



THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

APPOINTMENT OF A PANEL OF AGENCIES (DIGITAL MEDIA SERVICES) TO PROVIDE DIGITAL MEDIA SERVICES FOR THE PRESIDENCY FOR THE PERIOD OF THREE (3) YEARS

BID NUMBER: PO 2024/25:015
CLOSING DATE: 13 November 2024
TIME: 11:00 AM
VALIDITY PERIOD: 150 days

COMPULSORY BRIEFING SESSION:

DATE: 04 November 2024
TIME: 10:00 AM
VENUE: Microsoft Teams
(Click on the link below to access the session)
[Join the meeting now](#)
Meeting ID: 360 476 919 991
Passcode: 5APxFX

Kindly take note of the following attached documentations:

Section 1: Standard Bidding Documents

Section 2: Special Conditions (Terms of Reference)

Section 3: General Conditions

Standard Bidding Documents (SBD) forms MUST be completed in full, in black ink (whether hand written or typed). Any changes on the SBD form must be countersigned by the bidder. The use of Tippex or any similar material is not permitted.

Bidders must submit the original bid document and completed SBD forms. In addition, bidders must submit two additional copies of the bid document, (that is, one hard copy (photocopy) and one soft copy in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. All three bid documents must be submitted in a sealed envelope.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PO 2024/25:015	CLOSING DATE:	13 November 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF AGENCIES (DIGITAL MEDIA SERVICES) TO PROVIDE DIGITAL MEDIA SERVICES FOR THE PRESIDENCY FOR THE PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Completed bid documents must be deposited in the official bid/tender box of The Presidency located at the public entrance of the					
Union Buildings on Government Avenue, Arcadia ,Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM: Acquisition Office		CONTACT PERSON	Ms Athi Geleba	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@presidency.gov.za		E-MAIL ADDRESS	Athi@presidency.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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.

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 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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

TERMS OF REFERENCE



APPOINTMENT OF A PANEL OF AGENCIES (DIGITAL MEDIA SERVICES) TO PROVIDE DIGITAL MEDIA SERVICES FOR THE PRESIDENCY FOR THE PERIOD OF THREE (3) YEARS

1. PURPOSE OF THE TERMS OF REFERENCE

Appointment of a panel of agencies to provide digital media services for The Presidency for a period of three (3) years.

2. BACKGROUND

- 2.1 The Presidency is mandated to communicate key government programmes and public engagements of the President to various stakeholders. Government is required to be up to date with technological innovations and be aware of how technology can be used to benefit the public. Communication campaigns must consider the most appropriate communication channels/methods for a particular audience whether this be print, broadcast, radio or digital. Digital Media is used more widely to inform and engage with the public on government programmes and policies. The Presidency already has a presence on a number of digital platforms which will be constantly enhanced by the technical services of an agency. These platforms include websites, emailers, mobile apps and social media platforms such as YouTube, Facebook and X. The digital services required will track the communications and constantly make changes based on response of public and the needs of The Presidency.
- 2.2 The Presidency must maintain a vibrant real-time digital media presence that is informative and responsive and. The Presidency wishes to use technological innovation to enhance the work of the Communications team and to ensure skills transfer to the internal team. The Digital services will be provided in the form of audio -visual material, websites, epublications, and social media.
- 2.3 The Presidency has identified services that can be strategically sourced and one of such services is digital media, which is a great vehicle for disseminating important news and messages.

The Presidency seeks to ensure a well-coordinated communications approach with the public by optimally using digital media platforms in an effort to better communicate the message of government and respond to issues within the communications environment.

3. SCOPE OF WORK

3.1 All Bidders will be expected to deliver one or more of the services listed below. Bidders must indicate which services they are bidding for on the checklist provided, see **Annexure B**.

<p>a) CONTENT CREATION</p> <ul style="list-style-type: none"> • Creative concept generation • Online creative • Graphic design • Copywriting • Multimedia production • Development of digital assets • Brand and Corporate Identity integration
<p>b) CAMPAIGNS MANAGEMENT</p> <ul style="list-style-type: none"> • Campaign concepts • Campaign management • Content Promotion • Paid Digital Media Advertising • Influencer Marketing
<p>c) COMMUNITY MANAGEMENT</p> <ul style="list-style-type: none"> • Digital Media Audits • Digital Media Analytics • Monitoring & Analysis • Audience Analysis • Reporting • Training • Trends & Research

3.2 Projects will include but not limited to:

- Management of Websites and Dashboards
- Newsletter Management
- Social Media Management
- Multimedia Production
- Digital Media Advertising
- Artificial intelligence

NB: Details of the projects will be included in the Request For Quotations (RFQ).

4. REQUIREMENTS FOR THE PROJECT

- 4.1 The Project Management Team must have qualifications in any of the following fields: Media studies, Marketing, Public relations, Communications or Digital marketing. A certified copy of the qualifications must be attached as proof. The certified documents period must not exceed 6 months. Functionality points will be forfeited should the proof not be attached.
- 4.2 The bidder must indicate what experience and capacity they have, to deliver the services required by The Presidency. The bidder(s) must provide the project team structure as well as the resources that will be deployed to The Presidency, including the number, the name, the position and the functions of each team members. The bidder is required to provide proof that they have conducted/performed similar projects, accompanied by correspondence from any number of references that such project was executed as well as their contactable references. Failure to submit correspondence from references will lead to scoring minimum points allocated in this category.
- 4.3 The Bidder must demonstrate that they have accessed The Presidency digital media platforms and are able to provide a high level audit of strengths and weaknesses. These platforms include websites, emailers, mobile apps and social media platforms such as YouTube, Facebook and X.
- 4.4 The bidder is required to develop and implement a digital media **project plan** for The Presidency and indicate the approach used to develop and implement the project plan.

Table 1: Table: Project Team Structure, Qualifications and Experience required

Role	Qualifications	Experience
4.4.1 Project Team Structure, Qualifications and experience of Project team manager and team members	<p>Project team manager A minimum Postgraduate (NQF level 8) qualification in any of the following fields:</p> <ul style="list-style-type: none"> • Media studies • Marketing • Public relations • Communications • Digital marketing studies 	Minimum of five (5) years' experience in the provision of digital media services. CV must be attached.
	<p>Team members A minimum of NQF level 6 qualification in any of the following fields:</p> <ul style="list-style-type: none"> • Media studies • Marketing • Public relations • Communications • Digital Communications 	Minimum three (3) years' experience in the provision of digital media services. CV's must be attached.
	<p>(Project Team Structure) The bidder must provide the resources that will be deployed to The Presidency, including the number, the</p>	

	name, the position and the functions of each team member.	
4.4.2 Bidder experience and references		<p>The bidder must demonstrate experience in the provision of digital media services with examples of digital work/ projects completed presented in print format.</p> <p>Details of the outputs, achievements, the audience reached, the impact of the campaigns must be included in the examples of work provided</p>

5. SPECIAL CONDITIONS OF PROJECT/CONTRACT

- 5.1 Bidders must ensure that the human resources deployed to this project have the necessary knowledge, skills, experience and capacity to successfully undertake the abovementioned deliverables.
- 5.2 The Presidency reserves the right not to continue with the establishment of the panel.
- 5.3 The Presidency is an equal opportunity, affirmative action Department. It requires the same commitment from those who wish to provide services to the Departmental procurement process.
- 5.4 The successful bidder will be required to sign a standard contract with The Presidency that will outline the terms and conditions of the contract.
- 5.4 The Presidency reserves the right either to award the bid in full or in part or not to award the bid.
- 5.5 The bidder will commence with the services upon signing of the service level agreement by all parties involved.
- 5.6 In the event of changes in the project team, the service provider must provide the detailed CVs, proof of qualification for the new project team members. The new project team members will be subjected to the security clearance process prior to confirmation of involvement in the project.
- 5.7 The Presidency undertakes to pay out in full within thirty days (30) after, all valid claims for services rendered to its satisfaction upon presentation of a substantiated claim/invoice, according to the payment schedule agreed upon in the contract.
- 5.8 Bidder(s) will be required to provide clarity on concept document / methodology to approach the project and a detailed project plan

6. SECURITY REQUIREMENTS

- 6.1 The successful bidder(s) including theirs staff assigned to the project will be subjected to security

clearance by the Presidency. In the event that security clearance outcome is negative, the successful bidder(s) will be disqualified.

7. DURATION OF CONTRACT

7.1 The duration of the contract is three (3) years.

8. MONITORING AND EVALUATION OF THE PROJECT

8.1 The Presidency will conclude the Service Level Agreement with the panel of agencies, which shall spell out the conditions of this bid as well as obligations of each party to the agreement.

8.2 All work is to be carried out in accordance with the time schedule as agreed with the agency, in this case the delivery date as per the Purchase Order, the quality as well as prompt response to enquiries that will be made.

8.3 All work is to be carried out in accordance with the time schedule as agreed with the Project Manager and within the agreed deliverable and terms and conditions of the signed Service Level Agreement.

8.4 Monitoring and evaluation of performance and adherence to the project requirement will be done by the Project Manager/ owner.

9. INTELLECTUAL PROPERTY

9.1 All products print or electronic and the content thereof, commissioned by The Presidency and produced by the agencies shall be deemed to be the intellectual property of The Presidency.

9.2 All products and the content thereof shall remain the property of The Presidency regardless of whether the agency responsible for the creation of such content is no longer on the panel of agencies. Creators of the content (photographs, articles, video, graphic designs and radio programmes) may not use the content for their portfolios without authorization from The Presidency.

9.3 Service Providers will be expected to conclude a Service Level Agreement with The Presidency to address intellectual property rights amongst other provisions.

10. LEGISLATION APPLICABLE TO THE BID

Bids will be subject to the Supply Chain Management (SCM) conditions as follows:

10.1 The Preferential Procurement Policy Framework Act, Act No. 05 of 2000

10.2 Preferential Procurement Regulations, 2022.

10.3 The Public Finance Management Act, Act 1 of 1999.

10.4 The Presidency Supply Chain Management Policy.

11. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

- a. Completed bid documents must be deposited in the bid/tender box, as indicated in par 19 below. Telegraphic, telefax, emails or late tenders/bids will not be accepted and will be disqualified.
- b. Bidders must indicate the services that they are bidding for, failure will result in the disqualification of the bidder(s).
- c. Bidders shall ONLY use a black Ink for completion of Standard Bidding Documents (SBD) forms. Failure to do so may result in the submitted bid/proposal being disqualified.
- d. All corrections made in the bid document must be initialled or signed off by the bidder to obviate unnecessary delays resulting from the need to require the bidder to give written confirmation before finalisation of evaluation.
- e. Bidders shall submit:
 - i. Original bid documents (mandatory),
 - ii. a hard copy of the original documents, and,
 - iii. one soft copy (digital / electronic) in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. The onus is on the bidder to ensure that the electronic PDF copies of the documents are indeed saved on the electronic device submitted.
- f. Failure to ensure all three sets of documents as per i – iii above may result in the bid/proposal being disqualified/invalidated.

All proposals received will be evaluated on functionality. A two-phase approach will be followed during the evaluation process.

12. EVALUATION PROCESS

FIRST PHASE: MANDATORY AND ADMINISTRATIVE COMPLIANCE

During this phase, screening will be conducted to ensure compliance with the mandatory submission of documents as listed below. **Bidders who have not complied with the mandatory submission of ALL the documents shall be disqualified at this stage of the evaluation and will not be considered in the next phase.**

MANDATORY DOCUMENTATION

- a) Completed and signed Invitation to bid document (SBD 1)
- b) The Bidder should specify one or more services/ categories that will be provided as stipulated in ANNEXURE B of the Bid Document under Scope of Services.
- c) **The bidder must attend a compulsory briefing session.** A signed briefing session Certificate will be issued on the day of briefing session. The bidder must submit a signed briefing session Certificate together with the tender documents.

ADMINISTRATIVE COMPLIANCE

- a) Completed and signed Bidders' disclosure form (SBD 4)
- b) Completed and Signed Preference points claim form (SBD 6.1)
- c) Names and certified ID copies of employees to be assigned to this project. Assigned employees will be subjected to a security screening.
- d) Certified ID copies of owner(s) Owners will be subjected to a security screening.
- e) Copy of Bidder's company registration document with CIPC.
- f) SARS Tax pin of the Bidder.
- g) Copy of proof of registration with CSD.

Only bidders who have met the mandatory requirements will be considered for the next phase.

SECOND PHASE: FUNCTIONAL/TECHNICAL EVALUATION

Only proposals that have met the criteria for mandatory compliance will qualify for this phase. During Phase Two, the ability of the bidder to execute the project will be evaluated in one stage, according to criteria relevant to the bid.

STAGE 1: Desktop Evaluation

The following categories will be evaluated

- Experience and References
- Qualifications
- Project Team Structure
- Strategic Approach and Methodology

Each criterion will be allocated points with a total **100 points**. Only proposals that scored at least **60 points** or more out of 100 will be included in the Panel.

SECOND PHASE: –FUNCTIONAL EVALUATION

Only proposals that met the criteria set for mandatory compliance phase will qualify for this phase. During Phase 2, the proposal will be evaluated according to the evaluation criteria defined below:

EVALUATION CRITERIA	WEIGHT
Project team structure, qualifications and experience	30
Bidder experience	25
Strategic Approach & Methodology	30
Project Team Structure	15
TOTAL	100

EVALUATION CRITERIA

CRITERIA	SUB-CRITERIA	POINTS	WEIGHT
Project team structure, qualifications and experience	Qualifications of the project team manager (Attached certified copy qualification)	No Qualifications = 0 Points Bachelor's Degree in Media studies, Marketing, Public relations, Communications or Digital marketing studies. NQF 8 = 10 Points	10
	Qualifications of the team members (Attached certified copy qualification)	No Qualifications = 0 Points National Diploma in Media studies, Marketing, Public relations, Communications or Digital marketing studies. (NQF level 6) = 5 Points	5
	Project team manager experience Outlining experience in digital media. Attach CV outlining projects that project team manager has been part of with	No experience = 0 points Minimum of five (5) years' experience in Digital	10

	specific roles/responsibility in the project in relevant fields.	<p>Media Services and proven experience marketing studies</p> <p>Five (5) years' experience = 5 points</p> <p>Six (6) years' and more experience = 10 points</p>	
	Team members experience in digital media. Attach CV outlining projects that members have been part of with specific roles/responsibility in the project in relevant fields.	<p>Minimum three (3) years' experience in Digital Media Services and proven experience marketing studies</p> <p>No experience = 0 points</p> <p>Three (3) years' experience = 3 points</p> <p>Four (4) or more years' experience = 5 points</p>	5
Project Team Structure	<p>Project Team Structure</p> <p>Provide structure/organogram for staff that will be deployed to The Presidency to perform digital media services. Describe roles and responsibilities of assigned staff</p>	<p>No structure/organogram provided = 0 points</p> <p>Company structure/organogram without roles and responsibilities = 10 points</p> <p>Company structure/organogram with roles and responsibilities = 15 points</p>	15
Bidder experience	<p>The bidder must demonstrate experience in the provision of digital media services with examples of digital work / projects completed presented in print format.</p> <p>DIGITAL WORK MUST INCLUDE Details of the outputs, achievements, the audience reached, the impact of the campaigns must be included in the examples of work provided.</p> <p>The bidder must attach original - The Presidency returnable project reference form (Annexure A) signed, dated, stamped, with <u>contact person and contact number of digital media work done in the</u></p>	<p>0 digital work presented with or without reference related to project/s = 0 points</p> <p>1 - 5 digital work presented with references related to the projects = 10 points</p> <p>6 - 10 digital work presented with references related to the projects = 15points</p> <p>11 - 20 digital work presented with references related to the projects = 20 points</p> <p>Above 20 - digital work presented with references</p>	25

	<p><u>last ten years from date of Bid.</u></p> <p>NB! Bidder who submits reference only without digital work presented will not qualify for points</p> <p>Bidder who submits digital work presented only without reference will not qualify for points</p>	related to the projects = 25 points	
Strategic Approach & Methodology	The bidder is required to develop and implement a digital media project plan for The Presidency and indicate the approach used to develop and implement the project plan.	<p>No project plan developed = 0 Points</p> <p>Project plan shows understanding of The Presidency digital platforms = 10 Points</p> <p>Project plan shows understanding of communications environment and The Presidency digital platforms = 15 Points</p> <p>Project plan shows understanding of communications environment, The Presidency digital platforms and demonstrates how digital platforms will be optimized = 20 Points</p>	20
	<p>The Bidder must demonstrate that they have assessed The Presidency digital media platforms and are able to provide a high level audit of strengths and weaknesses.</p> <p>Bidder who submit high level audit of only strength or weakness will not qualify for points. An audit of all current digital platforms is developed. These platforms are State of the nation website, newsletter, mobile apps and social media, such as Facebook and X.</p>	<p>0 digital platforms strengths and weaknesses audited = 0 Points</p> <p>1 - 3 digital platforms strengths and weaknesses audited = 7 Points</p> <p>4 and more digital platforms strengths and weaknesses audited = 10 Points</p>	10
TOTAL			100

Bidders who scores at least 60 or more out of 100 points will qualify to be listed in the Panel of Agencies.

13. UTILISATION OF PANEL FOR PROJECTS

Post appointment of the panel, a quotation process will take place to allocate projects. The process will unfold as follows:

- Invitation to quote will be send to appointed panel of agencies to submit proposals which will be evaluated to determine the capacity of the agency per project as per selected project/s on annexure B
- Invitation to quote will be send to three (03) or more per project/s on annexure B
- The invitation to quote to panel of agencies will indicate the criteria to use on the evaluation for selection of preferred service provider.
- Agencies are expected to submit proposals only for areas of expertise.
- Evaluation will be done based on the proposals submitted and/or the presentation to The Presidency to determine capacity in line with the invitation. Only agency/ies whose proposal is on the acceptable level of quality will be considered for pricing and Specific goals.
- Panel of agencies will be expected to submit their price at a rate per hour.

14. CONFIDENTIALITY

14.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified in writing that he/she has been awarded the contract.

14.2 No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorized in writing to do so.

15. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

15.1 Failure to accept the Special Conditions and General Conditions of the Contract or part thereof may result in bid not being considered.

THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the company hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

Contact person of company:

16. DISCLAIMER

The Presidency, reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

17 BRIEFING SESSION

A compulsory briefing session will be conducted online via Microsoft Teams.

(Click on the link below to access the session)

[Join the meeting now](#)

Meeting ID: 360 476 919 991

Passcode: 5APxFX

18 TERMINATION OF CONTRACT

The Presidency will enter into a Service Level Agreement (SLA) with the successful service provider, but reserves the right to terminate the agreement if there are reasonable grounds for considering that there is non-compliance or under-performance.

19 SUBMISSION OF PROPOSALS

19.1 Completed bid documents should be sealed, clearly marked 'The Presidency' with the correct Bid Number and deposited in the bid/tender box that is accessible 24 hours at, Union Building, Government Avenue, Arcadia, Pretoria. **on or before 13 November 2024 at 11:00 am.**

19.2 Deviations from specifications will result in disqualification. So would be late submissions. Bidders must ensure that they have received all pages of this documentation. Bid documents must be submitted in an original format and not removed from this document.

20. Technical enquiries

Contact person: Ms. Athi Geleba

Email: Athi@presidency.gov.za

For bidding procedures

Email: tenders@presidency.gov.za

NB: All enquiries should be made at least 10 days before the closing date.

21. GENERAL

It is incumbent upon the tenderer to provide all relevant information to promote or advance its tender offer. The Presidency may request clarification or additional information regarding any aspect of the bids that were submitted. Companies must respond to requests by The Presidency for additional information within three working days after the request has been made. Failure to comply may invalidate the potential service provider. The Presidency may also request the bidder to provide this information at a presentation to the Bid Evaluation Committee. Should this be necessary, The Presidency will inform bidding companies in advance



“ANNEXURE A”

RETURNABLE PROJECT REFERENCE FORM

Project Description:	APPOINTMENT OF THE PANEL OF AGENCIES (DIGITAL MEDIA SERVICES) TO PROVIDE DIGITAL MEDIA SERVICES FOR THE PRESIDENCY FOR THE PERIOD OF THREE (3) YEARS
Bid No:	PO 2024/25:015

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I (Name, Surname & Designation
Preferably contract Manager)

From
(Company Name)

Declare that the company was the recipient (client) of the following digital media services
.....(Name of bidder)

Project Description:

Project Location:

Commencement Date (DD/MM/YYYY) :.....

Completion Date(DD/MM/YYYY):.....

Contract Value:

A. Please score the service performance of the Bidder on the above mentioned project, by inserting “Yes” in the relevant box below:

Category	Very poor	Poor	Fair	Good	Excellent
Bidder experience in digital media services					
Strategic Approach & Methodology in digital media services					
Clear outputs and achievements on digital media services					
Reporting on digital media services					
Overall service performance					

B. Would you consider/recommend working with this bidder in future.

Yes	No	Reason

C Would you recommend this bidder to offer the same services to The Presidency

Yes	No	Reason

.....
Signature (Company Head or Delegated Project Officer)

.....
Company dated stamp

Contact Numbers:.....



ANNEXURE B

All Bidders will be expected to deliver one or more of the services listed below. Bidders must indicate which services they are bidding for

Service to be rendered	Bidder to indicate YES or NO
<p>a) CONTENT CREATION</p> <ul style="list-style-type: none"> • Creative concept generation • Online creative • Graphic design • Copywriting • Multimedia production • Development of digital assets • Brand and Corporate Identity integration 	
<p>b) CAMPAIGNS MANAGEMENT</p> <ul style="list-style-type: none"> • Campaign concepts • Campaign management • Content Promotion • Paid Digital Media Advertising • Influencer Marketing 	
<p>c) COMMUNITY MANAGEMENT</p> <ul style="list-style-type: none"> • Digital Media Audits • Digital Media Analytics • Monitoring & Analysis • Audience Analysis • Reporting • Training • Trends & Research 	

NB: Bidders who fail to indicate the services they are bidding for will be disqualified.

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.

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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 organisation 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, SCC are also laid down to cover specific supplies, services or works.

2.3 Where such SCC 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.

14 Use of contract documents and information; inspection

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

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

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

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

6 Patent rights

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

7 Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation 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 fulfilment 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 authorised 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

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:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and

(d) the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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.