



COMPANY NAME: _____

DESCRIPTION: CSOS013-2025– THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR) TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE(CSOS) FOR A PERIOD OF 3 YEARS

PUBLICATION DATE	05 DECEMBER 2025
NON-COMPULSORY BREIFING SEASON	16 JANUARY 2026
CLOSING DATE	26 JANUARY 2026

BIDDERS MUST SUBMIT PROPOSALS AT THE CSOS OFFICE:
COMMUNITY SCHEMES OMBUD SERVICE
BUILDING 4 BERKELY OFFICE PARK
8 BAUHINIA STREET
CENTURION
0157.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE				
BID NUMBER:	CSOS013-2025	CLOSING DATE: 26 JANUARY 2026	CLOSING TIME:	12:00 PM
DESCRIPTION	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR) TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE(CSOS) FOR A PERIOD OF 3 YEARS			
NON-COMPULSORY BRIEFING SESSION: 16 JANUARY 2026 @10:00AM MEETING LINK: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzFhMmZjNzEtOWFkOS00MzRkLTg1NTEtMDYzM2U1YzI4N2Rk%40thread.v2/0?context=%7b%22id%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22oid%22%3a%22bb8a30b4-1c21-4bc1-ae4d-d983d4de6bb7%22%7d				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion 0157				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. Zamangwanyia Malgas		CONTACT PERSON	Ms. Jabulile Sithole
TELEPHONE NUMBER	(010) 593 0533 / 071 880 9169		TELEPHONE NUMBER	(010) 593 0533
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Zamangwanyia.Malgas@csos.org.za		E-MAIL ADDRESS	jabulile.sithole@csos.org.za
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NO.	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NO.	
E-MAIL ADDRESS				

VAT REGISTRATI ON NUMBER				
SUPPLIER COMPLIAN CE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CSD No: MAAA
B-BBEE STATUS LEVEL VERIFICATI ON CERTIFICAT E	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVI T	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
[A DETAILED CSD REPORT REFLECTING AT LEAST 51% OR MORE BLACK OWNERSHIP FOR AT LEAST ONE OF THE DESIGNATED GROUPS MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]				

ARE YOU THE ACCREDITED REPRESENTA TIVE 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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, 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 SERVICE LEVEL AGREEMENT.**

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 SARSTO ENABLE THE ORGAN OF STATE TO VERIFY THE TAX PAYER'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 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:

THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR), TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE (CSOS) FOR A PERIOD OF 3 YEARS.



REQUEST FOR PROPOSALS (RFP)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR) TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE (CSOS) FOR A PERIOD OF 3 YEARS.

DECEMBER 2025

1. TERMS AND CONDITIONS

THIS REQUEST FOR PROPOSAL (RFP) HAS BEEN COMPILED BY THE CSOS AND IS MADE AVAILABLE TO BIDDERS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDERS ARE DEEMED TO ACKNOWLEDGE AND ACCEPT:

- 1.1. A Bid submitted in response to this RFP will constitute a binding offer that will remain binding and irrevocable for a period of one hundred and twenty (120) days from the date of submission to the CSOS.
- 1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted, and no agreement will be deemed to be reached with any Bidder.
- 1.3. The CSOS reserves the right to amend, modify, withdraw, or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation or tax compliance status confirmation proof issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.7. The CSOS reserves the right to conduct site inspections or call for additional supporting documentation to confirm any information provided by a Bidder in its response to this Bid.
- 1.8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such a transaction, or an intention to enter into any legal relationship with any person.

THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR), TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE(CSOS) FOR A PERIOD OF 3 YEARS.

- 1.9 Neither the CSOS nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
- 1.10 No entity or associated entities may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in the disqualification of both entities.
- 1.11 Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid must be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may, in its sole discretion, disqualify the Bidder from any further participation in the bid process.
- 1.12 Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed by the CSOS, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13 The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.14 All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in proposals confidentially.
- 1.15 A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or irregularities of any kind. However, the CSOS reserves the right to waive any aspect of non-responsiveness and to make an award in the best interest of the organisation, provided that any such waiver shall be applied consistently across all Bidders.
- 1.16 The CSOS reserves the right to accept or reject in part or whole any submitted Bid.
- 1.17 The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.

THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR) TRADITIONAL MEDIA AND MEDIA BUYING AND RELATED SERVICES, FOR A PERIOD OF 3 YEARS.

- 1.18 In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
- 1.19 All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.20 All Bids must be formulated and submitted in accordance with the requirements of this RFP.
- 1.21 All warranty-related matters will be discussed at the point of concluding the service level agreement (SLA).
- 1.22 For the purposes of this bid, a project leader/project manager will be used interchangeably.
- 1.23 Bids received after the closing date and time as specified in this RFP shall be rejected.
- 1.24 The CSOS is not obliged to appoint a Bidder with the lowest price if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the lower-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

2. INTRODUCTION

- 2.1 The Community Schemes Ombud Service (CSOS) is established in terms of the Community Schemes Ombud Service Act 2011 (Act 9 of 2011), to regulate the conduct of parties within community schemes and to ensure good governance within community schemes. To deliver on its mandate, key amongst the key priorities of the organisation are:
 - 2.1.1 Provide an alternative dispute resolution service.
 - 2.1.2 Regulate, monitor, and quality assure all community schemes governance documentation
 - 2.1.3 Provide training for conciliators, adjudicators, and other employees of the CSOS.
 - 2.1.4 We are the custodians of, preserve, and provide public access (electronically or by other means) to schemes governance documentation.
 - 2.1.5 Promote good governance of community schemes.

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- 2.1.6 Provide education, information, documentation, and other such services as may be required to raise awareness to owners, occupiers, executive committees, and other persons or entities who have rights and obligations in community schemes, as regards those rights and obligations.
- 2.1.7 Monitor community schemes governance, and
- 2.1.8 Deal with any matters as may be necessary to give effect to the objectives of this CSOS Act.

3. BACKGROUND

- 3.1 The CSOS intends to appoint a reputable panel of service provider(s) to develop a communication implementation plan, generate and edit content, as well as design, develop, and produce printed and audiovisual communication products in support of all programmes of the CSOS.
- 3.2 These services will augment the activities of the CSOS, ensuring that its communication programme is sustained through all relevant platforms, focusing on its programmes, and also place emphasis on some of the strategic flagship programmes undertaken by the CSOS.

4. PROJECT PURPOSE

- 4.1 The purpose of this Bid is to invite a panel of suitably qualified and experienced bidders to submit a proposal that will assist the CSOS to build its brand and raise awareness of its role and contribution in society while providing an effective customer relations management and stakeholder relations service. To develop a comprehensive proposal for Marketing, Communication, Public Relations (PR), Traditional media, and media buying, for a period of 3 years from the date of commencement. The Terms of Reference (TOR) provide an environmental sketch for bidders to enable them to formulate their proposal to the CSOS.
- 4.2 This project is to ensure that the CSOS 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 at large.

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- 4.3 With the call for proposals, the CSOS is looking to appoint competent service providers who have 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 . The service provider must also have a clear understanding of the government communication systems and services.
- 4.4 The CSOS requires a minimum of three suppliers to form part of this panel. If during the evaluation phase the CSOS does not receive three suppliers that meet the functionality criteria, CSOS will proceed to appoint whoever meets our minimum requirements however CSOS will go out on tender to source additional suppliers as per organisational needs.
- 4.5 The service providers will be required to provide the following media production and marketing services, **but not limited to**
- Creative Concept, Writing and Strategy Development.
 - Traditional media, Social, Online and Digital Media campaign Development and Management (including Paid Social/Traditional Media);
 - Multimedia Production (including, but not limited to, radio production, video production, photographic services and graphic design);
 - Public Relations and Reputation Management;
 - Specialised Audio-Visual, marketing and communications Activations and Events Management; and
 - Media Buying.
- 4.6 Bidders must be able to provide fully integrated marketing communication services as per the services indicated under the scope of work .
- 4.7 If there are services, as per the scope of work, that are currently outside the strengths of the bidding agency, detailed information of how the Integrated Marketing Communications services will be provided to meet the requirements of the CSOS must be provided.

5. SCOPE OF WORK

Each bidder must be able to provide at least one (1) of the core services:

- a. Marketing including branding and advertising,
- b. Promotional material, (designing and publication).
- c. Event services
- d. Public relations (PR) Services
- e. Digital marketing services
- f. Communication services
- g. Media buying

5.1 Marketing (Including branding and advertising)

The appointed service provider will be responsible for the design, implementation, and management of marketing activities that enhance the organisation's visibility, reputation, and stakeholder engagement. The scope includes, but is not limited to, the following:

5.1.1 Brand activations

- 5.1.1.1 Develop and execute brand activation strategies aimed at increasing public awareness, visibility, and stakeholder engagement.
- 5.1.1.2 Organise promotional events, exhibitions, and campaigns that strengthen brand presence and ensure alignment with the organisation's identity and values.
- 5.1.1.3 Provide creative concepts and logistical support for activations across different geographic areas and platforms.

5.1.2 Conceptualisation and production of advertising material

- 5.1.2.1 Conceptualise, design, and produce high-quality advertising material suitable for multiple media platforms, including television, radio, print, outdoor (billboards, transit advertising), and online (social media, digital banners, web campaigns).
- 5.1.2.2 Ensure that all advertising materials adhere to the organisation's branding guidelines and messaging standards.
- 5.1.2.3 Manage production timelines, media placements, and quality control processes to achieve maximum impact and reach.
- 5.1.2.4 Provide creative direction, copywriting, graphic design, and technical support as required.

5.1.3 Photography and videography

- 5.1.3.1 Provide professional photography and videography services to capture events, campaigns, and other corporate activities.
- 5.1.3.2 Develop visual content (documentaries, short clips, adverts, infographics, and photo libraries) for use in marketing, media, and internal communication.
- 5.1.3.3 Ensure that all visual content is of high resolution and quality and edited in line with the organisation's communication standards.
- 5.1.3.4 Maintain an organised digital archive of images and videos for future reference and re-use.

5.2 Promotional material

The service provider will be required to design, develop, and produce promotional material that enhances the organisation's visibility and communicates its strategic objectives to various stakeholders. This includes the creation of high-quality, innovative, and professional materials for use at events, campaigns, and outreach initiatives.

5.2.1 Creative development of concepts

- 5.2.1.1 Generate original and innovative ideas for promotional items and campaigns that align with the organisation's brand strategy.
- 5.2.1.2 Propose creative concepts that resonate with diverse audiences and strengthen the organisation's public image.
- 5.2.1.3 Present concept proposals, including mock-ups and samples, for approval prior to production.

5.2.2 Branding and graphic design

- 5.2.2.1 Design promotional materials (e.g., banners, posters, brochures, flyers, pull-up stands, digital graphics) in line with the organisation's corporate identity guidelines.
- 5.2.2.2 Ensure consistency in the use of logos, colours, fonts, and imagery across all material.
- 5.2.2.3 Provide multiple design options for review, incorporating feedback until final approval is granted.

5.2.3 Copywriting and editing

- 5.2.3.1 Develop clear, engaging, and persuasive written content tailored to the intended audience.
- 5.2.3.2 Ensure accuracy, correct grammar, and alignment with the organisation's tone of voice and key messaging.
- 5.2.3.3 Edit and proofread all content before submission to ensure high-quality, professional output.

5.2.4 Production and printing.

- 5.2.4.1 Manage the end-to-end production process for approved promotional materials, ensuring professional quality and timely delivery.
- 5.2.4.2 Source and recommend cost-effective, durable, and environmentally sustainable materials where possible.
- 5.2.4.3 Ensure printing is done at the highest standards, suitable for both indoor and outdoor display, which includes design, editing, and printing of the APP and Annual report.
- 5.2.4.4 Deliver the final materials in the agreed quantities, formats, and within the required timelines.

5.3 Event services.

The service provider will be responsible for planning, coordinating, and delivering professional event management services that support the organisation's strategic objectives. Services should cover corporate, national, and community-focused events, ensuring that all activities are executed to the highest standard and aligned with the brand identity.

5.3.1 Corporate functions.

- 5.3.1.1 Plan and manage corporate events such as conferences, seminars, stakeholder engagements, product launches, and internal functions.
- 5.3.1.2 Provide end-to-end solutions, including venue sourcing, décor, catering, programme management, and guest logistics.
- 5.3.1.3 Ensure all corporate functions reflect the professional image of the organisation.

5.3.2 Large-Scale national and community events.

- 5.3.2.1 Conceptualise and deliver impactful events that reach wide audiences at national, provincial, and community levels.

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- 5.3.2.2 Manage logistics, stakeholder participation, security, compliance with local regulations, and crowd management.
- 5.3.2.3 Facilitate partnerships and collaborations with local stakeholders to enhance community engagement.

5.3.3 Event design, coordination, and management.

- 5.3.3.1 Provide creative concepts for event design, including stage design, branding elements, seating arrangements, and event flow.
- 5.3.3.2 Manage the entire coordination process, including invitations, programme scheduling, supplier liaison, and on-site management.
- 5.3.3.3 Assign dedicated event coordinators to oversee smooth execution from planning through to post-event reporting.

5.3.4 Technical production

- 5.3.4.1 Supply and manage technical production services such as sound, lighting, staging, audiovisuals, and live streaming.
- 5.3.4.2 Ensure technical equipment is of high quality, tested in advance, and supported by skilled technicians.
- 5.3.4.3 Incorporate innovative technologies to enhance the attendee experience.

5.3.5 Strategic event marketing.

- 5.3.5.1 Develop and implement marketing strategies to promote events effectively across multiple platforms (digital, print, and broadcast).
- 5.3.5.2 Create tailored campaigns that drive attendance, engagement, and visibility for the organisation.
- 5.3.5.3 Manage media partnerships, social media promotion, and publicity opportunities to maximise impact.

5.3.6 National roadshows.

- 5.3.6.1 Plan and execute nationwide roadshows to promote the organisation's programmes, initiatives, or campaigns.
- 5.3.6.2 Coordinate logistics such as venues, transport, branding, and distribution of promotional material across multiple provinces.
- 5.3.6.3 Ensure that messaging remains consistent and tailored to the unique characteristics of each community and region.

5.4 Public relations (PR) services.

The service provider will be expected to provide strategic and tactical PR services that build and protect the organisation's reputation, strengthen stakeholder trust, and ensure effective communication across various platforms. The services must be proactive, responsive, and well-integrated with the organisation's overall marketing and communication strategy.

5.4.1 PR strategy.

- 5.4.1.1 Develop a comprehensive PR strategy that supports the organisation's mission, vision, and strategic objectives.
- 5.4.1.2 Provide annual and campaign-specific PR plans with measurable outcomes and clear performance indicators.
- 5.4.1.3 Ensure the PR strategy is aligned with branding, marketing, and stakeholder engagement efforts.

5.4.2 Media relations, briefings, interviews, and news dissemination all across media.

- 5.4.2.1 Build and maintain strong relationships with national, regional, and community media outlets.
- 5.4.2.2 Organise and manage media briefings, press conferences, and interviews to effectively communicate key messages.
- 5.4.2.3 Monitor media coverage and provide regular analysis reports on media sentiment, reach, and impact.

5.4.3 Crisis and reputation management PR support.

- 5.4.3.1 Provide immediate, strategic PR support during crises to mitigate reputational risks.
- 5.4.3.2 Develop crisis communication plans and protocols to guide responses in sensitive or high-risk situations.
- 5.4.3.3 Offer advisory services and messaging support to management and spokespersons.
- 5.4.3.4 Monitor issues and public perception proactively to anticipate and address potential threats to the organisation's reputation.

5.4.4 Integration and coordination of PR activities with other marketing functions.

- 5.4.4.1 Ensure seamless alignment between PR activities and broader marketing, branding, and advertising initiatives.

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- 5.4.4.2 Collaborate with internal teams and other service providers to deliver consistent and coordinated communication.
- 5.4.4.3 Provide consolidated reports that demonstrate the impact of PR activities within the overall communication strategy.
- 5.4.4.4 Support the integration of PR messages into campaigns, events, and promotional materials

5.5 Social media management:

The service provider will manage the organisation's social media presence to ensure consistent, engaging, and professional representation across all platforms. Activities must aim to increase visibility, strengthen stakeholder engagement, and support overall marketing and PR objectives.

5.5.1 Content development.

- 5.5.1.1 Develop a social media content strategy aligned with the organisation's communication and branding objectives.
- 5.5.1.2 Create high-quality, engaging, and platform-appropriate content (text, images, graphics, videos, infographics, animations, etc.).
- 5.5.1.3 Maintain a content calendar to ensure regular, timely, and consistent posting.
- 5.5.1.4 Ensure all content is accurate, relevant, and tailored to target audiences.

5.5.2 Response handling.

- 5.5.2.1 Monitor social media platforms daily to respond to queries, comments, and messages in a timely and professional manner.
- 5.5.2.2 Escalate sensitive issues to the appropriate internal stakeholders while maintaining transparency with the audience.
- 5.5.2.3 Apply a tone of voice consistent with the organisation's brand identity.
- 5.5.2.4 Track audience sentiment and feedback to support stakeholder engagement.

5.5.3 Advertising.

- 5.5.3.1 Conceptualise, design, and implement paid advertising campaigns on social media platforms.
- 5.5.3.2 Optimise campaigns for reach, engagement, and conversion, ensuring alignment with broader marketing goals.

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5.5.3.3 Provide regular reports on campaign performance, including metrics such as impressions, click-through rates, engagement levels, and return on investment (ROI).

5.5.3.4 Ensure that all advertising complies with platform policies and the organisation's brand guidelines.

5.6 Digital Marketing Services.

The service provider will be responsible for designing and executing a comprehensive digital marketing programme that strengthens the CSOS brand, enhances visibility, and drives stakeholder engagement through online platforms. The digital strategy must be innovative, data-driven, and aligned with CSOS's overall communication and marketing objectives.

5.6.1 Development and Implementation of Digital & Online Advertising and Communication Strategy.

5.6.1.1 Develop a holistic digital marketing and communication strategy that demonstrates CSOS's ability to compete effectively in the market.

5.6.1.2 Cover key platforms, including the corporate website, web-based marketing channels, and social media platforms.

5.6.1.3 Ensure messaging is consistent, engaging, and aligned with the organisation's brand identity and positioning.

5.6.1.4 Provide annual and campaign-based digital media plans with clear objectives, timelines, and performance indicators.

5.6.2 Digital Activation Ideas for Brand Differentiation.

5.6.2.1 Create and implement innovative digital activation concepts that enhance brand differentiation and competitiveness.

5.6.2.2 Develop interactive campaigns (e.g., competitions, webinars, live chats, influencer collaborations, gamified experiences) that encourage participation and engagement.

5.6.2.3 Ensure that all activations are inclusive, accessible, and tailored to the organisation's diverse target audiences.

5.6.2.4 Incorporate creative content formats such as video, animations, and interactive media to maximise impact.

5.6.3 Web Analytics, Monitoring, and Reporting.

- 5.6.3.1 Use advanced web and social media analytics tools to monitor the performance of digital campaigns and online platforms.
- 5.6.3.2 Track key metrics such as traffic, reach, engagement, conversions, and audience sentiment.
- 5.6.3.3 Provide regular reports and insights, highlighting successes, areas for improvement, and recommendations for optimisation.
- 5.6.3.4 Ensure that measurement frameworks are aligned with the organisation's strategic goals and objectives.

5.7 Communication Services.

The service provider will be required to provide professional communication services that ensure consistent, transparent, and effective messaging across the organisation's platforms. The services must support CSOS's strategic goals, strengthen stakeholder relations, and enhance its corporate image.

5.7.1 Corporate Communication Plan.

- 5.7.1.1 Develop a comprehensive corporate communication plan that aligns with CSOS's overall strategic objectives.
- 5.7.1.2 Outline key communication priorities, messages, audiences, channels, and timelines.
- 5.7.1.3 Include both internal and external communication strategies to ensure consistency and cohesion.
- 5.7.1.4 Provide measurable outcomes and reporting mechanisms to evaluate effectiveness.

5.7.2 Development of Corporate Communication Channels.

- 5.7.2.1 Establish and maintain effective communication channels that enable information flow between CSOS and its stakeholders.
- 5.7.2.2 Enhance and diversify platforms such as newsletters, intranet, email bulletins, stakeholder portals, annual reports, and other publications.
- 5.7.2.3 Ensure all channels are user-friendly, accessible, and aligned with the organisation's brand and tone of voice.

5.7.3 Content Development for Corporate Communication Channels.

- 5.7.3.1 Create high-quality, accurate, and engaging content tailored to different communication channels and target audiences.

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- 5.7.3.2 Develop messaging that is consistent with CSOS's values and key priorities.
- 5.7.3.3 Provide editorial, design, and layout support for corporate publications, newsletters, reports, and announcements.
- 5.7.3.4 Ensure all content is clear, professional, and free from grammatical and factual errors.

5.7.4 Communication Support.

- 5.7.4.1 Provide ad hoc communication support for projects, campaigns, events, and crisis communication needs.
- 5.7.4.2 Assist CSOS management and spokespersons with speeches, statements, briefing notes, and presentations.
- 5.7.4.3 Support stakeholder engagement activities through timely and effective communication materials.
- 5.7.4.4 Provide expert advice on best practices in corporate communication and emerging trends.

5.8 Media buying.

The service provider will be required to manage and implement media buying services that ensure cost-effective, strategic, and impactful placement of CSOS's advertising across various platforms. These services must build brand presence, optimise market reach, and maximise return on investment.

5.8.1 Media planning and buying.

- 5.8.1.1 Develop media plans based on an in-depth analysis of CSOS's target audiences, market dynamics, and campaign objectives.
- 5.8.1.2 Place advertisements regularly across multiple platforms (print, broadcast, digital, outdoor, and community media) to strengthen the CSOS brand presence.
- 5.8.1.3 Advise on media channel selection, timing, and placement to optimise visibility and impact.
- 5.8.1.4 Undertake negotiations with media owners to secure the most cost-effective rates, value-added opportunities, and favourable terms for CSOS.
- 5.8.1.5 Monitor, track, and report on all media bookings to ensure accuracy, compliance, and accountability.

5.8.2 Analysis and Reporting.

- 5.8.2.1 Conduct post-campaign analyses to evaluate the effectiveness, efficiency, and return on investment of all media placements.
- 5.8.2.2 Provide detailed reports on audience reach, engagement, cost efficiency, and performance against campaign objectives.
- 5.8.2.3 Make recommendations for future media planning and buying to continuously improve results.
- 5.8.2.4 Ensure insights and lessons learned are incorporated into future campaigns to strengthen brand performance.

6 INTELLECTUAL PROPERTY

- 6.1 All products (Audio-Visual, Print or Electronic and the content thereof) commissioned by the CSOS shall be deemed to be the intellectual property of the CSOS and its clients.
- 6.2 All products and the content thereof shall remain the property of the CSOS regardless of whether the agency responsible for the creation of such content is no longer on the panel of service providers. Creators of the content (photographs, articles, video, graphic designs and radio programmes, and any other related content) may not use the content for their portfolios without authorization from CSOS.
- 6.3 The final products and all the content (audio-visual) used in the development of various campaigns will be the property of the CSOS.
- 6.4 The CSOS will consult the service providers if any special usage permissions is required for materials produced by the service providers.

7. CONFIDENTIALITY AND DATA PROTECTION

The service provider shall be required to maintain strict confidentiality in respect of all information, data, and materials obtained during the course of service delivery to CSOS. The following provisions shall apply:

7.1 Confidential Information.

- 7.1.1 All information, whether oral, written, or electronic, disclosed to the service provider by CSOS shall be treated as confidential.

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7.1.2 Confidential information includes, but is not limited to, business plans, strategies, financial data, stakeholder information, unpublished materials, and proprietary content.

7.2 Use and Disclosure Restrictions.

7.2.1 The service provider may not disclose, reproduce, or distribute any confidential information to third parties without prior written consent from CSOS.

7.2.2 Confidential information may only be used for the purposes of fulfilling the obligations set out in these Terms of Reference.

7.3 Data Protection.

7.3.1 The service provider must comply with all applicable data protection and privacy laws, including the Protection of Personal Information Act (POPIA) and any other relevant legislation.

7.3.2 Personal information obtained in the course of providing services must be collected, processed, stored, and disposed of securely.

7.3.3 Service providers must implement appropriate technical and organisational measures to safeguard data against unauthorised access, loss, or misuse.

7.4 Return or Destruction of Information.

7.4.1 Upon completion or termination of the contract, all confidential information, including documents, files, and data, must be returned to the CSOS or securely destroyed, unless otherwise agreed in writing.

7.4.2 A certificate of destruction may be requested by the CSOS where applicable.

7.5 Breach of Confidentiality.

7.5.1 Any breach of confidentiality or data protection obligations by the service provider shall be considered a material breach of contract and may result in termination of the agreement, as well as potential legal action.

8. EVALUATION

- 8.1 The bid will be evaluated in three (3) phases, namely.
- 8.1.1 **Phase 1:** Supply Chain Management Requirements
- 8.1.2 **Phase 2:** Functionality criteria requirements
- 8.1.3 **Phase 3:** Calculation of Preferential procurement points at the time of work allocation.
- 8.1.4 In order to facilitate a transparent selection process that allows equal opportunity to all bidders, CSOS has a Supply Chain Management policy that will be adhered to.
- 8.1.5 Proposals will be evaluated in terms of the prevailing Supply Chain Management policy applicable to CSOS, and it should be noted that proposals will be assessed using the 80/20 formula (preference points system) for Price and specific goals as per the 2022 PPPFA Regulations.
- 8.1.6 The bidder must provide all the necessary information and proof for each of these requirements in this regard. Failure to supply all the required and supplementary information will result in the tender being deemed non-responsive, and therefore, the proposal will not be considered for the award.
- 8.1.7 Bidders may be requested to submit any additional information required by the CSOS.

9. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS.

- 9.1 Bidders are required to submit the following SCM compliance requirements documents.

Documents required	Submitted Y/N
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC) .	
Proof of registration on the National Treasury Central Supplier Database (provide a full, detailed CSD report).	
Valid tax PIN/Tax compliance letter.	
Fully completed SBD documents (SBD 1,4 & 6.1)	

10. EVALUATION CRITERIA

- 10.1 In order for bidders to make it onto the panel, they need to meet the minimum threshold of 65% on functionality. The approach that will be used for this tender is a quality-based selection; thus, pricing will not be considered during this evaluation.

#	FUNCTIONALITY EVALUATION	WEIGHT
1.	<p>Bidders to submit a company profile as proof of experience demonstrating a minimum of three (3) years of past experience in the field of marketing services .</p> <p>Scoring criteria</p> <ul style="list-style-type: none"> • Ten (10) years or more experience in the field marketing services =5 points • Eight (8) to Nine (9) years' experience in the field marketing services =4 points • Six (6) to seven (7) years' experience in the field marketing services = 3 points • Four (4) to five (5) years' experience in the field of marketing services =2 points • Three (3) years' experience in the field of marketing services =1 point • Less than three (3) years' experience in marketing services =0 points <p>BIDDERS TO LIST PROJECTS AS PER ANNEXURE B / TABLE B BELOW</p>	40
2.	<p>Contactable references:</p> <p>Provide contactable reference letters detailing experience in field of marketing services. The reference letters must be signed, dated, and on the client's letterhead. The CSOS reserves the right to verify the reference letters provided by the bidder, and any false information may lead to a disqualification</p>	30

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	<p>Scoring Criteria:</p> <ul style="list-style-type: none"> • Five (5) or more contactable references demonstrating company experience in the field of marketing services = 5 points • Four (4) contactable references demonstrating company experience in the field of marketing services = 4 points • Three (3) contactable references demonstrating company experience in the field of marketing services = 3 points • Two (2) contactable references demonstrating company experience in the field of marketing services travel = 2 points • One (1) contactable Reference demonstrating company experience in the field of marketing services = 1 point • Reference letter with no contactable details demonstrating company experience in the field of marketing = 0 points 	
3.	<p>Provide a detailed CV for the Account Lead that will be responsible for the CSOS account detailing the number of years' experience in the field of marketing services.</p> <p>Scoring Criteria:</p> <ul style="list-style-type: none"> • Five (5) years or more experience in the field of marketing services = 5 points. • Four (4) years of experience in the field of marketing services = 4 points • Three (3) years of experience in field of marketing services = 3 points • Two (2) years of experience in field of marketing services = 2 points • One (1) year or less of experience in the field of marketing services = 1 point. • No CV submitted = 0 points. <p>THE BIDDER IS REQUIRED TO SUBMIT ONLY ONE (1) CV OF THE INDIVIDUAL DESIGNATED AS THE TEAM LEADER OR PROJECT MANAGER, AND FAILURE TO IDENTIFY THE TEAM LEADER, THE</p>	30

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	BIDDER WILL BE SCORED ZERO (0).	
	TOTAL	100
	Minimum threshold	65%

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10.2 The **ANNEXURE A** below – Specialised Services: specifies the services to be offered by Bidders that make it into the panel. **(THE LIST NOT EXHAUSTIVE).**

10.2.1 The bidders **are required** specify the marketing services they supply in using the table below.

10.2.2 The table must be completed in full stating whether the bidder offers the respective service or not.

ANNEXURE A

#	Specialised Services	Service Offered (Y/N)
1.	Marketing including branding and advertising,	
2.	Promotional material (designing, publication and printing).	
3.	Event Services	
4.	Public relations (PR) Services	
5.	Digital marketing services	
6.	Communication services	
7.	Media buying	
8.	Social Media	
9.	Customer Relations Management	

ANNEXURE B /TABLE B LIST OF PROJECTS

Company experience (Reference Table)						
Please fill in the details of company experience in the field of marketing services						
Client Name	Client Contact Person	Client Email	Client Phone Number	Description of work done	Start Date	End Date

N/B: Annexure B/Table B above can be duplicated, but format should not be amended.

11. PRICING

- 11.1 Once suppliers are appointed onto the panel, quotations will be requested on as and when required basis and CSOS will apply the 80/20 preference procurement point allocation method.

12. OPERATIONAL PROCEDURE

- 12.1 Appointed service providers will be responsible for ensuring that they have obtained all the necessary intellectual property rights for any material used in the creative that has been sourced from a third party.

13. NON-COMPULSORY BRIEFING SESSION

- 13.1 There will be a non-compulsory briefing session that will be held on the following
Date: 16 JANUARY 2026
Time: 10:00 AM
Meeting link: https://teams.microsoft.com/join/19%3ameeting_MzFhMmZjNzEtOWFkOS00MzRkLTg1NTEtMDYzM2U1Yzl4N2Rk%40thread.v2/0?context=%7b%22Tid%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22Oid%22%3a%22bb8a30b4-1c21-4bc1-ae4d-d983d4de6bb7%22%7d
- 13.2 Meeting link may be requested at the following email tenders@csos.org.za

14. SUPPLIER DUE DILIGENCE

- 14.1 The CSOS reserves the right to conduct supplier due diligence before the final award or at any time during the contract period. This may include site visits, confirmation of financial stability, and requests for additional information

15. RESPONSE FORMAT (SUBMISSION OF PROPOSALS)

- 15.1 The proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.

16. LATE BIDS

- 16.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and, where practicable, be returned unopened to the bidder(s).

17. COUNTER CONDITIONS

- 17.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

18. FRONTING

- 18.1 Government supports the spirit of Broad-Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the Government condemns any form of fronting.
- 18.2 The Government, in ensuring that bidders conduct themselves in an honest manner, will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CSOS may have against the Bidder/contractor concerned.

19. COMMUNICATION AND CONTACT DETAILS

- 19.1 A nominated official of the bidder(s) can make enquiries in writing to the specified person, Ms Zamangwanya Malgas (zamangwanya.malgas@csos.org.za), Tel: 010 593 0533 / 071 880 9169.
- 19.2 Further information regarding Supply Chain Management matters can be sent via email to Jabulile Sithole : tenders@csos.org.za, or by Tel: 010 593 0533

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- 19.3 The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 19.4 Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 19.5 All communication between the Bidder(s) and CSOS must be done in writing.
- 19.6 Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. CSOS, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 19.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such discrepancy, ambiguity, error or inconsistency to allow CSOS to consider what corrective action is necessary (if any).
- 19.8 Any actual discrepancy, ambiguity, error, or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 19.9 All persons (including bidder(s) obtaining or receiving the quotation and any other information in connection with the quotation or the tendering process must keep the contents of the quotation and other such information confidential and not disclose or use the information except as required for developing a proposal in response to this quotation.

20. SUBMISSION OF PROPOSALS

- 20.1 Bid documents should be placed in the **tender box** on or before the closing date and time.
- 20.2 Bid documents will only be considered if received by CSOS before the closing date and time at 12h00: **Community Schemes Ombud Service Building 4, Berkeley Office Park, 8 Bauhinia Street, Centurion.**

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 State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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

- 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. EME or QSE owned by 51 % or more black woman; or more black person who are youth; or more black person living with disabilities; or more black person who is a military veteran	17	
2. EME or QSE owned by 51 % black people living in rural or underdeveloped areas or township	1	
3. EME or QSE Co-operative owned by 51% or more black people	1	
4. EME or QSE owned by 51% or more black people in general, with focus in order of priority on africans, Indians and coloureds.	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:



SPECIAL REQUIREMENTS AND CONDITIONS OF THE CONTRACT.

CSOS013-2025: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR) TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE(CSOS) FOR A PERIOD OF 3 YEARS

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

1. SPECIAL CONDITIONS OF CONTRACT.

- 1.1 This bid and all contracts emanating there from will be subject to the General Condition of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. EVALUATION

- 2.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 65%.
- 2.2 This tender is a quality-based selection tender; therefore, pricing will not be considered during this evaluation, and only bidders that achieve a minimum threshold score of 65% will be appointed to the panel.

3. CLIENT BASE

- 3.1 Bidders must have specific experience and submit references (in a form of written proof (s) on their company's letterhead).
- 3.2 The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

4. SHAREHOLDERS/DIRECTORS PORTFOLIO

- 4.1 The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

5. COMMUNICATION

- 5.1 Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

6. COUNTER CONDITIONS

- 6.1 Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in the invalidation of such bids

7. PROHIBITION OF RESTRICTIVE PRACTICES

- 7.1 In terms of section 4(1) 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 contractor(s) was/were involved in:
- 7.2 Directly or indirectly fixing a purchase or selling price or any other trading condition.
- 7.3 Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or collusive bidding
- 7.4 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

8. FRONTING

- 8.1 The Community Schemes Ombud Service supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the CSOS condemns any form of fronting.
- 8.2 The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of the notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

9. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into a formal contract with the CSOS.

10. PACKAGING OF BID

The bidder shall place the sealed bid proposal into a sealed envelope or package, and must be clearly marked with a description of the bid as follows:

TENDER: CSOS013-2025: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF MARKETING, COMMUNICATION, PUBLIC RELATIONS (PR) TRADITIONAL MEDIA, AND MEDIA BUYING AND RELATED SERVICES TO THE COMMUNITY SCHEMES OMBUD SERVICE(CSOS) FOR A PERIOD OF 3 YEARS.

Name and address of the bidder:

11. CONTACT DETAILS

Supply Chain Management Office:

Physical address:

The Community Schemes Ombud Service

Building 4,
Berkley Office Park,
8 Bauhinia Street,
Highveld Techno Park,
Centurion

For General SCM enquiries: Ms. Jabulile Sithole Contact: 010 593 0533 or email:
tenders@csos.org.za

For Technical enquiries: Ms. Zamangwanyana Malgas ; Contact:010 593 0533 or email:
zama.malgas@csos.org.za



Supplier Maintenance: Bank Details

Supplier name _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:

ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.