institute (MKRI) invites prospective bidders to submit quotations for an integrated marketing agency for digital marketing, PR, creative design and video production, media buying, social media, and related services for a period of three years.

The evaluation criteria are divided into 3 stages:

Stage 1: SCM administrative compliance

Bidders are requested to complete and sign the compulsory returnable standard bidding document (SBD) forms:

- a) SBD 1 (Part A and B)
- b) Section B: Declaration that information on CSD is correct
- c) SBD 4: Bidders disclosure
- d) Section D: Authority to sign a tender or submit enterprise resolution letter

Failure to complete and sign the above compulsory returnable standard bidding documents (SBD) forms shall result in the tender being considered non-responsive and rejected.

Stage 2: Functionality criteria

Proposals are required to achieve a minimum score of 70 points on functional evaluation to qualify for further evaluation stage.

Stage 3: 80/20 price and preference point system

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and its Regulations, 2022.

Preference point system	
Price	80
Specific Goals	20
<ul style="list-style-type: none"> • Tenderer who has 51% to 100% black people ownership 	8
<ul style="list-style-type: none"> • Tenderer who has 30% to 100% women ownership 	6
<ul style="list-style-type: none"> • Tenderer who has 30% to 100% youth Ownership 	6
Total	100

- a) It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:
 - Copy of enterprise registration certificate (CIPC)
 - Copies of identity document (ID)
 - BBBEE certificate (BBBEE) accredited by SANAS or sworn affidavit
- b) It is mandatory for bidders to complete SBD 6.1 to claim points for specific goals. Failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.
- c) Bidders should complete and submit SBD 3.1 (pricing schedule) indicating the grand total, if space is insufficient for the line items the bidder must attach a breakdown of the quotation.

Submission of quotations are as follows:

Bid number: MKRIQ54/2024/25

Closing date and time: 28 March 2025 at 11:00am

Quotations must be forwarded to quotations@moseskotane.com

MKRI tender forms to be submitted with the quotation

SBD 1- PART A	INVITATION TO BID <i>(Complete)</i>	
SBD 1- PART B	TERMS AND CONDITIONS FOR BIDDING <i>(Complete and sign)</i>	
SECTION B	SPECIAL INSTRUCTIONS REGARDING THE COMPLETION OF BID <i>(Submit)</i>	
SECTION D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE CORRECT AND UP TO DATE <i>(Complete and sign)</i>	
SBD 3.1	PRICING SCHEDULE <i>(Complete)</i>	
SBD 4	BIDDER'S DISCLOSURE <i>(Complete and sign)</i>	
SBD 6.1	PREFERENCE POINTS CLAIM FORM <i>(Complete and sign)</i>	
	CALCULATION OF EQUITY FOR SPECIFIC GOALS <i>(Submit)</i>	
SECTION H	AUTHORITY TO SIGN TENDER OR SUBMIT ENTERPRISE'S RESOLUTION LETTER <i>(Complete and sign or submit enterprise's resolution letter)</i>	

SECTION A

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MOSES KOTANE RESEARCH INSTITUTE)					
BID NUMBER:	MKRIQ54/2024/25	CLOSING DATE:	28 March 2025	CLOSING TIME:	11h00
DESCRIPTION	Appointment of an integrated marketing agency for digital marketing, PR, creative design and video production, media buying, social media, and related services for a period of three years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Quotations must be emailed to quotations@moseskotane.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sinenhlanhla Ngqulunga		CONTACT PERSON	Adv Thembelihle Mapipa	
TELEPHONE NUMBER	031 266 1777		TELEPHONE NUMBER	031 266 1777	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Snenhlanhla.ngqulunga@moseskotane.com		E-MAIL ADDRESS	Thembelihle.mapipa@moseskotane.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABAS E No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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:

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK

1. The offers must remain valid for a period of **90 days** from the closing date of this RFQ.
2. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
3. Under no circumstances may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects.
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
8. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
9. Any alteration made by the bidder must be initiated.
10. Use of correcting fluid is prohibited
11. Bids will be opened in public as soon as practicable after the closing time of the bid.
12. Where practical, prices are made public at the time of opening bids.
13. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
14. Bidder must initial each and every page of the bid document.

SECTION C REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have.
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request an update of its information on the Central Suppliers Database, relating to changed particulars or circumstances.
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION D

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),

WHO REPRESENTS (state name of bidder)

CSD REGISTRATION NUMBER.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION E

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

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

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

Name of bidder.....	Bid number: MKRIQ54/2024/25
Closing Time: 11:00am	Closing date: 28 March 2025

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

ITEM NO.	DESCRIPTION	Total Cost
1	Year one – Annual cost	
2	Year two – Annual cost	
3	Year three – Annual cost	
Sub Total		
Vat @ 15%		
Total		

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

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

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

*Delete if not applicable

SECTION F

BIDDER'S DISCLOSURE

1. Purpose of the form

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....
.....
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<p>..... Signature</p>	<p>..... Date</p>
<p>..... Position</p>	<p>..... Name of bidder</p>

SECTION G PREFERENCE POINTS CLAIMFORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state** (*delete whichever is not applicable for this tender*).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tenderer who has 51% to 100% black people ownership	8	
Tenderer who has 30% to 100% women ownership	6	
Tenderer who has 30% to 100% youth Ownership	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

GENERAL CONDITIONS OF CONTRACT

i. Definitions

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 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 anything 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 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 ancillaries 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.

ii. Application

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 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.
- 1.2 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

iv. Standards

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

v. Use of contract documents and information; inspection.

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.

4.1 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.

4.2 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.

4.3 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.

vi. Patent rights

1.1. 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.

2. Performance security

1.1 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.

1.2 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.

1.3 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:

3. 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

4. a cashier's or certified cheque

1.4 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.

2. Inspections, tests and analyses

2.1 All pre-bidding testing will be for the account of the bidder.

2.2 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.

2.3 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.

2.4 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.

- 2.5 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.
- 2.6 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.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.
- 2.8 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**
- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all points in transit.
- 1.2 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.
- 2. Delivery and documents**
- 2.1 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.
- 2.2 Documents to be submitted by the supplier are specified in SCC.
- 3. Insurance**
- 3.1 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.
- 4. Transportation**
- 4.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 5. Incidental Services**
- 5.1 The supplier may be required to provide any or all 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 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.

5.2 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.

6. Spare parts

6.1 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.

7. Warranty

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

8. Payment

8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

8.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

8.3 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.

8.4 Payment will be made in Rand unless otherwise stipulated in SCC.7

9. Prices

- 9.1 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, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension.

10. Contract amendments

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

11. Assignment

- 11.1 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.

12. Subcontracts

- 12.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

13. Delays in the supplier's performance

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

14. Penalties

14.1 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

15. of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

16. Termination for default

16.1 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.

16.2 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.

16.3 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.

16.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time 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.

16.5 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.

16.6 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.

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

16.7 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.

17. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from

17.1 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.

18. Force Majeure

18.1 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.

18.2 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.

19. Termination for insolvency

19.1 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.

20. Settlement of Disputes

20.1 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.

20.2 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.

20.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

20.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

20.5 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.

21. Limitation of liability

21.1 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.

22. Governing language

- 22.1 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.

23. Applicable law

- 23.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

24. Notices

- 24.1 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
- 24.2 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.

25. Taxes and duties

- 25.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 25.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 25.3 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.

26. National Industrial Participation (NIP) Programme

- 26.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

27. Prohibition of Restrictive practices

- 27.1 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).
- 27.2 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.

SECTION H

AUTHORITY TO SIGN A TENDER

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATIO N	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) JOINTVENTURE/ CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

..... hereby authorise

Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough, please list all the director in the resolution letter)

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

TERMS OF REFERENCE

APPOINTMENT OF AN INTEGRATED MARKETING AGENCY FOR DIGITAL MARKETING, PR, CREATIVE DESIGN AND VIDEO PRODUCTION, MEDIA BUYING, SOCIAL MEDIA, AND RELATED SERVICES

1. Background

The Moses Kotane Research Institute is an entity of the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs. It was established in accordance with the Moses Kotane Research Institute Act 3 of 2024 with the core functions of conducting research and promoting innovation, training and skills development that respond to the needs of the provincial economy, through collaboration and coordination.

MKRI's mandate includes economic policy or intervention research; economic impact assessments; advisory on business and marketing strategies to drive economic growth; coordination and facilitation of capacity and skills development.

Our Strategic focus is as follows:

Vision: A leading and globally recognized research institute in growing the provincial economy through development and collaboration.

Mission: Developing practical innovative research-based solutions on sectors that contribute to the economy of the province.

Public value statement: Our commitment is to conduct research that stimulates provincial economic growth through innovative value-added solutions.

The appointment of an integrated marketing agency is intended to assist with the elevation of brand awareness, dissemination of research outputs, information sharing on development interventions, profiling of beneficiaries of the services or support provided and improve stakeholder engagement on various activities of the Institute.

2. PURPOSE

Moses Kotane Research Institute (MKRI) invites proposals from experienced and reputable integrated marketing agencies to provide full-service digital marketing, public relations (PR), creative design, media buying, social media, and above-the-line (ATL) advertising services. The appointed agency will develop and implement an effective marketing strategy that enhances MKRI's visibility, engagement, and brand positioning across digital and traditional media platforms.

The agency must demonstrate expertise in:

- Developing comprehensive digital marketing and PR strategies.
- Managing social media and content marketing campaigns.
- Video Production
- Creative design for brand and campaign assets.
- Media planning and buying across multiple platforms.
- Implementing Above-The-Line (ATL) marketing activities and relationships with media owners.

3. SCOPE OF WORK

MKRI requires the services of an experienced and reputable specialized marketing agency to provide a full list of services required and are not limited to the listed areas of Marketing for a period of three (3) years. The appointed agency will be responsible for:

3.1. Digital Marketing Strategy - Brand Visibility

- Develop and execute a comprehensive digital marketing strategy aligned with MKRI's objectives.
- Implement SEO and analytics-driven campaigns
- A review of MKRI's current media landscape with a view to improving current deliverables and ensuring that all internal departments feed into the overall strategy development plan
- Monitor and optimize performance metrics.
- Interpret Media briefs in order to provide strategic input for campaigns
- Design creative for the MKRI website and social media pages
- Provide a content plan for all digital communications plans 2 months in advance.
- Community management on social media pages
- Recommendations on best practices for social and digital channels
- Month reporting
- Increase website traffic: through all marketing efforts achieve a minimum increase in website traffic within the tender allocated timelines.

3.2. Public Relations (PR) - Brand Visibility

- Develop and manage PR campaigns to enhance MKRI's public image.
- Develop and Distribute content for the institute from the CEO office and corporate affairs to narrate the work from the institute
- Draft and distribute press releases, opinion pieces, and media statements.
- Foster relationships with key media stakeholders.
- Find media opportunities for key personnel to be invited to events and radio stations
- Secure media mentions (press releases, articles, interviews) in reputable publications within the tender allocated timelines. The frequency of this to be stipulated in the proposal

3.3. Social Media Management - Brand Visibility

- Develop and manage social media content calendars.
- Implement targeted advertising on social platforms.
- Monitor engagement and audience growth metrics.
- Community management to grow the organisation's presence on social media and other strategically relevant online platforms
- Grow followers on designated social media platforms within the tender allocated timelines.

3.4. Content Creative & Design

- Design branding and marketing materials (banners, reports, digital creatives, etc.).
- Produce high-quality video and multimedia content.
- Design branding materials for printing
- Stakeholder database: Develop and maintain a database of key stakeholders, including media contacts, influencers, and partners

3.5. Media Buying for Digital and ATL

- Develop media buying plans across traditional and digital platforms.
- Negotiate advertising placements for maximum reach and ROI.
- Develop and implement ATL campaigns, including TV, radio, and print media.
- Conduct brand awareness and activation events.

4. The appointed agency must ensure the following deliveries:

- A fully developed and executed marketing strategy.
- A well-managed social media presence with consistent content creation.
- PR and media coverage with measurable audience reach.
- High-quality branding and marketing collateral.
- Detailed reports on campaign performance, SEO analytics, and audience insights.
- Effective ATL campaigns to support MKRI's visibility.

5. CONTRACT TERMS

- The successful bidder will be appointed for 36 months.
- Regular performance reviews will be conducted.
- The contract may be terminated based on non-performance.

6. PROPOSAL REQUIREMENTS

Interested service providers should submit:

- Company profile and relevant experience.
- CVs of key personnel and their qualifications.
- Portfolio showcasing previous projects.
- Three (3) reference letters from previous clients.
- Detailed proposal outlining approach, methodology, and project plan.
- Cost proposal with a breakdown of billable hours.

1. Evaluation Criteria

The Evaluation Criteria will consist of the following three phases:

Stage 1: Administrative compliance

- a) Bids submitted must be complete in all respects
- b) The following forms must be duly completed and be submitted with the bid at the time of closing date of bid:

COMPULSORY BID FORMS		Tick to indicate submission
Section A	INVITATION TO BID (SBD 1)	
Section A	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
Section C	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	
Section D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS ARE CORRECT	
Section E	PRICING SCHEDULE (SBD3.1)	
Section F	DECLARATION OF INTEREST (SBD 4)	
Section H	AUTHORITY TO SIGN THE BID	

Failure to comply with the administrative compliance shall result in the proposal being considered non-responsive and shall be rejected.

Stage 2: Functionality evaluation

Proposals from prospective bidders will be evaluated on functionality listed below:

FUNCTIONALITY EVALUATION		
EVALUATION CRITERIA	SUB EVALUATION CRITERIA	WEIGHT
<p>1. Experience in Digital Marketing & PR (5+ years) Submit proposal: The tenderer should demonstrate a proven track record in delivering successful digital marketing and public relations campaigns. This includes:</p> <p>a) Digital Marketing Expertise:</p> <ul style="list-style-type: none"> • Experience in creating and executing integrated digital marketing strategies across multiple platforms (e.g., social media, content marketing, etc.). • Ability to analyze digital marketing metrics and optimize campaigns for performance. • Proficiency in using digital marketing tools and platforms, such as Google Analytics, SEMrush, Hootsuite, HubSpot and others. • Proven ability to engage and grow online audiences, drive traffic and create engaging content that live across all platforms. <p>b) Public Relations Experience:</p> <ul style="list-style-type: none"> • Demonstrated success in managing brand reputation and executing media relations strategies. • Strong relationships with media outlets, influencers, and other key stakeholders in the relevant industry. • Capability in managing crisis communications, press releases, media events, and strategic partnerships. • Experience with building and maintaining the public image of a brand or organization through both traditional and digital media channels. <p>c) Case Studies & References:</p> <ul style="list-style-type: none"> • Submission of relevant case studies or examples of previous successful campaigns in both digital marketing and PR. • Provision of client references or testimonials highlighting the bidder's ability to deliver impactful results. 	<ul style="list-style-type: none"> • 5+ years = 20 pts • 3-4 years: = 10 pts • Less than 3 years = 5 pts 	<p>20</p>

<p>2. Successful Management of Social Media Campaigns. Showcasing skills in and approach to</p> <ul style="list-style-type: none"> • Conceptualization of Social media Campaigns • Managing of the Content Calendars • Reporting on Media Performance • Growing Brand Pages • Competitor Analysis 	<ul style="list-style-type: none"> • 5+ successful campaigns = 15 pts • 3-4 campaigns = 10 pts • Less than 3 campaigns = 5 pts 	<p>15</p>
<p>3. Portfolio of Creative Design & Production including Branding Projects</p> <ul style="list-style-type: none"> • Production of Event Videos • Digital Content • Ads for Print radio and Digital • Proven experience in developing and executing innovative and impactful creative designs across a variety of mediums, including print, digital, and environmental designs. • Demonstrated ability to translate brand vision and messaging into cohesive and visually compelling design solutions. • Ability to develop creative concepts that resonate with the target audience and create a lasting brand impression. • A portfolio of relevant and recent creative design and branding projects, video production, including high-quality visuals of final designs and explanations of the creative process. 	<ul style="list-style-type: none"> • Strong portfolio with diverse projects = 10 pts • Moderate portfolio = 5 pts • Limited portfolio = 2 pts 	<p>10</p>
<p>4. Media Buying Experience & Successful Campaigns</p> <p>Successful execution of marketing strategy for MKRI that can be distinguished from other brands showcasing the best way to tell the MKRI work and coverage across multiple channels. This will need to be demonstrated through previous campaigns as case studies and show casing success stories for other brands.</p> <p>KPIs will Include</p> <ul style="list-style-type: none"> - Reach - Impressions - Brand Recall - Website Clicks - Page Growth 	<ul style="list-style-type: none"> • 5+ successful campaigns = 10 pts • 3-4 campaigns = 7 pts • Less than 3 campaigns = 3 pts 	<p>10</p>

<p>5. Experience in Above-The-Line (ATL) Marketing Demonstrating relationships with TV radio stations, Print magazines and Out of Home media owners with the ability to negotiate discounts for the brand.</p> <ul style="list-style-type: none"> • A strategic approach to selecting appropriate ATL channels based on target audience profiles and campaign objectives. • Successful execution of ATL campaigns, from conceptualization and media planning to creative development and final delivery across multiple media channels. • Experience working with publishers and ensuring the optimal placement of ATL advertisements to maximize reach and effectiveness. • Ability to manage and allocate marketing budgets efficiently to ensure the campaign’s objectives are achieved. • Experience in tracking and measuring the success of ATL campaigns through key performance indicators (KPIs), • ensuring the effectiveness of the media spend. • Ability to optimize ATL campaigns based on data insights and market feedback, with a focus on achieving ROI. 	<ul style="list-style-type: none"> • 5+ years = 20 pts • 3-4 years = 10 pts • Less than 3 years = 5 pts 	20
<p>6. Client Reference Letters (Minimum 3) not older than 3 years. The tenderer is required to submit a minimum of three (3) client reference letters, each dated within the past three (3) years.</p> <p>These letters should provide evidence of the tenderer’s ability to deliver high-quality services and meet project objectives that are related to the above-mentioned services required by MKRI.</p>	<ul style="list-style-type: none"> • 3+ Strong references within the marketing field in less than 3 Years = 10 pts • 2 References = 5 pts • 1 reference = 2 pts 	10
<p>7. Team Qualifications & Industry Certifications Team Expertise: The bidder should provide information on the qualifications and experience of the team members involved showcasing expertise in the above-mentioned fields.</p>	<ul style="list-style-type: none"> • Highly Qualified team leader who showcases a key leader with over 10 Years’ experience in Marketing with (a relevant marketing degree = 10 pts • Moderate qualifications with less than 10 years’ Experience =5 pts • Limited qualifications = 2 pts 	10
<p>8. Overall Proposal Presentation & Methodology</p>	<ul style="list-style-type: none"> • Excellent demonstration of understanding of the MKRI Marketing Mandate, clarity, and innovation to Solve = 5 pts • Moderate = 3 pts • Weak proposal = 1 pt 	5
Total Score		100

Minimum threshold (failure to meet this threshold your bid will be disqualified)
Bidders who did not meet a minimum threshold of 70% on the functionality will be disqualified

70

Stage 3: Price and Preference Points

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

Specific goals may include the following:

- (i) Contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability,
- (ii) Implementing the programmes of the Reconstruction and Development Programme as published in government gazette No. 16805 dated 23 November 1994. It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference Point Systems		
Price	80	
Specific Goals	20	Evidence required
Tenderer who has 51% to 100% black people ownership	8	CIPC BBBEE certificate/ affidavit
Tenderer who has 30% to 100% women ownership	6	ID Copy
Tenderer who has 30% to 100% youth ownership	6	ID Copy
Total	100	

It is compulsory for bidders to substantiate that they meet the above specific goals requirements by submitting the following evidence:

- (i) Copy of Enterprise Registration Certificate (CIPC)
- (ii) Copies of an identity document (ID)
- (iii) BBBEE certificate or an affidavit

1.1.1 Calculation of Equity for Specific Goals

- (m) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.

- (n) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender
- (o) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- (p) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (q) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria
 - (i) Equity within private companies must be based on the percentage of equity ownership;
 - (ii) Preference points may not be awarded to public companies and tertiary institutions;
 - (iii) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership by an HDP

NOP = The maximum number of points awarded for equity ownership by an HDP
 EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- (r) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (s) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- (t) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- (u) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (v) The points contemplated in sub-paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (w) The contract must be awarded to the tender which scores the highest points.
 - (x) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.