



Province of the
EASTERN CAPE
TRANSPORT

32 Cowan Close | Stellenbosch Park | Schornville | King William's Town | Eastern Cape | Private Bag X0023 |
Bhisho | 5605 | REPUBLIC OF SOUTH AFRICA | Tel: 043 604 7429 | Website: www.ectransport.gov.za

BID NO: SCMU10-21/22-0011

FOR

**PROVISION OF MARKETING COMMUNICATION AND PUBLIC
RELATIONS SERVICES FOR A PERIOD OF TWELVE (12) MONTHS**

BID DOCUMENT

ISSUED BY

**DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605**

**TEL: (043) 604 7400
FAX: (086) 648 6340**

NAME OF BIDDER: _____



**PROVISION OF MARKETING COMMUNICATION AND PUBLIC RELATIONS
SERVICES FOR A PERIOD OF TWELVE (12) MONTHS**

For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words)

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10-21/22-0011

Bids are hereby invited for the PROVISIONING OF MARKETING COMMUNICATION AND PUBLIC RELATIONS SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

Bids documents will be available as from the 11 June 2021 at 09h00 on the departmental website www.ectransport.gov.za or e-portal.

There will be no formal briefing sessions, bidders will submit questions of clarity within 14 days from date of advertisement of tender.

The completed Bid documents must be placed in a sealed envelope, clearly marked with the Bid number and the Nature of the Service required, and may be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William's town, 5601 not later than **11H00 on Friday the 02 of July 2021** when the bids will be opened in public.

Bidders must take particular note of the following:

- Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto and points for B-BBEE status.
- Bidders are required to submit an original and valid B-BBEE status level verification certificate or Sworn Affidavits in the case of an Exempted Micro Enterprises [EME] or certified copies thereof together with their bids to substantiate their B-BBEE rating claims.
- NB: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor, only points for price will be considered.
- Bidders must submit a Centralized Suppliers Database (CSD) Registration Report with the Bid as proof of being registered on the Database, and failure to do so will render the bid non-responsive, and will be disqualified
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS

No late, posted, telephonic, or faxed bids/proposals will be considered.

The lowest/any bid will not necessarily be accepted.

Enquiries should be directed to:

(Technical Enquiries)

Mrs K. Rantjie:

Cell: 082 728 7476

khuselwa.rantjie@ectransport.gov.za

(Admin Enquiries)

Mr P Nqikashe

Cell: 067 419 8001

philasande.nqikashe@ectransport.gov.za

SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;
Nature of work;
Value of work;
Year completed.
Reference letter and Award Letter from previous work completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked:

“Bid No: SCMU10-21/22-0011 PROVISION OF MARKETING COMMUNICATION AND PUBLIC RELATIONS SERVICES FOR A PERIOD OF TWELVE (12) MONTHS”

And the Bidder’s name and address, shall be deposited in the Bid Box situated at C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William’s town, 5601, not later than **11H00 on Friday the 02 of July 2021** Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. MINIMUM WAGES

Any bid that contains proposals for wages that are less than the minimum wage according to sector Determination shall be rejected. Firm price for a period of three years including employee increments.

10. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

11. SITE INSPECTION/BIDDERS MEETING

There will be no formal compulsory site inspection/bidders meeting that will be held.

12. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

13. TAXES AND LEVIES

Bidders shall include Value Added Tax (VAT) in their bid rates.

14. EVALUATION OF BIDS

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2017 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of the 20 points available for the B-BBEE status.

B-BBEE Status level of Contributor	Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –Compliant	0

15. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

16. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

17. PENALTIES

In the event that the Contractor fails to deliver items within 8 weeks, or provide valid, acceptable reasons for non-delivery as specified in Chapter 4 “Project Specifications, the Employer may deduct 5% of the invoice amount.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za.
- Bidders must familiarize themselves with these GCCs

SECTION 4: TERMS OF REFERENCE

PROVISION OF MARKETING COMMUNICATION AND PUBLIC RELATIONS SERVICES FOR A PERIOD OF TWELVE (12) MONTHS

1. Purpose

The purpose of this project is to ensure that the department implements a consistent and coherent communication programme to all stakeholders (internal and external) and to increase awareness of its vision, mission and strategic objectives targeting primarily audiences in the Eastern Cape and South Africa at large.

2. Background

Department of Transport intends to appoint a reputable service provider(s) to develop a communication implementation plan, **generate and edit content** as well as design, develop and produce printed and audio-visual communication products in support of all programmes of the department.

These services will augment the activities of the department, ensuring that its communication programme is sustained through all relevant platforms focusing on in its programmes and also place emphasis on some of the strategic flagship programmes undertaken by the department.

3. Objectives and Goals

With the call for proposals, the Department of Transport is looking to appoint a competent service provider which has proven success and capability with appropriate multidisciplinary experience and skills (key specialist skills) needed to assist as a partner in providing a variety of communication and marketing services aligned to the Annual Performance Plan and Policy Priorities of the department. The service provider must also have a clear understanding of the government communication systems and services.

4. Scope of Work

The broad scope of work includes assisting in the **development of an integrated annual communication activity plan/s, develop a crisis management plan and media engagement plan, content generation** (conceptualisation, research related to subject under consideration as necessary, writing, editing, proofreading) **video and photography services, design and layout for both internal and external products** and production of promotional material.

High level approach

Programme /Sector	Suggested approach
Transport infrastructure	Profile the mandate and programmes (interventions) underway and completed in pursuit of the department's mandate. Profile performance reports in the sector including investments made and return on investment (ROI), this includes the infrastructure constructed and jobs created.

Transport Operations	Profile the sector mandate and programmes (interventions) underway and completed in pursuit of the department’s mandate. Profile performance reports including investments made and ROI.
Road Safety	Profile the work of the department and interventions underway and completed in pursuit of the department’s mandate. Develop a communication campaign with clear messaging focused on changing behaviours. Profile performance reports including investments made and ROI.
Transport Regulations	Profile the sector mandate and programmes (interventions) underway and completed in pursuit of the DoT’s mandate. Profile performance reports in the sector including investments made and ROI, this includes the infrastructure constructed and jobs created.
Community Based Programme	Profile the sector mandate and programmes (interventions) underway and completed in pursuit of the DoT’s mandate. Profile performance reports in the sector including investments made and ROI, this includes the infrastructure constructed and jobs created.

Scope of this specific contract

The main deliverables of the Service Provider are as follows:

4.1. DEVELOPMENT OF ACTION PLANS

- Develop a clear integrated marketing communication activity plan (aligned to priorities of the department to cover the following key issues:
 - All programmes of the DoT
 - Road Safety Campaign (clear and distinctively EC)
 - Crisis management plan
 - Media engagement plan

4.2. Content Generation

Draft, write, proof read and edit all articles, blog/opinion pieces and related information about DoT’s business, its activities including the contribution it makes to socio-economic development of the Eastern Cape for various platforms.

- Identify priority initiatives championed by the department in each quarter for publicity.
- Source/research content, write, edit, proofread and produce informative and educational content about the programmes and services of the DoT for multimedia platforms.
- Produce high quality and professional content for broadcast (radio and television), print and digital / online media.

- Develop content for advertorials, opinion pieces/blogs and other printed material such as newspaper supplements and perform editing services to promote the work of the department.
- Translate material into 3 SA official languages (Xhosa, Afrikaans, English) as and when required.
- Ensure timeous approval of information/articles by DoT so that the approved material reaches target audiences in time.

4.3. Video and Audio Production Services

Conceptualise and produce audio-visual material (film/ video/ photography/ radio adverts), and electronic material, including preparation of information for various media platforms:

- Produce special projects images and videos, as and when required (i.e. attend strategic events and conduct site visits).
- Research/source content development and creative concept for audio-visual products.
- Scriptwriting and Storyboarding
- Multi-media production (including but not limited to; radio, out of home advertising, print, animation, video production and photography)
- Images should be supplied in both low and high resolution and in such a way that they can be used for mass media and other channels, such as You-tube.

4.4. Digital / Online Media Services

- Develop a content plan and approach for the DoT's online media platforms.
- Drive traffic to EC DoT online media platforms including social media.
- Initiate and manage other digital and social media platforms on a project basis.
- Design and develop content for social media pages and website including broad key messages for online campaigns.
- Monitor activities on digital platforms and on all social media platforms and provide weekly analysis reports on trends as well monthly reports.
- Adjust implementation plans accordingly to the results from the trend analysis to improve EC DoT's impressions, engagement and impact where necessary.
- Create digitalised communication products for both internal and external communications purposes (electronic or interactive billboards and other online adverts).

4.5. Design, Layout and Production Services

- Develop concept designs for all publications for approval by client per communication product in line with the DoT's corporate identity.
- Layout and design, provide ready to use online communication products including e-mailers.
- Creative concept and supply designs of material for exhibitions (road shows and community engagements)
- Design and present at least 3 look and feel options per communication product for approval by client.

4.6. Supply and Delivery of Branding / Promotional Material

- Provide a branded (full colour) gazebo and deliver gazebo (including design and layout)
- Provide a branded podium

4.7. Special Conditions:

- The department shall retain the copyright of all material designed and published in line with this contract.
- Any additional work to be added on the contract will be discussed between contractor and the department.
- Prepare and present a monthly report of accomplishments and expenditures due by the second week of the following month.
- No work of whatsoever nature shall be actioned without obtaining prior approval of the EC DoT project manager.

5. Training of Personnel

5.1. The service shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.

6. Supply and Maintenance of Equipment

6.1. All equipment including digital cameras, video, audio (with HD and 3D capabilities), drones, computers, vehicles and any other equipment and software necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer.

7. Occupational Health and Safety

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

7.1. The service provider: -

- 7.1.1. acknowledges that it is fully aware of the terms and conditions of the Act;
- 7.1.2. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed and all equipment shall be used in accordance

With the provisions of the Act accepts accountability for its employees and subcontractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

7.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

7.2. The service provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

7.3. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

8. Service Level Agreement

8.1. It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

9 Breach and Termination

9.1. Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

10 Loss and Damage

10.1. Contractor hereby indemnifies the State/Employer/Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

11 Transfer Management

11.1. Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and

documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

12 Sub-Contractors

12.1. The service provider may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given the contractor shall remain liable to Employer for the performance of the Services.

13 Strikes

13.1 The Contractor undertakes that strikes by his personnel will not influence the rendering of the implementation service

14 Insurance and Indemnity

14.1 The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

14.2 The Employer agrees that it will give to the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defense of the same to the extent of its own interest.

15 Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

15.1 All warranties and license entitlements must be registered by the Vendor and provided to the Department in paper form and electronically.

16. Minimum Requirements

16.1. A company must have performed a minimum of five (5) contracts of the same range and size, performed within the last five (5) years to a combined value of R3 million.

16.2. The key personnel experience:

16.2.1. **the Brand Strategist** with an NQF level seven (7) in Marketing / Brand Management or related field with a minimum of ten (10) years' experience in the field. The Brand Strategist will act as a project manager or supervisor.

16.2.2. **Copy writer and Content Creator** - an NQF level six (6) qualification in Copywriting, Communications, Public Relations, Journalism and a minimum of five (5) years' experience in the industry including experience in online media content management. (Attach CV or Profile indicating the number of years of experience in the industry).

16.2.3. **Graphic Designer** – a. NQF level six (6) qualification in Graphic Design or Multimedia with a minimum of five (5) years' experience in the industry (Attach CV or Profile indicating the number of years of experience in the industry)

16.2.4. **Video and Audio Content Producer** – an NQF level six (6) qualification in Film and Media Production / Multimedia: Visual Arts or related field with five (5) years' experience in the industry.

16.2.5. **Photographer** – an NQF level six (6) qualification in Photography with a minimum of five (5) years' experience in the industry. (Attach CV or Profile indicating the number of years of experience in the industry).

Bidders must note that one employee is not allowed to occupy two different positions!

16.3. The bidder must attach Reference Letter or Award Letter and must be in the client's letter heads, incorporating the following details:

- **Customer:**
- **Nature of work:**
- **Duration of the contract:**
- **Rand value of contract:**
- **Year completed:**
- **Customer contact:**

NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and will not be considered.

17. Monitoring and Reporting

- Establishment of the Project Management Steering committee to comprise of DOT Contracts Management, End User, Service Provider and any other stake holder relevant to the project
- A project steering committee will be established to monitor performance and certify invoices prior to payment.

The following platforms will be created for ease of monitoring:

MONITORING TOOL	FREQUENCY	EXPECTATION
Briefing sessions	Every two weeks	Oral Feedback
Meetings	Monthly	Written Progress Report
Special Projects / interventions	Ad hoc	Presentation of proposed solutions.

- 17.1. A Project Team will be established to amongst other, monitor performance and certify invoices prior to payment.

18. Duration of The Project

- The term of the project will be twelve (12) months from the date of acceptance of the award/ purchase order.

19. Validity of BID

- 19.1. The validity of the offer is ninety (90) days.

20. General Conditions of Contract

- 20.1. The latest general conditions of contract and contract law will apply.
- 20.2. Where special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

21. Special Conditions of Contract

- 21.1. The ceiling price of the bid to be completed on the Pricing Schedule form must reflect all costs including, delivery, transportation, VAT and disbursements.
- 21.2. No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and filled in black ink will be accepted.
- 21.3. It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.
- 21.4. The Department shall not enter into a contract where a company has directors, partners or employees who are employed by the state where permission has not been granted by the Executive Authority.

- 21.5. All documents submitted and/or produced shall become the property of the DOT.
- 21.6. The service provider undertakes to provide the professional resources required to attain the project objectives.
- 21.7. Service Providers who have entered into a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- 21.8. The overall price must be in Rand and must be inclusive of VAT where applicable;
- 21.9. The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- 21.10. The service provider undertakes to act as an independent contractor in respect of all work to be done.
- 21.11. The service provider shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with international professional standards and manufacture best practice;
- 21.12. The service provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between DOT and third parties;
- 21.13. The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the DOT;
- 21.14. The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- 21.15. The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the DOT;
- 21.16. B-BBEE level certificate must be provided where necessary (Original document or original certified copy)
- 21.17. Joint ventures or Consortiums must submit a consolidated BBBEE level Certificate / sworn affidavit.
- 21.18. The service provider must be registered in the Centralised Supplier Database (CSD).
- 21.19. It's the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.
- 21.20. DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;
- 21.21. The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;

- 21.22. Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- 21.23. All the submitted documents must be completed in full and signed where necessary
- 21.24. In cases where two or more bidders attain equal number of points in all aspects of evaluation, the bidder who has the highest B-BBEE points will be the preferred bidder.
- 21.25. If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for B-BBEE, the bidder who has the highest points for functionality will be the preferred bidder.
- 21.26. In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- 21.27. Failure to submit the documentation as prescribed may lead to the bid being considered non-responsive and subsequently rejected / not considered.

22. General conditions of Contract

- The latest general conditions of contract law will apply.

Where special conditions of the contract are in conflict with these general conditions, the special conditions shall apply

23 Evaluation Criteria

- 23.1 Bids will be evaluated on a 80/20 point system within the ambit of the Preferential Procurement Policy Framework Act (PPPFA) No.5 of 2000 and section 38(1)(a)(iii) of the Public Finance Management Act 1 of 1999 as amended by Act NO.29 of 1999 and Preference Procurement Regulations 2017;
- 23.2 The evaluation will be carried out in two phases, namely, “functionality” and “price”. Bidders are requested to submit one envelope
- 23.3 Functionality will be evaluated separately to determine the responsiveness of the bids. The minimum qualifying percentage that will be accepted for functionality is 60%. A bidder who does not obtain a minimum of 60% will be disqualified;
- 23.4 The final score will be obtain by adding points obtained for price to the preference points;

NB: Points score will be rounded to the nearest two (2) decimals

- 23.5 Functionality:

$$Ps = \frac{So * Ap}{Ms}$$

Where

Ps = Points scored for functionality by bid/proposal under consideration

So = Score of the bid under consideration

Ms = Maximum possible scored.

Ap = Percentage allocated for functionality.

23.6 Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities.

23.7 The percentages allocated by all panel members must be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality;

23.8 The minimum qualifying percentage that will be accepted for functionality is 60%;

23.9 Bids/proposal that do not score the specified minimum percentage for functionality will be disqualified.

23.10 PRICE

The 80/20 preference points system:

$$Ps = \frac{80(1 - Pt - Pmin)}{Pmin}$$

Where:

Ps = Points scored for price by bid under consideration

Pmin = Lowest acceptable consideration

Pt = Price of bid under consideration

NB: - The department is under no obligation to award the bid to the bidder scoring the highest or lowest points.

The following information for functionality and weights will be considered in the evaluation of all applications received.

1: Poor, 2: Acceptable, 3: Good, 4: Very Good, 5: Excellent

24. Awarding of Points for Functionality and Price

Functionality

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
Company experience relevant to the scope of work	40	<ul style="list-style-type: none"> Five (5) or more contracts of the same range and size performed within the last five (5) years or more contracts to a combined value of R3 million. <i>Award letters and testimonial in the client's letter heads signed by the authorized individual</i> 	2	
		<ul style="list-style-type: none"> Five (5) or more contracts of the same range and size performed within the last (5) five years or more contracts to a combined value of R4 million. <i>Award letters in the client's letter heads signed by the authorized individual</i> 	3	
		<ul style="list-style-type: none"> Five (5) contracts of the same range and size performed within the last (5) five years to the combined value of R5 million. <i>Award letters in the client's letter heads signed by the authorized individual</i> 	5	
Locality	35	<ul style="list-style-type: none"> Company based within the Eastern Cape on which work is to be performed. <i>Municipality utility account / Proof of lease agreement /Proof of residence confirmed by relevant authority</i> 	5	
		<ul style="list-style-type: none"> Company based outside the Eastern Cape <i>Municipality utility account / Proof of lease agreement /Proof of residence confirmed by relevant authority</i> 	3	
Experience of key personnel linked to the project	25	<ul style="list-style-type: none"> Fifteen (15) or more years' experience in a supervisory position as a Brand Strategist. <i>CV must be attached</i> 	5	
		<ul style="list-style-type: none"> Thirteen (13) or more years' experience in a supervisory position as a Brand Strategist. <i>CV must be attached</i> 	4	
		<ul style="list-style-type: none"> Ten (10) or more years' experience in a supervisory position as a Brand Strategist. <i>CV must be attached</i> 	3	
TOTAL POINTS	100			

25 Preferential Claims

25.1 Points scored for specified goals as contemplated by the PPPFA and its regulations are then calculated separately and added to the points scored for price to obtain the final score.

26 Specified Goals

26.1 Calculation of points for BBBEE status level of contributor will be allocated in the following manner

BBBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

26.2 The points scored for price must be added to the points scored for BBBEE status level of contribution to obtain the bidder's total points scored out of 100.

26.3 In the event that two or more bids have equal total points, the successful bid will be the one with the highest points for BBBEE.

26.4 In the event that two or more bids are equal in all respects, the successful bidder will be the one with the highest functionality percentage and the last option will be the drawing of lots.

27 Compulsory Briefing & Closing Date

27.1 There will be no compulsory briefing meeting

27.2 The closing date for submission is **05 JULY 2021**. Documents will be submitted at the Department of Transport in King Williams Town, in the tender box at the ground floor.

28 Returnable documents

28.1 Submitted documents must be composed of the following:

Tender check list

- SBD 1 - Invitation to Bid
- SBD 3.3 - Pricing Schedule

- SBD 4 - Declaration of interest
- SBD 6.1 - Preference Points Claim Form
- SBD 8 - Declaration of bidders past supply chain management practices
- SBD 9 - Certificate of independent Bid determination
- Original or certified original copy of B-BBEE level verification certificate or consolidated B-BBEE Status Level Verification Certificate or sworn affidavit
- Tax Compliance Status PIN / CSD registration report
- Letters of reference or Award letter from previous clients (Must be in logo of that particular institution) with office telephone details.

29 Bid Enquiries

29.1 Please refer all enquiries to the following personnel:

Technical Enquiries: Khuselwa Rantjie

Cellphone No.: 082 728 7476

Email: khuselwa.rantjie@ectransport.gov.za

Supply Chain Management: Pilasande Nqikashe

Cellphone No.: 067 419 8001

Email: philasande.nqikashe@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

Any bid received which does not include unit prices, itemized prices or any relevant information as requested in the specification may be rejected.

.....
WITNESS
.....

.....
PLACE

SIGNATURE OF BIDDER

.....

.....
NAME OF BIDDER
.....

.....
CAPACITY
.....

.....
DATE
.....

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU10-21/22-0011	CLOSING DATE:	2 JULY 2021	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF MARKETING COMMUNICATION AND PUBLIC RELATIONS SERVICES FOR A PERIOD OF 12 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(Head Office – King Williams Town)</i>					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME: _____			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON		
CONTACT PERSON	TELEPHONE NUMBER		
TELEPHONE NUMBER	FACSIMILE NUMBER		
FACSIMILE NUMBER	E-MAIL ADDRESS		
E-MAIL ADDRESS			

**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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.3

**PRICING SCHEDULE
 (Professional Services)**

NAME OF BIDDER:	BID NO.:	
.....		
CLOSING TIME 11:00	CLOSING	
DATE.....		

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	.....days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	.....days

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

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

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

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:.....

2.3. Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5. Tax Reference Number:

2.6. VAT Registration Number:

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1.If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
.....

Name of state institution at which you or the person
connected to the bidder is employed:
.....

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.8. If you are presently employed by the state, did you obtain **YES /**
NO
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.8.1.If yes, did you attach proof of such authority to the bid **YES /**
NO
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.8.2.If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.9. Did you or your spouse, or any of the company's directors / **YES /**
NO
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.9.1.If so, furnish particulars:
.....
.....
.....

2.10. Do you, or any person connected with the bidder, have **YES /**
NO
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?
2.10.1. If so, furnish particulars.
.....

.....

2.11. Are you, or any person connected with the bidder,
YES/NO
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.11.1. If so, furnish particulars.

.....

2.12. Do you or any of the directors / trustees / shareholders / members
YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.12.1. If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Persal Number

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20.
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a Code of Good Practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act ;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means;
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

7.2 If yes, indicate:

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

- ii) the name of the sub-contractor?
- iii) the B-BBEE status level of the sub-contractor?
- iv) whether the sub-contractor is an EME or QSE?
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017;

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm
- 8.2 VAT registration number
- 8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

- Professional service provider
 - Other service providers, e.g. transporter, etc.
- [Tick applicable box]

8.7 Total number of years the company/firm has been in business?

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a. disqualify the person from the bidding 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

9.

DATE:.....

ADDRESS:.....

.....

.....

CONTRACT FORM – RENDERING OF SERVICES

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 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 the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: **SCMU10-21/22-0007** at the Price(s) quoted. My offer remains 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
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2011
 - Special Conditions of Contract;
 - ii) General Conditions of Contract; and
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 fulfillment of all obligations and conditions devolving on me under this agreement as the principle 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 authorized to sign this contract.

WITNESSES:

1. DATE

2. DATE

.....
NAME OF FIRM

.....
SIGNATURE OF BIDDER

.....
CAPACITY

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 number **SCMU10-21/22-0000** dated 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.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
PROVISION OF MARKETING COMMUNICATION AND PUBLIC RELATIONS SERVICES FOR A PERIOD OF 12 MONTHS	R.....		

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

WITNESSES:

1.
DATE
2.
DATE

Official Stamp

SIGNATURE

SBD8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of supply management system.
3. The bid of any bidder may be disregarded if that bidder or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any other previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's data base as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this data base were informed in writing of this restriction by the National Treasury after the audi alter partem rule was applied)		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za ,click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted of fraud by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of the state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so furnish particulars		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO THE CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid.

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

SBD 9

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

³ **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.**

SBD 9

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PRICING SCHEDULE

ITEM	SERVICE REQUIRED	QUANTITY	UNIT OF MEASURE	Rate per hour	Total Rate
1	Development of a clear integrated communication plan for DoT's programmes including the following: <ul style="list-style-type: none"> • 12 months (monthly themes) integrated activity plan in support of road safety communication; • Media engagement plan • Crisis Management Plan • Digital /online media strategy and plan. 	160	hours		
ITEM	SERVICE REQUIRED	QUANTITY	UNIT OF MEASURE	Rate per hour	Total Rate
	Research and package content for sharing information, education, empowerment and publicity focused on priority initiatives undertaken by DoT and/or aligned to our mandate (this include conducting interviews with programme, project managers within DoT, its entities and other strategic partners). Minimum 3 issues per quarter	180	hours		
	Investigate, generate, package and publish content on current developments and trends linked to DoT's mandate in the province, national and international. Minimum 3 issues per quarter	120	hours		
	Develop and publish content for opinion pieces, media releases, adverts and advertorials and perform editing services as and when required. Minimum 12 per quarter	320	hours		
	Provide / Translate identified content into three official languages i.e. Xhosa, English, Afrikaans.	320	hours		

ITEM	SERVICE REQUIRED	QUANTITY	UNIT OF MEASURE	Rate per hour	Total Rate
	Layout and design of a variety of material (e.g. print adverts, e-mailers etc) and provide for electronic distribution and ready to print. A minimum of 4 per month.	192	hours		
ITEM	SERVICE REQUIRED	Estimated number of hours over 12 months	UNIT OF MEASURE	Rate per hour	Total Rate
	Photographs – update DoT’s photo gallery on quarterly basis, used in websites, corporate and marketing documents, social media and all other DoT’s platforms	120	hours		
	Video production (5 minutes corporate video including creative conceptualization, scripting and supply of images)	120	hours		
	60 seconds social media videos – minimum 5 per quarter	112	hours		
	Covering major events, and project visits to capture and edit. Minimum 15 per year and 32 projects.	376	hours		
ITEM	SERVICE REQUIRED	QUANTITY	UNIT OF MEASURE	Rate per hour	Total Rate
	Manage DoT’s social media accounts. Minimum 2 update per day for each	360	hours		
	Manage DoT’s website content by updating web pages (minimum 1 per month with news	120	hours		

	page receiving a minimum of 2 updates per week).				
	Create and publish digital billboards content (minimum 1 per quarter)	60	hours		
	Create and publish online banners and posters (minimum 12 per quarter)	60	hours		
	Develop a content plan and approach for the DoT's online media platforms.	30	hours		

Supply and Delivery of Branding / Promotional Material

ITEM	DESCRIPTION OF SERVICE REQUIRED	QUANTITY	SIZE	COST PER UNIT	Total Cost
1	Provide a branded (full colour) gazebo and deliver gazebo (including design and layout)	2	5m X 3m		
2	Provide a branded podium	1			
1				SUB TOTAL	
				15	

PRICING SUMMARY		
APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) FOR THE PROVISION OF MARKETING COMMUNICATION AND PUBLIC RELATIONS SERVICES FOR A PERIOD OF TWELVE (12) MONTHS		
NO	ITEM DESCRIPTION	Total Cost
1	Development of action plans	
2	Content generation	
4	Video, photography and audio production services	
5	Digital / Online Media Services	
6	Design, Layout and Printing Services	
7	Supply and Delivery of Branding / Promotional Material	
8	Disbursements (includes travel and accommodation rates aligned to the national treasury approved)	
	SUB TOTAL	
	Vat 15%	
	TOTAL AMOUNT	

BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

Total Price (amount in words):.....
.....
....., inclusive of VAT

Total Price (amount in figures) R , inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

Date _____