



REQUEST FOR BIDS:


**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR INTEGRATED MARKETING,
CREATIVE, DIGITAL, MEDIA, BRANDING AND PRODUCTION SERVICES FOR THE SERVICES
SETA FOR A PERIOD OF THREE (3) YEARS**

BID NUMBER: PROC T669

CLOSING DATE AND TIME: 03 FEBRUARY 2026 AT 11H00 AM

Approved

Name: Tebello Mokoena

Signed: 

Date: 10 Dec-25

| | |
|---|-----------|
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BID DOCUMENTS CHECK LIST:

VERY IMPORTANT: THE CONTENTS OF THE BID/ TENDER DOCUMENT MUST BE AS FOLLOWS:

The potential bidder must submit four (4) Bid proposals, compile one (1) original, (1) electronic version (USB), make one (1) copy from the original bid document and D365.

1. The Services SETA bid documents must be submitted in official format (not to be re-typed).
2. The bid proposal must be properly bonded, punched, numbered and separated per checklist schedule below.

PLEASE SUBMIT THE BID PROPOSAL AS PER AFOREMENTIONED SUBMISSION REQUIREMENTS AND BELOW CHECKLIST SCHEDULE, AS IT MAKES IT EASIER FOR THE BID EVALUATION COMMITTEE TO EVALUATE YOUR PROPOSAL.

Checklist Schedule

| Schedules | Description | Submitted: YES or NO |
|-------------|--|-------------------------|
| Schedule 1 | The potential bidder must be registered with National Treasury Central Supplier Database (CSD) | |
| Schedule 2 | Bid document must be signed and duly completed, together with all declaration of interest/standard bidding documents (SBD's 1, 3.3, 4, 6.1 and 7.2) | |
| Schedule 3 | Provide and attach a copy of Company Registration Certificate | |
| Schedule 4 | The potential bidder must submit Proof of its B-BBEE Status Level of Contributor | |
| Schedule 5 | The potential bidder must be tax compliant on National Treasury Central Supplier Database (CSD) prior to award. | |
| Schedule 6 | Methodology and Project Approach | |
| Schedule 7 | Operational Footprint & Supplier Network | |
| Schedule 8 | Capability of Service Provider | |
| Schedule 9 | Identity Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details | |
| Schedule 10 | Pricing Schedule | |
| Schedule 11 | Bid proposals (4) compile one (1) original, (1) electronic version (USB) , make one (1) copy from the original bid document must be properly bounded and D365. | |

PART A INVITATION
TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SERVICES SETA) | | | | | |
|--|--|---------------|---|--|---------|
| BID NUMBER: | PROC T669 | CLOSING DATE: | 03 FEBRUARY 2024 | CLOSING TIME: | 11H00AM |
| DESCRIPTION | APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR INTEGRATED MARKETING, CREATIVE, DIGITAL, MEDIA, BRANDING AND PRODUCTION SERVICES FOR THE SERVICES SETA | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| (SERVICES SETA HEAD OFFICE) | | | | | |
| 15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG 2193 | | | | | |
| NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX | | | | | |
| The bid box is open during office hours: Monday – Thursday: 8am – 4pm Friday: 8am – 3pm | | | | | |
| NOTE! | | | | | |
| THE RELEVANT AUTHORITY MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS | | | | | |
| BIDS MUST BE SUBMITTED AS <u>1 ORIGINAL, ELECTRONIC COPY (USB), 1 COPY AND D365</u> , EACH MARKED AS SUCH. | | | | | |
| | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Conny Mathebula | | CONTACT PERSON | Duduzile Mwelase | |
| TELEPHONE NUMBER | (011) 276 9621 | | TELEPHONE NUMBER | (011) 276 9742 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | tenders@serviceseta.org.za | | E-MAIL ADDRESS | DuduzileM@serviceseta.org.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |

| | | | | | |
|--|--|--|---|-------------------------------|------|
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| 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? 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF

CONTRACT.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

(Professional Services)

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

Costing for services required by Services SETE will be required during the RFQ process where bidders will be competing for the services as per the scope of work.

Services SETA reserves the right to negotiate prices with a recommended service provider identified during the RFQ process without offering the same opportunity to any other bidder (s) who has not been recommended.

| | |
|--------------------|--|
| Entity name | |
| Total value | |

Please Note the following:

- Services provided must reflect prices in accordance with the terms of reference.
- Bidders are also advised to indicate a total cost breakdown for this assignment.
- Own pricing schedule can be compiled to cover costs as per terms of reference.
- Bidders must clearly state the contract renewal and termination with steps of the termination process clearly identified.

1. Total bid price (incl of all applicable taxes) R.....

2. Period required for commencement with project after acceptance of bid.....

3. Are the rates quoted firm for the full period of contract? **Yes or No**

4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

All applicable taxes" includes value- added tax, pay as you earn, income tax, Unemployment

Insurance fund contributions and skills development levies.

Any enquiries regarding bidding procedures may be directed to the following members in writing.

Supply Chain Management

Email: tenders@serviceseta.org.za

Or for technical information –

Email: DuduzileM@serviceseta.org.za

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

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

contract.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

4. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS | POINTS |
|--|------------|------------|
| PRICE | 90 | 80 |
| SPECIFIC GOALS | 10 | 20 |
| Total points for Price and SPECIFIC GOALS | 100 | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for

specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

| | | |
|---|-----------|---|
| 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

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 (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Black People Ownership | 4 | 8 | | |
| Woman Ownership | 3 | 6 | | |
| Youth Ownership | 2,5 | 5 | | |
| Disability Ownership | 0,5 | 1 | | |
| Skills Transfer and Development | 0 | 0 | | |
| Total | 10 | 20 | | |

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: | |
| | |
| | |

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO PROVIDE INTEGRATED MARKETING AND COMMUNICATION SERVICES | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|---|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| | | | | |

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

| |
|--|
| |
|--|

WITNESSES

1

6. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“ By resolution of the board of directors passed on _____20_____

Mr _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No _____ and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

7. TERMS OF REFERENCE / SPECIFICATIONS

1. PURPOSE OF THIS PROJECT

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR INTEGRATED MARKETING, CREATIVE, DIGITAL, MEDIA, BRANDING AND PRODUCTION SERVICES FOR THE SERVICES SETA

7.1 INTRODUCTION

The Services SETA is a statutory body established under the Skills Development Act, 1998. Our mandate is to facilitate skills development in the services sector through funding, implementation and oversight of learning programmes that advance employability, entrepreneurship and inclusive growth. We also carry delegated functions of the Quality Council for Trades and Occupations, including qualification development and accreditation of skills development providers.

The Services SETA value chain offers significant opportunities for employers, learners, beneficiaries, skills development providers, public institutions and NGOs. To maximise participation and strengthen understanding of these opportunities, the organisation requires a coordinated and consistent communication approach. An orchestrated plan ensures that messages reinforce one another across all channels, stakeholders receive clear and timely information and the Services SETA is positioned effectively within the skills development landscape..

7.2 BACKGROUND AND OBJECTIVES

Intent

Services SETA will appoint a panel of service providers to plan, produce, implement and optimise all marketing and communications over a 36-month period. The panel will consolidate strategy and execution into a single annual plan to build clarity, strengthen trust and drive stakeholder participation in line with the NSDP 2030.

The panel will support the implementation of the Services SETA Marketing and Communications Strategy. Appointed agencies will translate the approved strategic direction into integrated campaigns, events and content executions that increase awareness, participation and trust. Services SETA retains responsibility for the strategic mandate, priorities and messaging direction, while agencies provide specialised execution capability aligned to this mandate.

Services SETA will appoint a maximum of six (6) service providers to the panel, selected based on the highest total functionality scores.

Objectives

- **One narrative:** Deliver a single message-led narrative expressed through a coordinated plan.
Integrated delivery: Orchestrate the full marketing mix across strategy, creative and integrated

communication outputs and execution plans.

- **Measurable outcomes:** Improve reach, engagement, sentiment and conversion to action with clear tagging, tracking and dashboards.

Proposal realism

Bidders must submit solutions relevant to the Services SETA mandate and feasible within public sector constraints. Bidders must originate the strategy and concepts then demonstrate how all specialties will be integrated in execution.

Campaigns, strategies or tactics proposed in response to this bid may be refined for possible implementation during the contract period. Implementation is not guaranteed and will depend on Services SETA approval, budget availability and organisational priorities. Implementation may also include projects or campaigns sourced from multiple suppliers on the panel in line with the assignment requirements. A comprehensive annual plan will therefore be refined after appointment during the onboarding and strategy alignment process."

7.3 PROBLEM STATEMENT

Situation

Marketing and Communications is a strategic lever for strengthening trust, driving participation in learning programmes, supporting stakeholder engagement and positioning the SETA as an authoritative leader in skills development. To achieve this, MarComm must deliver clear narratives, consistent messaging, evidence of impact and sustained engagement across all channels.

Opportunity

A solid foundation has been built, yet there is an opportunity to elevate communication to fully match the strategic role required. Stakeholders engage the organisation through multiple touchpoints, which creates a need for a unified narrative and more deliberate integration across suppliers and channels to reinforce organisational priorities.

Current Constraints

With multiple suppliers delivering different components, outputs are not always synchronised or delivered through a single communication rhythm. Messaging can vary across touchpoints and important insights from stakeholder behaviour, digital analytics and events are not consistently consolidated to inform proactive planning.

Strategic Impact

A more integrated system will strengthen the organisation's ability to:

- shape perceptions about its mandate
- attract the right learners, employers and partners
- communicate outcomes and demonstrate public value

- support core functions such as accreditation, stakeholder engagement and programme recruitment

Greater alignment will improve the value of budget spend and enable real-time optimisation.

Root Causes

There is no unified communication system guiding all outputs; suppliers operate without shared insights or a single coordinated calendar; content is produced through different workflows; measurement is not always connected to organisational objectives; and feedback loops across channels require strengthening.

Need

Establish an integrated communication and marketing system that positions the SETA strategically, builds one narrative, aligns all channels, drives targeted participation and demonstrates measurable impact. This requires a coordinated panel with the capability to implement the Marketing and Communications Strategy through unified planning, consistent storytelling and outcome-based optimisation.

8. CORE COMPETENCIES

Bidders must demonstrate strong in-house capability across all core marketing and communication disciplines required to support the implementation of the Services SETA Marketing and Communications Strategy. Agencies may outsource up to 30% of the scope only for specialised execution or manufacturing. Any outsourced work must be clearly disclosed, including the type of supplier, the percentage of work outsourced, quality assurance arrangements, service level controls and compliance with the Protection of Personal Information Act.

External suppliers may be used for functions such as printing, production of promotional items, courier services or media placement. However, the appointed agency remains fully accountable for quality, timelines, cost management and end-to-end integration. The following leadership roles must remain in-house and may not be outsourced:

- Account Lead
- Planning and Strategic Interpretation Lead
- Creative Director
- Public Relations and Media Liaison Lead
- Measurement and Data Lead
- Traffic and Operations Lead

8.1 Purpose of Strategic Work in the Bid

For the purposes of this bid, all bidders are required to develop and submit a full strategic approach. This requirement is for assessing the methodology, thinking, integration capability and execution logic of the bidder.

This strategic submission does not replace the Services SETA Marketing and Communications Strategy. During implementation, the appointed agencies will interpret and operationalise the approved SETA strategy, not determine strategic direction. Agencies will translate the strategy into campaigns, content, events and execution plans as approved by Services SETA.

8.2 Required Core Competencies

- **Planning and Strategic Interpretation**
Ability to analyse the Services SETA mandate, audiences and communication environment and translate these into a coherent, evidence-based strategic approach. Capability to build audience insights, develop a unifying narrative direction, propose measurable outcomes and shape a 12-month view into quarterly and monthly plans.
- **Creative Studio (Creative Direction, Graphic Design, Animation and Motion)**
to develop campaign concepts, master key visuals, adaptations for different channels and basic motion elements that extend the Services SETA corporate identity into a cohesive campaign system.
- **Public Relations, Editorial and Media Liaison**
Experience in developing media strategies, preparing media materials, engaging media proactively, managing issues communication, facilitating interviews or briefings and tracking message uptake across channels.
- **Social Media and Community Management**
Competence in developing content calendars, managing communities, drafting responses, handling escalations and conducting social listening to inform planning and reporting.
- **Media Planning and Buying**
Capability to plan and buy across print, radio, TV, outdoor, digital and social media platforms. Ability to optimise placements, secure value-added benefits, track delivery and certify post-campaign logs.
- **Photography and Videography**
Experience in planning and executing photo and video content shoots, obtaining correct consent, capturing high-quality material, editing, grading and preparing content for various platforms.
- **Measurement, Data and Digital Analytics**
Ability to design tracking approaches, build dashboards, interpret data and apply testing and optimisation methods to support continuous improvement of communication performance.
- **Production, Printing and Promotional Items**
Capability to prepare artwork for print, conduct pre-flight checks, manage colour control, select appropriate substrates and finishes and oversee the quality control of promotional items.

Corporate Identity Compliance

All work must comply with the Services SETA Corporate Identity Manual. Agencies must demonstrate the ability to extend the identity into a full campaign-ready system, including a master key visual, channel adaptations and a motion approach.

9. SCOPE OF WORK/ DELIVERABLES

OPEN STRATEGY & CONCEPT BRIEF: SUPPLIERS TO ORIGINATE STRATEGY AND CONCEPTS

Intent

The appointed agency is required to originate a complete integrated strategy and creative platform for Services SETA. The proposed concept must demonstrate the agency's ability to integrate all required specialties from strategic development through to execution.

Required outcome

Your proposal must prove that you can build clarity about how to access Services SETA, strengthen trust through credible proof and drive participation by priority audiences. It must show one narrative expressed consistently across channels with measurable outcomes.

9.1 Strategy

The agency must provide one coherent 12-month strategy that demonstrates its ability to think, plan and integrate across all marketing and communications disciplines. The strategy must include:

- Audience insight
- Positioning and narrative direction
- A message house or structured messaging system
- Measurable objectives linked to clarity, trust and participation
a KPI ladder
- Quarterly themes
- An outline of monthly execution

This strategy is submitted solely for evaluation and will be used to assess capability, methodology and integration logic. It does not replace the Services SETA Marketing and Communications Strategy.

9.2 Creative Platform and Concepts

Bidders must present a master creative platform that demonstrates:

- A unifying master key visual
- Voice and tone direction
- Channel-fit adaptations for print, digital, social media and video
- At least three creative adaptations proving flexibility across formats
- Basic motion direction if motion is core to the platform

All creative work must extend the Services SETA Corporate Identity System.

9.3 Integrated Execution Approach

Bidders must demonstrate a single, joined-up approach to delivering integrated marketing and communications services across the following areas:

- Strategy interpretation and planning
- Creative development and design
- Public relations, editorial development and media liaison
- Social media and community management
- Media planning and buying
- Photography and videography
- Production, printing and promotional items
- Measurement, reporting and optimisation

The integrated execution approach must demonstrate how all disciplines work together in one coordinated system rather than operating in silos.

9.4 Measurement and Optimisation

Agencies must demonstrate an approach that shows how performance information will be gathered, analysed and used to improve activity. This includes the use of digital data, media monitoring insights and stakeholder feedback to inform monthly adjustments and strengthen overall delivery.

9.5 People and Proof

Bidders must provide:

- Names of all in-house leads who will service the account
- Proof of experience delivering comparable work within the past 36 months
- Clarity on which functions are in-house and which (if any) will be outsourced
- Evidence of organisational stability and internal quality controls

Leadership roles such as Account Lead, Strategic Interpretation Lead, Creative Director, Public Relations and Media Lead, Measurement Lead and Traffic/Operations must remain in-house.

Clarification: Campaigns Proposed During Bidding

Campaigns, strategies or tactics proposed in response to this bid may be refined for possible implementation during the contract period.

Implementation is not guaranteed and will depend on:

- Services SETA approval
- Organisational priorities
- Budget availability
- Alignment with the Marketing and Communications Strategy

After appointment, Services SETA will convene an onboarding and strategy refinement session with all appointed agencies to consolidate insights and develop a coordinated annual plan.

5. THE DURATION OF ASSIGNMENT

It is envisaged that the project will be for a period of three years.

6. PRECCA CLAUSES IN TERMS OF SECTION 28

COMPLIANCE WITH THE PROVISIONS OF PREVENTION AND COMBATTING OF CORRUPT ACTIVITIES ACT, 12 OF 2004 (PRECCA)

- 1.1 The Bidder acknowledges and declares that is aware of the Provisions of the aforementioned Act.
- 1.2 The Bidder declares that its name and/or that of any of its partners, managers, directors or any other person who wholly or partly exercises or may exercise control over the Bidder has never been endorsed as contemplated in Section 28 of PRECCA.
- 1.3 Should at any time after the conclusion of the Agreement, the Services SETA be made aware of the endorsement of either the Bidder's name and/or that of any of its partners, managers, directors or any other person who wholly or partly exercises or may exercise control over the Bidder, the Services SETA shall be legally entitled to forthwith cancel the agreement and claim any damages the Services SETA may have incurred as a result of contracting of contract with an entity whose name is endorsed in terms of Section 28 of PRECCA.

6. KINDLY FORWARD THE FOLLOWING BID DOCUMENTS, WHERE A CERTIFIED COPY OF A DOCUMENT IS REQUIRED, IT MUST BE CERTIFIED WITHIN THE LAST THREE (3) MONTHS

QUALIFICATION REQUIREMENT

| QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY) | | |
|--|--|--------------------------------|
| | Has the applicable document been attached? | |
| 1. The potential bidder must be registered with National Treasury Central Supplier Database (CSD). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Bid document must be signed and duly completed, together with all declaration of interest/ standard bidding documents (SBD's 1, 3.3, 4, 6.1 and 7.2). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Provide and attach a copy of Company Registration Certificate. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| The bidder must comply with the aforementioned qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification. | | |
| OTHER IMPORTANT BID REQUIREMENT | | |
| | Has the applicable document been attached? | |
| 1. The tenderer must submit proof of its B-BBEE status level of contributor PLEASE NOTE: The tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores Zero(0) points out of 20 for specific goals. To claim specific goals on locality bidder must provide a proof from local municipality. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The potential bidder must be Tax Compliant on National Treasury Central Supplier Database (CSD) prior to award | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Supplier status must be active, when verifying with Central Supplier Database (CSD). Provide MAAA number | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Tax Status, the potential bidder must indicate pin number..... | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

7. EVALUATION CRITERIA

The value of this bid is estimated at **above R1 000 000 and below R50 000 000** (all applicable taxes included). The **80/20 preference point system** will apply.

Criterion 1- Qualification Requirement

Bidders will first be evaluated against the minimum mandatory requirements. Failure to meet all gatekeeper requirements or to submit all required documents will result in disqualification.

Criterion 2-Functionality Evaluation

Functionality will be evaluated out of **100 points**, across three parts:

- **Part A: Strategy and Execution Architecture** – 50 points
- **Part B: Agency Experience** – 20 points
- **Part C: Team Capability** – 30 points

Progression Rule

- **Only bidders who score 40 points or more (out of 50) in Part A will progress to Part B.**
- Bidders scoring below **40/50** in Part A will be **disqualified** from further evaluation.

Minimum Overall Threshold

- Bidders must achieve an overall **70 points or more out of 100** to qualify for panel appointment.

Breakdown on the sub-sections

- **Part A: Strategy and Execution Architecture** – 40 points
- **Part B: Agency Experience** – 10 points
- **Part C: Team Capability** – 20 points

Panel Appointment

- Only the **top six (6)** qualifying bidders will be appointed to the panel.

Criterion 3-Price Preference Evaluation

Price and Preference points used: **80/20** preferential procurement principle

NB: Criterion 3 will be conducted on the implementation of the project.

Costing for services required by Services SETA will be required during the RFQ process where bidders will be competing for the services as per the scope of work.

Services SETA reserves the right to negotiate prices with a recommended service provider identified during the RFQ process without offering the same opportunity to any other bidder (s) who has not been recommended.

FUNCTIONALITY SCORE SHEET

NAME OF POTENTIAL BIDDER.....

BID REFERENCE NUMBER PROC T669

CRITERION 2- FUNCTIONALITY PART A

| A | B | C | D | E | F | G | H |
|------------------------------|---|--|--|-----------------|--------------------------|--------------------------|-------|
| FUNCTIONALITY | REQUIREMENT | SCORE QUALIFICATION | MEASUREMENT (what must be provided/ demonstrated as minimum) | | | | |
| | | | Indicate what pages/ section in proposal? | Weighted Points | Yes | No | Score |
| Strategy Architecture | The bidder must present one coherent 12-month strategy that links audience insight, positioning, narrative, measurable outcomes and an integrated channel approach. | Scoring Qualification 16–20 Exceptional: The strategy provides specific audience insight with credible evidence. The objectives are outcome-based and time-bound. The positioning is clear and relevant to the sector. The narrative consists of defined pillars and proof points that work across all channels. The bidder prioritises audiences and addresses their barriers and motivators. The bidder defines channel roles clearly and shows how channels work together. The phasing outlines | Strategy section with all elements above. What page (s) or section of your proposal information may be found? State page (s) number0 or State section/ | 20 pts | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | | | | | | |
|--|--|--|---|--|--|--|--|
| | | <p>annual, quarterly and monthly flow with resource implications. The measurement model links outcomes to causal KPIs with baselines and targets. The test-and-learn plan includes hypotheses, sample logic and decision rules. The strategy shows clear traceability to all execution specialties.</p> <p>11–15 Strong: The strategy contains sound logic but lacks depth in some areas (e.g. audience levers, risk detail, or testing criteria). The integrated flow is mostly coherent with minor gaps.</p> <p>06–10 Basic: The strategy is generic, audience definitions are broad and the plan reads like a list of channels or activities. The narrative is loose and measurement is weak.</p> <p>0–05 Inadequate: The bidder does not provide a usable strategy or only provides disconnected tactics.</p> <p>0-Non submission</p> | <p>tab.....on your proposal.</p> | | | | |
|--|--|--|---|--|--|--|--|

| | | | | | | | |
|--|---|---|---|---------------|-------------------------------------|-------------------------------------|--|
| | | | | | | | |
| Quarterly and Monthly Planning System | The bidder must convert the annual strategy into a clear quarterly framework and one worked monthly plan. | <p>08–10 Exceptional</p> <p>The bidder links quarterly themes directly to the strategy. The bidder defines goals, risks and KPI focus for each quarter. The monthly plan includes one integrated calendar with owners, due dates, durations and inter-dependencies across specialties. The plan includes critical path, contingencies, resource loading and budget envelopes with reallocation rules.</p> <p>05–07 Strong:</p> <p>The quarterly themes are clear and workable. The monthly plan covers most specialties with owners and dates but is light on resourcing, dependencies or risk detail.</p> <p>03–04 Basic:</p> <p>The plan resembles a content calendar. Dependencies, risks and critical path are missing.</p> <p>00–02 Inadequate:</p> <p>No usable quarterly structure or monthly plan.</p> <p>0- Non submission</p> | <p>Quarterly framework + one worked monthly plan.</p> <p>What page (s) or section of your proposal information may be found? State page (s) number.....0 r State section/ tab.....on your proposal.</p> | 10 pts | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | |

| | | | | | | | |
|------------------------------------|--|--|---|---------------|--|--|--|
| | | | | | | | |
| Integration Operating Model | The bidder must demonstrate one end-to-end workflow that integrates strategy interpretation, creative, public relations, social media, media buying, photography/videography, production/printing/promotional items and measurement. | Scoring Qualification 08–10 Exceptional: The operating model includes a clear workflow from briefing → production → approval → publication → measurement → optimisation. The RACI defines roles and escalation paths. The plan embeds approval gates (legal, compliance, corporate identity, pre-flight checks). The capacity plan is detailed. The risk register shows triggers and actions. The bidder demonstrates live tools (work-in-progress board, asset library, review tool, dashboard). 06–07 Strong: The workflow is coherent but missing some gates or escalation details. Tools are real but not fully aligned. 03–05 Basic: The workflow reads like a checklist. Roles blur and tools appear generic. 00–02 Inadequate: No usable workflow. | One workflow diagram, one RACI, example tools, one small integrated sample pack (master key visual, social adaptation, press release outline, radio script outline, simple media logic). What page (s) or section of your proposal information may be found? State page (s) numberor State section/ tab | 10 pts | | | |

| | | | | | | | |
|---|--|--|---|---------------|-----------|--|--|
| Measurement & Optimisation (10) | <p>The bidder must present a measurement system that converts activity into outcomes, supports decision-making and informs monthly optimisation.</p> | <p>08–10 Exceptional: The measurement model maps outcomes such as clarity, trust and participation to a small set of causal KPIs with baselines and targets. The tagging framework is complete. The dashboard provides decision-ready views (e.g. cost per outcome, channel contribution). The bidder includes a clear insight-to-action process and experimentation logic with hypotheses, sample size and decision rules.</p> <p>06–07 Strong: The model is clear but some components lack depth (e.g. experimentation, guardrails, commentary).</p> <p>03–05 Basic: The model focuses on vanity metrics or incomplete tagging.</p> <p>00–02 Inadequate: No workable measurement system.</p> | <p>Dashboard sample (anonymised), UTM/pixel/tagging approach, monthly insight→action template, example target setting, test-and-learn plan (A/B or multivariate)</p> <p>Dashboard sample, tagging plan, KPI model, insight-to-action template, testing approach.</p> <p>What page (s) or section of your proposal information may be found? State page (s) number.....0 r State section/ tab</p> | 10 pts | | | |
| <p>The Evaluation Committee will use its discretion to assess the quality of all proposals received in relation to the functionality criteria. The Committee may verify information with relevant sources or clients. Suppliers who receive a score of 0 in any functionality category will be disqualified.</p> <p>The minimum functionality threshold is 40 points. Bidders who score below 40 points will not proceed to Part B (Agency Experience) and Part C (Team Capability). Only bidders who achieve 40 points or more will be evaluated further.</p> | | | | | | | |
| Total weighted Points | | | | | 50 | | |

The minimum functionality threshold is 40 points. Bidders who score less than 40 points on functionality will therefore be disqualified; those who score 40 points or more will be further evaluated on Functionality B and C.

| | | |
|---|-----------------|----------------------------|
| Price and Preference points used: 80/20 preferential procurement principle | 80 (Price) | R.....,..... |
| | 20 (BEE Status) | Level..... and points..... |

| | | | |
|--------------------|--|-------|----------------|
| Name of Evaluator: | | | |
| Signature: | | Date: |/...../20 |

FUNCTIONALITY SCORE SHEET

NAME OF POTENTIAL BIDDER.....

BID REFERENCE NUMBER PROC T669

CRITERION 2- FUNCTIONALITY PART B – AGENCY PROFILE

| A | B | C | D | E | F | G | H |
|---|--|--|--|-----------------|--------------------------|--------------------------|-------|
| FUNCTIONALITY | REQUIREMENT | SCORE QUALIFICATION | MEASUREMENT (what must be provided/ demonstrated as minimum) | | | | |
| | | | Indicate what pages/ section in proposal? | Weighted Points | Yes | No | Score |
| Agency Experience – Pos/Appointment Letter or Contract not older than five years | The bidder must demonstrate proven delivery across all required marketing and communications specialities. Minimum of 3 appointment letters/POs per speciality. Creative Studio (Creative direction, | 18–20 points (Strong/Exceptional): The bidder submits a minimum of three (3) valid and verifiable purchase orders/letters of appointment/contracts for each required speciality (not older than five years). 17–10 points (Moderate): The bidder submits at least one (1) but fewer than three (3) valid documents per speciality, or some evidence is missing for certain specialities or some evidence is older than five years. | What we measure PO, appointment letter or contract for each speciality What page (s) or section of your proposal information may be found? State page (s) numberor State section/ | 20 pts | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | | | | | | |
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| | <p>graphic design, animation/motion)</p> <p>PR, Editorial and Media Liaison</p> <p>Social Media and Community Management</p> <p>Media Planning and Buying</p> <p>Photography and Videography</p> <p>Measurement, Data and MarTech</p> <p>Production, Printing and Promotional Items</p> | <p>0–10 points (Weak):</p> <p>The bidder submits no valid evidence, insufficient evidence, or evidence that does not relate to the required specialties.</p> | <p>tab.....on your proposal.</p> | | | | |
| <p>The Evaluation Committee will assess the quality of all bid proposals against the functionality criteria and may verify any information submitted with relevant clients or sources. The Committee reserves the right to adjust scores based on verified evidence.</p> <p>Services SETA may also verify financial readiness where applicable. Bidders who score zero in any functionality category will be disqualified.</p> | | | | | | | |

| | | | | | | | |
|---|--|--|-------|------------------|----------------------------|--|--|
| Total weighted Points | | | | 20 | | | |
| The minimum functionality threshold is 10 points . <u>Bidders who score less than 10 points on overall functionality will therefore be disqualified;</u> | | | | | | | |
| Price and Preference points used: 80/20 preferential procurement principle | | | | 80 (Price) | R.....,..... | | |
| | | | | 20 (BEE Status) | Level..... and points..... | | |
| Name of Evaluator: | | | | | | | |
| Signature: | | | Date: |/...../2026 | | | |

FUNCTIONALITY SCORE SHEET

NAME OF POTENTIAL BIDDER.....

BID REFERENCE NUMBER PROC T669

CRITERION 2- FUNCTIONALITY PART C – TEAM CAPABILITY

| A | B | C | D | E | F | G | H |
|-----------------|---|--|--|-----------------|-------------------------------------|-------------------------------------|-------|
| FUNCTIONALITY | REQUIREMENT | SCORE QUALIFICATION | MEASUREMENT (what must be provided/ demonstrated as minimum) | | | | |
| | | | Indicate what pages/ section in proposal? | Weighted Points | Yes | No | Score |
| Team Capability | Account Lead - 10+ years integrated marketing Strategy Director – 8+ years in strategy | 26–30 points (Exceptional) The bidder submits complete profiles for <i>all</i> required specialties. Each profile meets or exceeds the required qualifications and years of experience. Clear evidence of seniority, scale of work and relevance to marketing and communications. | What we measure CV and relevant qualifications What page (s) or section of your proposal information may be found? | 30 pts | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | |

| | | | | | | | |
|--|--|---|---|--|--|--|--|
| | <p>Creative Director- 8+ years multi-channel creative</p> <p>Senior Copywriter or Editor – 6 years experience</p> <p>PR Lead – 8+ years in PR and media relations</p> <p>Digital/Social Lead – 6+ years in social media/digital media</p> | <p>15–25 points (Moderate)</p> <p>The bidder submits most profiles, but some roles are missing OR several profiles do not meet the minimum qualifications or years of experience. Experience is uneven across the team.</p> <p>0-14 points (weak)</p> <p>The bidder submits few or no profiles, OR submitted profiles have limited, outdated experience. Team capability cannot be verified.</p> | <p>State page (s) number..... or State section/ tab..... on your proposal.</p> | | | | |
|--|--|---|---|--|--|--|--|

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|--|---|--|--|--|--|--|--|
| | <p>Production Manager/Lead - +7 years in print and promo</p> <p>Events Lead - +6 years in event management</p> <p>Data/Analytics Lead - +5 years experience in measurement and data analytics</p> <p>Traffic/Operations – 5 +experience in operations</p> | | | | | | |
|--|---|--|--|--|--|--|--|

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|--|------------------------|--|--|--|--|--|--|
| | and traffic management | | | | | | |
|--|------------------------|--|--|--|--|--|--|

\Note that Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/ your client and use their own discretion to score your proposal accordingly. Services SETA reserves the right to verify financial readiness with the issuing institution. Failure to demonstrate current and verifiable access to working capital or credit of R3 million or more will result in disqualification from Category A. Suppliers who get a 0 in any of the categories will be disqualified.

| | | | | |
|------------------------------|-----------|--|--|--|
| Total weighted Points | 30 | | | |
|------------------------------|-----------|--|--|--|

The minimum functionality threshold is **20 points**. Bidders who score less than 20 points on overall functionality will therefore be disqualified.

| | | |
|---|-----------------|----------------------------|
| Price and Preference points used: 80/20 preferential procurement principle | 80 (Price) | R.....,..... |
| | 20 (BEE Status) | Level..... and points..... |

| | | | |
|--------------------|--|-------|----------------|
| Name of Evaluator: | | | |
| Signature: | | Date: |/...../20 |

TEAM & EXPERIENCE REQUIREMENTS

Required Roles, Qualifications and Allowances

Table: Required Team Roles, Qualifications and Experience

| Speciality / Required Role | What must be submitted | Minimum qualifications for full points | Minimum experience for full points |
|--|------------------------|--|---|
| 1. Account Lead | CV + qualification | Relevant bachelor's degree in marketing, communications, media, or business | 10+ years leading integrated marketing programmes |
| 2. Strategy Lead / Strategy Director | CV + qualification | Bachelor's degree; postgraduate advantageous | 8+ years in strategy development and market insight |
| 3. Creative Director | CV + qualification | Degree/diploma in design, advertising, communication or visual arts | 5+ years directing multi-channel creative concepts |
| 4. Senior Copywriter / Editor | CV + qualification | Degree/diploma in communications, journalism or languages | 5+ years in content development and editing |
| 5. Public Relations Lead | CV + qualification | Degree/diploma in PR, communications or media studies | 5+ years media liaison, editorial strategy, reputational communication |
| 6. Digital / Social Media Lead | CV + qualification | Qualification in digital marketing, communications or related field | 3+ years managing social content, analytics and community management |
| 7. Production / DTP / Print Lead | CV + qualification | Relevant print, production or DTP qualification | 4+ years in print production, promotional items, artwork finalisation |
| 8. Photography & Videography Lead | CV + qualification | Qualification in photography, videography or film production | 3+ years in professional photo/video production |
| 9. Data & Analytics Lead | CV + qualification | Qualification in analytics, statistics, marketing analytics or related field | 2+ years in dashboard creation, tagging, measurement and optimisation |
| 10. Traffic / Operations Manager | CV | No formal qualification required (advantageous if present) | |

10. GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

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
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15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
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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 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 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

- 7.1.1 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.
- 7.1.2 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.
- 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. 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 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 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 (NIP) Programme

- 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.

11. SERVICES SETA SUPPLIER DECLARATION FORM

The Supply Chain Management Manager

SSETA Vendor Management has received a request to load your company on to the SSETA vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. Proof of company registered with National Treasury Central Supplier Database (CSD)
9. Tax compliant on National Treasury Central Supplier Database (CSD) prior to award (Refer above 8)
10. **Proof of B-BBEE status level of contributor"** means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;

NB: ▪ **Failure to submit the above documentation will delay the vendor creation process.**

▪ *Where applicable, the respective Services SETA business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the SSETA.*

IMPORTANT NOTES:

a) **If your annual turnover is less than R10million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If the company is classified as an EME, the company is only required to obtain a sworn affidavit on an annual basis, confirming the following: (a) Annual Total Revenue of R10million or less and (b) Level of Black Ownership.

b) **If your annual turnover is between R10million and R50million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE must comply with all of the elements of B-BBEE for the purposes of measurement.

Enhanced B-BBEE recognition level for QSE:

- A QSE which is 100% Black Owned qualifies for a Level One B-BBEE recognition.
- A QSE which is at least 51% Black Owned qualifies for a Level Two B-BBEE recognition level
- In the above cases the QSEs mentioned above are only required to obtain an sworn affidavit on an annual basis confirming the following:
 - a) Annual Total Revenue of R50million or less;
 - b) Level of Ownership

c) **If your annual turnover is in excess of R50million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all 5 elements of the BBEE Generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the SSETA person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the SSETA Official who is intending to procure your company's services/products in order that he/she should complete and Internal SSETA Departmental Questionnaire before referring the matter to the appropriate SSETA Vendor Office.**

Regards,

SUPPLIER DECLARATION FORM

| | | | | | | | |
|---|----|-------|---------|---------------------|-------------|-----------------|--|
| Company Trading Name | | | | | | | |
| Company Registered Name | | | | | | | |
| Company Registration Number Or ID Number If A Sole Proprietor | | | | | | | |
| Form of entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor | |
| VAT number (if registered) | | | | | | | |
| Company Telephone Number | | | | | | | |
| Company Fax Number | | | | | | | |
| Company E-Mail Address | | | | | | | |
| Company Website Address | | | | | | | |
| Bank Name | | | | Bank Account Number | | | |
| Postal Address | | | | | | | |
| | | | | | | Code | |
| Physical Address | | | | | | | |
| | | | | | | Code | |
| Contact Person | | | | | | | |
| Designation | | | | | | | |
| Telephone | | | | | | | |
| Email | | | | | | | |