INVITATION TO BID

NDOH 36 / 2014-2015

Appointment of an external service provider to conceptualize; manage; co-ordinate and implement a multi-pronged mass media communication and social mobilization campaign on the following areas: HIV & AIDS; TB; Maternal Child & Women’s Health and Promotion of Healthy lifestyles.

Compulsory Briefing Session.
Date: 18 March 2015 at 11h00.
Venue: National Department of Health; c/o Thabo Sehume and Struben streets; Civitas building; Pretoria.
APPOINTMENT OF AN EXTERNAL SERVICE PROVIDER TO CONCEPTUALIZE; MANAGE; COORDINATE AND IMPLEMENT A MULTI PRONGED MASS MEDIA COMMUNICATION AND SOCIAL MOBILIZATION CAMPAIGN.

REQUIRED BY: NATIONAL DEPARTMENT OF HEALTH

1. Kindly furnish us with a bid for the services shown on the attached forms.

2. The General Contract Conditions (GCC) as well as the attached SBD1, SBD2, SBD3.3, SBD4, SBD6.1, SBD 9, SBD 8

3. If you are a sole agent or sole supplier you indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable. This information, which will be treated as strictly as confidential is required only if the total amount involved exceeds R 500 000-00.

4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate, envelope on stipulation the following information: Name and Address of the Bidder, Bid Number and Closing Date of Bid.

5. The bid must be addressed and posted to the Director-General, Department of Health, Private Bag X 828, PRETORIA 0001, to reach the destination not later than the closing date and time or must be deposited in the entrance of the Department of Health’s, Bid box located in C/O Thabo Sehume & Struben streets, Civitas building, Pretoria at the reception of Department of Health.

Signed By:

Mr B. Masanabo
Director: Supply Chain Management
FOR: Director-General
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

If any of the following bid forms are not completed and signed or not handed in with your bid proposal on closing date and time, your proposal will be immediately disqualified.

* SBD1 (Invitation to bid) (Make sure it is signed)
* SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
* SBD 3.1 or SBD 3.2 or SBD 3.3 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
* SBD 4 (Declaration of interest) (Make sure it is signed)
* SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
* B-BBEE Status level Verification Certificate (Original or certified copy)

* SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
  SBD 9 (Bid rigging) Make sure it is signed and completed
* Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
* Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)


DESCRIPTION: Appointment of an external service provider to conceptualize; manage; coordinate and implement a multi pronged mass media communication and social mobilization campaign.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Att: Mr. L. Makhafola

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Thabo Sehume streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

PRETORIA CITY CENTRE

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER ........................................................................................................................................
POSTAL ADDRESS ..................................................................................................................................
STREET ADDRESS ......................................................................................................................................
TELEPHONE NUMBER ............................................ CODE……………NUMBER...........................................
CELLPHONE NUMBER ..............................................................................................................................
FACSIMILE NUMBER ............................................ CODE ………… NUMBER................................................
E-MAIL ADDRESS ........................................................................................................................................
VAT REGISTRATION NUMBER ...................................................................................................................

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..............................
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR..................................................................................
A REGISTERED Auditor ..................................................................
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR
PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ..............................................................................................................................
DATE ............................................................................................................................................................
CAPACITY UNDER WHICH THIS BID IS SIGNED ................................................................................................

TOTAL BID PRICE…………………………………… TOTAL NUMBER OF ITEMS OFFERED ..........................

___________________________________________________ ___________________________________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: National Health
Contact Person: Lethogonolo Makhafola
Tel: 012 395 8935
Email: Makhal@health.gov.za
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

**Contact Person:** Mr. M Zondi  
**Tel:** (012) 395-9091  
**Email:** Zondim@health.gov.za

**Contact Person:** Mr. R Shuping  
**Tel:** (012) 395-9094  
**Email:** Shupir@health.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.


6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
**Purpose**

Select the applicable option ................................................................. Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

<table>
<thead>
<tr>
<th>Particulars of applicant</th>
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<tbody>
<tr>
<td>Name/Legal name</td>
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<td>(Initials &amp; Surname or registered name)</td>
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<tr>
<td>Trading name</td>
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<td>(if applicable)</td>
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<td>ID/Passport no</td>
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<td>Company/Close Corp.</td>
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<td>registered no</td>
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<td>Income Tax ref no</td>
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<td>PAYE ref no</td>
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<td>Customs code</td>
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<td>Telephone no</td>
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<tr>
<td>E-mail address</td>
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<td>Physical address</td>
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<td>Postal address</td>
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<tr>
<th>Particulars of representative (Public Officer/Trustee/Partner)</th>
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<tbody>
<tr>
<td>Surname</td>
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<tr>
<td>First names</td>
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<tr>
<td>ID/Passport no</td>
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<tr>
<td>Income Tax ref no</td>
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<td>Telephone no</td>
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<td>Fax no</td>
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<tr>
<td>E-mail address</td>
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<tr>
<td>Physical address</td>
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</table>
Particulars of tender (If applicable)

Tender number

Estimated Tender amount

Expected duration of the tender

Particulars of the 3 largest contracts previously awarded

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
</tr>
</thead>
</table>

Audit

Are you currently aware of any Audit investigation against you/the company?  

If “YES” provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct  

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent  

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer  

Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or  
   (b) without just cause shown by him, refuses or neglects to-  
      (i) furnish, produce or make available any information, documents or things;  
      (ii) reply to or answer truly and fully, any questions put to him ...  
      As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
**PRICING SCHEDULE**
(Professional Services)

NAME OF BIDDER: …………………………………………………………………………………………… BID NO: NDOH 36/2014-2015

CLOSING TIME 11:00

CLOSING DATE: 07 April 2015.

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

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The accompanying information must be used for the formulation of proposals.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.</td>
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<td>3.</td>
<td>PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)</td>
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<td>4.</td>
<td>PERSON AND POSITION</td>
<td>HOURLY RATE</td>
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<td>5.</td>
<td>PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT</td>
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<td>5.1</td>
<td>Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.</td>
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<tr>
<td>DESCRIPTION OF EXPENSE TO BE INCURRED</td>
<td>RATE</td>
<td>QUANTITY</td>
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<td>TOTAL:</td>
<td>R............</td>
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</table>

**"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**
5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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TOTAL: R…………………………………………………..

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

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

Any enquiries regarding bidding procedures may be directed to the –

**Department:** National Health

**Contact Person:** Letlhogonolo Makhafola

**Tel:** 012 395 8935

**Email:** makhal@health.gov.za
DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or

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

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

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

2.2 Identity Number: .................................................................................................................

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

2.4 Company Registration Number: .........................................................................................

2.5 Tax Reference Number: ....................................................................................................

2.6 VAT Registration Number: .................................................................................................

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

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: ............................................................
Name of state institution at which you or the person connected to the bidder is employed: ............................................................
Position occupied in the state institution: ............................................................

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  

YES / NO

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

2.8.1 If so, furnish particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO
2.9.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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</table>
4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

..............................................  .................................................................
Signature                           Date

..............................................  .......................... ..............................................
Position                           Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>90</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>10</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[
 Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
\]

Where

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( Pt \) = Comparative price of bid under consideration
- \( P_{min} \) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? .................................%
(ii) the name of the sub-contractor? .................................................................
(iii) the B-BBEE status level of the sub-contractor? ..............................
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .................................................................

9.2 VAT registration number .................................................................

9.3 Company registration number .................................................................

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent
basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ..................................................

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

SIGNATURE(S) OF BIDDER(S)

2. ..................................................

DATE:...........................................
ADDRESS:......................................
..................................................
..................................................
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1  This Standard Bidding Document must form part of all bids invited.

2  It serves as a declaration to be used by institutions in ensuring that when goods
    and services are being procured, all reasonable steps are taken to combat the
    abuse of the supply chain management system.

3  The bid of any bidder may be disregarded if that bidder, or any of its directors
    have-

    a.  abused the institution’s supply chain management system;
    b.  committed fraud or any other improper conduct in relation to such system; or
    c.  failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Database of Restricted Suppliers as companies or persons prohibited from</td>
<td></td>
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<tr>
<td></td>
<td>doing business with the public sector? (Companies or persons who are</td>
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<td></td>
<td>listed on this Database were informed in writing of this restriction by the</td>
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<td></td>
<td>Accounting Officer/Authority of the institution that imposed the restriction</td>
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<tr>
<td></td>
<td>after the audi alteram partem rule was applied).</td>
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<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link</td>
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<tr>
<td></td>
<td>at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender</td>
<td></td>
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<tr>
<td></td>
<td>Defaulters in terms of section 29 of the Prevention and Combating of</td>
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<td></td>
<td>Corrupt Activities Act (No 12 of 2004)?</td>
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<td></td>
<td>The Register for Tender Defaulters can be accessed on the National</td>
<td></td>
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<td></td>
<td>Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the</td>
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<td></td>
<td>bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (</td>
<td></td>
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<tr>
<td></td>
<td>including a court outside of the Republic of South Africa) for fraud or</td>
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<td></td>
<td>corruption during the past five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

4.4.1 If so, furnish particulars:

---

CERTIFICATION

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

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

......................................................... .........................................................
Signature        Date

......................................................... .........................................................
Position        Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

..........................................................  ..........................................................
 Signature                                    Date

..........................................................  ..........................................................
 Position                                    Name of Bidder
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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<td>Application</td>
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<td>3.</td>
<td>General</td>
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<td>4.</td>
<td>Standards</td>
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<td>5.</td>
<td>Use of contract documents and information; inspection</td>
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<td>6.</td>
<td>Patent rights</td>
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<tr>
<td>7.</td>
<td>Performance security</td>
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<td>8.</td>
<td>Inspections, tests and analysis</td>
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<td>9.</td>
<td>Packing</td>
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<tr>
<td>10.</td>
<td>Delivery and documents</td>
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<td>11.</td>
<td>Insurance</td>
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<tr>
<td>12.</td>
<td>Transportation</td>
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<td>13.</td>
<td>Incidental services</td>
</tr>
<tr>
<td>14.</td>
<td>Spare parts</td>
</tr>
<tr>
<td>15.</td>
<td>Warranty</td>
</tr>
<tr>
<td>16.</td>
<td>Payment</td>
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<td>17.</td>
<td>Prices</td>
</tr>
<tr>
<td>18.</td>
<td>Contract amendments</td>
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<td>19.</td>
<td>Assignment</td>
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<td>20.</td>
<td>Subcontracts</td>
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<tr>
<td>21.</td>
<td>Delays in the supplier’s performance</td>
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<td>22.</td>
<td>Penalties</td>
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<td>23.</td>
<td>Termination for default</td>
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<td>24.</td>
<td>Dumping and countervailing duties</td>
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<td>25.</td>
<td>Force Majeure</td>
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<td>26.</td>
<td>Termination for insolvency</td>
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<tr>
<td>27.</td>
<td>Settlement of disputes</td>
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<tr>
<td>28.</td>
<td>Limitation of liability</td>
</tr>
<tr>
<td>29.</td>
<td>Governing language</td>
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<tr>
<td>30.</td>
<td>Applicable law</td>
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<tr>
<td>31.</td>
<td>Notices</td>
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<tr>
<td>32.</td>
<td>Taxes and duties</td>
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<tr>
<td>33.</td>
<td>National Industrial Participation Programme (NIPP)</td>
</tr>
<tr>
<td>34.</td>
<td>Prohibition of restrictive practices</td>
</tr>
</tbody>
</table>
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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

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| **25. Force Majeure** | 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.  
25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| **26. Termination for insolvency** | 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| **27. Settlement of Disputes** | 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.  
27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.  
27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.  
27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.  
27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier. |
| **28. Limitation of liability** | 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and |
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
BID SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONCEPTUALISE, MANAGE, COORDINATE AND IMPLEMENT A MASS MEDIA COMMUNICATION AND SOCIAL MOBILISATION CAMPAIGN ON THE FOLLOWING AREAS:

- HIV and AIDS;
- TB;
- MATERNAL, CHILD AND WOMEN’s HEALTH; and
- PROMOTION OF HEALTHY LIFESTYLES
BID SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONCEPTUALISE, MANAGE, COORDINATE AND IMPLEMENT A MASS MEDIA COMMUNICATION AND SOCIAL MOBILISATION CAMPAIGN ON THE FOLLOWING AREAS:

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This document consists of four sections:

I. Background
II. Bid specifications
III. Proposal submission guidelines
IV. Application and adjudication process

I. BACKGROUND

1. The 10 Point Plan has served as a rallying point for the health sector, and a critical overarching and macro framework for overhauling the health system, to enhance its capacity to improve health outcomes, and to harness focused interventions towards the Millennium Development Goals (MDGs) (Annual Performance Plan). The 10 Point Plan is outlined as follows:

1.1. Provision of Strategic leadership and creation of a social compact for better health outcomes;
1.2. Implementation of a National Health Insurance Plan;
1.3. Improving Quality of Services;
1.4. Improving Human Resources Management;
1.5. Overhauling the health care system and improve its management;
1.6. Revitalisation of physical infrastructure;
1.7. Accelerated implementation of HIV and AIDS Plan and reduction of mortality due to TB and associated diseases;
1.8. Mass mobilisation for better health for the population;
1.9. Review of the Drug Policy;
1.10. Strengthening Research and Development.

It is also imperative to highlight the fact that South Africa is facing a quadruple Burden of Disease consisting of the following:

- HIV & AIDS, and TB;
- High Maternal and Child Mortality;
- Non-Communicable Diseases, and
- Violence and Injuries.

The National Department of Health (NDoH) has the responsibility to enhance and strengthen the effectiveness of the health system at all levels in order to respond to health challenges facing the citizens of this country. It is against this background that the National Department
of Health has made an undertaking to focus on the following key health outcomes as encapsulated on the National Service Delivery Agreement (NSDA):

- Increasing Life Expectancy;
- Decreasing Maternal and Child Mortality rates;
- Combating HIV and AIDS and decreasing the burden of disease from TB;
- Strengthening Health Systems Effectiveness.

Furthermore, the National Development Plan (NDP) Vision 2030 acknowledges that while medical care can prolong survival and improve prognosis, addressing social and economic conditions that make people ill is equally important in order to improve the health of the population. It is envisaged that a vision of “A Long and Healthy Life for all South Africans” can only be realized if the health sector can strive to achieve the targets as encapsulated in the NDP Vision 2030. The critical targets set out for the Health sector 2030 can be summarized as follows:

- Average male and female life expectancy rate is increased to 70 years as a consequence of progressive improvement in evidence-based preventive and therapeutic interventions for HIV;
- Progressive improvement of TB prevention and cure;
- Reduction of maternal mortality;
- Reduction of infant mortality rate to less than 20 deaths per 1000 live births and an under-five mortality rate of less than 30 per 1000;
- Reduction of the prevalence of non-communicable chronic diseases by 28%; and
- Reduction of injuries, accidents and violence by 50% from 2010 levels.

There is a need to upscale outreach programmes to mobilise individuals, families and communities to access health care services in order to enjoy better health. Social and Behaviour Change Communication (SBCC) forms an integral part of demand creation for public health services in order to improve better health outcomes. It is through effective communication and social mobilisation strategies that individuals and communities can realise the importance and benefits of accessing health and wellness services.

2. HIV AND TB SITUATION IN SOUTH AFRICA

Recent evidence suggests that the estimated overall prevalence of HIV in South Africa increased from 10.6% in the 2008 to 12.2% in 2012, a trend attributed to the combined effects of a successfully expanded antiretroviral treatment (ART) programme and new infections. This evidence also confirms that the availability and use of ART has increased survival among HIV-infected individuals. Furthermore, HIV prevalence among youth aged 15-24 years has declined from 8.7% in 2008 to 7.3% in 2012. The country’s successful PMTCT programme has also resulted in a further decrease in HIV infection levels amongst infants 12 months and younger, from 2.0% in 2008 to 1.3% in 2012.

South Africa is ranked third among the 22 High Burden countries that contribute more than 80% to the global TB incidence. In 2013 South Africa reported 328,896 new TB cases with an increasing incidence of drug-resistant TB (DR-TB) strains. South Africa was ranked the second highest in the world with 14,161 multidrug-resistant TB (MDR-TB) cases in 2012. The WHO Global TB Report 2013 indicate that South Africa also reports the most cases of extensively drug-resistant TB (XDR-TB) in the world, and annual notifications have increased from 467 in 2009 to 1,596 in 2012.
South Africa has a high maternal mortality ratio (MMR), largely attributable to HIV and AIDS. The country’s efforts to reduce maternal deaths date back to 1997, when the then Minister of Health established the National Committee of Confidential Enquiry into Maternal Deaths (NCCEMD). The NCCEMD has since released five triennial reports. A positive development is that South Africa’s MMR, both population-based and institutional, reflects a downward trend with institutional MMR having decreased from 188.9 per 100 000 live births in 2009 to 146.7 per 100 000 live births in 2012. South Africa’s 2013 Millennium Development Goals (MDG) country report reflects MMR as 269 per 100 000.

However, HIV and AIDS, STIs and TB remain complex health and developmental social issues. HIV and TB infections in South Africa are largely influenced by a range of socio-economic factors that contribute to increased levels of infection and disease progression. These factors include poverty, limited access to health and social services, labour migration, urbanisation, unemployment, poor education, inferior social position of women, diversities in language and culture, and crime, amongst others.

These diseases can be prevented or moderated through various practices and interventions including abstinence from sex, delayed sexual debut, mutual faithfulness in sexual relationships, consistent and correct condom use, treatment of STIs, safer infant feeding practices, access to balanced diets and good nutrition, general healthy lifestyles, early detection of the symptoms of TB, provision of drug therapies, etc.

In view of the findings and recommendations of various HIV and TB studies and surveys, it is evident that the national mass media communication and social mobilisation campaigns require multi-dimensional as well as evidence-based approaches.

3. THE NATIONAL HIV AND AIDS, STI AND TB RESPONSE

3.1. Coordinated multi-sectoral national response to HIV, STIs and TB

The NSP 2012 – 2016 as the blueprint addresses the drivers of the HIV and TB epidemics and builds on the achievements of the previous NSPs to achieve its goals. It is based on the premise that interventions that have worked well will be scaled up and the quality of service delivery will be improved, while at the same time proven new interventions will be implemented.

The implementation of this Plan will be based upon a following set of fundamental Guiding Principles:

- Long-term focused and vision led;
- High impact and scalable;
- Evidence-based;
- Flexible;
- Multi-sectoral;
- Partnership and country ownership;
- Rights-based.
3.2 The Vision of the NSP 2012 – 2016:

This Plan has adopted a 20-year vision of achieving the Zeros as advocated by UNAIDS. The vision for South Africa is as follows:

- Zero new HIV and TB infections;
- Zero new infections due to vertical transmission (mother-to-child transmission);
- Zero preventable deaths associated with HIV and TB; and
- Zero discrimination associated with HIV, STIs and TB.

3.3 The broad Goals of the NSP 2012 – 2016:

Aligned with a 20-year vision, the NSP 2012 – 2016 has the following broad goals:

- Reduce new HIV infections by at least 50% using the combination prevention approaches;
- Initiate at least 80% of eligible patients on antiretroviral treatment (ART), with 60% alive and on treatment five years after initiation;
- Reduce the number of new TB infections as well as deaths from TB by 50%;
- Ensure an enabling and accessible legal framework that protects and promotes human rights in order to support implementation of the NSP; and
- Reduce self – reported stigma related to HIV and TB by at least 50%.

3.4 The Strategic Objectives of the NSP 2012 – 2016:

The Plan has four Strategic Objectives which will form the basis of the HIV, STIs and TB response. These are as follows:

- Address social and structural barriers to HIV, STIs and TB prevention, care and impact;
- Prevent new HIV, STIs and TB infections;
- Sustain health and wellness; and
- Ensure protection of human rights and increased access to justice.

3.5 TB in South Africa and the National Response

South Africa is currently ranked third in the world with one of the highest TB burdens, TB incidence rate in the country stands at 993 cases per 100 000 population. There is a wide variation in HIV and TB prevalence across age, race, gender, socio-economic status and geographical location. Certain populations are at higher risk of contracting TB infection and re-infection. These include mineworkers, prison inmates and officers, health care workers, and households with contacts of confirmed TB patients.

The National Tuberculosis Control Programme (NTCP) is aimed at the following:

- Reduction of mortality, morbidity and transmission of the disease;
- Reduction of human suffering and the socio-economic burden which families, communities and the country bear as a consequence of the disease;
- Establishment of optimal co-ordination and collaboration with the HIV, AIDS and STI programme; and
- Prevention of the development of drug resistance.
Renewed efforts by Government to tackle challenges brought by TB include embarking on the household visits for purposes of intensified case finding mission, TB symptoms screening of all people presenting at health facilities, the building of improved hospital wards dedicated to MDR- and XDR – TB, and introduced new technologies such as the Gene-Xpert used for early detection of MTB and RIF resistance.

4. Maternal, Child and Women’s Health (MCWH)

The Health Sector’s National Strategic Plan (NSP) for Maternal, Newborn, Child and Women’s Health (MNCWH) and Nutrition in South Africa 2012–2016, notes that South Africa has conducted audits of the causes of maternal deaths since 1997. The NCCEMD has regularly produced recommendations for reducing the MMR. The HIV prevalence in pregnant women (48%) has also impacted negatively on maternal mortality ratios. The other major causes of maternal mortality are hypertension and obstetric hemorrhage. Other Ministerial Committees deal with perinatal and under 5 mortality. The reports of these Committees suggest that the major causes of perinatal mortality are prematurity, infections and asphyxia with the major causes of under 5 mortality being HIV/AIDS, diarrhea, pneumonia, severe malnutrition and TB.

The MNCWH & N Strategic Plan 2012-2016 outlines comprehensive interventions, which include:

- Provision of Basic Antenatal Care
- HIV testing during pregnancy with initiation of ART and provision of other PMTCT services where indicated
- Improved access to care during labour through introduction of dedicated obstetric ambulances and establishment of maternity waiting homes (where appropriate)
- Improved intrapartum care (with specific focus on the correct use of the partogram, and standard protocols for managing complications)
- Post-natal care within six days of delivery
- Implementation of the Campaign for Accelerated Reduction of Maternal Mortality in Africa (CARMMA)
- Dissemination of messages to communities around early attendance of antenatal care in the communication strategy
- Increasing the percentage of eligible antenatal clients initiated on ART
- Increasing the percentage of mothers and babies who receive post-natal care within 6 days of delivery
- Improving access to comprehensive reproductive health services

5. Non Communicable Diseases (NCDs) / Chronic Diseases of Lifestyle

There is an urgent need to prevent non communicable diseases (NCDs) and promote healthy lifestyles and wellness at population, community and individual levels. The United Nations Political Declaration highlights the key recommendations for reducing non communicable diseases (NCDs) and promoting healthy lifestyles which are aligned to the WHO Action Plan for the Global Strategy for the prevention and control of NCDs. These include:

- Implementing a multi sectoral response to NCDs;
• Reducing risk factors and creating health promoting environments;
• Working with the private sector in addressing NCDs; and
• Strengthening national policies and health systems;

The World Health Organisation's (WHO) strategy on Diet nutrition and physical Activity focus on reducing risks and promoting healthy lifestyle practices, clearly shows that lifestyles of populations around the world are changing rapidly, impacting upon the health of individuals, families, communities and whole populations.

The top 10 global risks to health are underweight, obesity, unsafe sex, high blood pressure, tobacco use, harmful alcohol use, unsafe water, poor sanitation, poor personal hygiene practices, iron deficiency, indoor smoke (from solid fuels), and high cholesterol. The combination of these risk factors will have a multiplier effect and further accelerate the pace of the non-communicable disease epidemic in South Africa.

NCDs are caused to a large extent by 4 behavioural risk factors, namely, tobacco use, unhealthy diet, insufficient physical activity and harmful use of alcohol.

Globally, tobacco use is responsible for 9% of deaths, physical inactivity 6%, alcohol 3.8% and overweight and obesity 5%.

In South Africa, in 2009, 23.7% of adults (37% of men and 10.3 % of women) smoked cigarettes. This is a decrease of 7% of smokers from 1995 and constitutes a 22 % reduction in smoking behaviour, however, we need to sustain this decline and continue to prevent tobacco use especially amongst the youth.

According to WHO, South Africa falls into a category of countries of having the highest consumption of absolute alcohol per drinker per year. We consume in excess of 5 billion litres of alcohol annually which equates to 9 - 10 litres of pure alcohol per person and therefore drink at risky levels, mainly over weekends.

The SA Youth Risk behaviour found that 38% of all school children participated in less than the recommended levels of physical activity, with more than a third of the boys and 43% of the girls being sedentary. This has a significant contribution to being overweight and obese.

According to the latest South African National Health and Nutrition Examination Survey (SANHANES, 2012) more than 57% of South African women and nearly 30% of South African men are overweight or obese.

A high energy intake is one of the main risk factors for obesity in both children and adults. A high total fat and saturated fat, high refined carbohydrate, added sugar, low fibre and fruits and vegetables intake is classified as a typical ‘western diet’ which contributes to the development of chronic diseases. According to the SANHANES survey results, one out of five (18%) individuals had a high fat score ( refers to a person who is accustomed to a high fat diet, such as fatty meat, fried and high fat snack foods) and one quarter of the participants (25.6%) had a low score for consumption of vegetables and fruits. People in formal urban areas appeared to consume the most fruit and vegetables as indicated by their fruit and
vegetable scores, while in rural areas this consumption was lowest.

STRATEGIC OBJECTIVES TO PROMOTE HEALTHY LIFESTYLE PRACTICES

- To control and prevent tobacco use;
- To promote the reduction of alcohol use;
- To create awareness on the need to reduce salt intake in food;
- To promote weight loss and prevent obesity;
- To promote health screening for diabetes, hypertension, body weight, vision, cholesterol, etc
- To promote physical activity;
- To promote healthy eating options;
- To promote safer sexual practices

6. Rationale for an integrated multi-pronged health communication in South Africa.

An Integrated Mass Media Health Communication needs to be multi-pronged in its approach in order to be successful and effective. Furthermore, it needs to incorporate a full mantra of communication, viz, Above The Line (ATL), Below The Line (BTL), Print, Outdoor, social marketing, social media and social mobilization in order to be relevant to various target audiences.

Social and Behavioural Change Communication (SBCC) is a key component that reflects renewed emphasis on improving health outcomes through individual and group behaviours as well as strengthening the social context, systems and processes that underpin health. It is driven by epidemiological evidence and client perspectives and needs. In essence, it operates on the behaviour or action of individuals, collective actions taken by groups, social and cultural structures, and enabling environments. Recent studies made the following critical recommendations in respect of SBCC:

- There is a need to:
  - invest available resources prudently for an evidence-based, diversified and comprehensive response to the HIV and AIDS epidemic that balances the imperatives of both treatment and prevention in order to appropriately address the complex epidemic in South Africa;
  - accelerate the implementation SBCC campaigns to address issues related to risky behaviours such as having multiple sexual partnerships, early sexual debut, age-disparate relationships and inconsistent condom use;
  - design campaigns that will address combination prevention strategies that seek to help everyone understand the risk of acquiring HIV, TB and other diseases of lifestyle such as Diabetes Mellitus, Hypertension, Cancers, etc;
  - create demand for the uptake of health services and screening for diseases including HCT, TB and non-communicable diseases, MMC, Maternal, Child and Women’s Health;
  - strengthen services at Primary Health Care level with focus on: condom promotion and availability, quality and coverage of pediatric and adolescent HIV services and improving retention in care for TB and HIV patients;
  - expand and strengthen services for key populations such as mineworkers, Lesbian, Gay, Bi-sexual, Trans-gender individuals (LGBTI), commercial sex workers, etc; and
provide support to Health Care workers (HCWs') and other Community Care Givers (CCGs') and address their needs.

II BID SPECIFICATIONS FOR THE MULTI-PRONGED MASS MEDIA COMMUNICATION AND SOCIAL MOBILISATION CAMPAIGN

1. INTRODUCTION

A comprehensive, integrated and multi-sectoral approach is crucial to the implementation of this Mass Media Communication and Social Mobilization Campaign. Ultimately, the effective involvement and participation of communities will have positive outcomes by encouraging healthy lifestyles, minimising stigma, and supporting treatment adherence, as well as enhancing individual responsibility.

The development of the HIV, TB, Maternal, Child and Women’s health and Healthy Lifestyles communication campaign should be informed by a thorough understanding of the risk factors, the drivers of epidemics and diseases, the vulnerable groups as well as the appropriate interventions for maximum outcomes. Prevention, promotion, and adherence remain the most effective intervention in the management of STIs, HIV and AIDS, TB, maternal and child mortality, Women’s health and non communicable diseases like diabetes and hypertension. It is equally important that interventions that aim to improve the health status of People Living with HIV and other chronic conditions be enhanced. Furthermore, interventions and strategies aimed at reducing the alarmingly high rate of maternal and child mortality and chronic diseases of lifestyle like obesity, diabetes and hypertension will need to be conceptualised and implemented during the lifespan of this Mass media communication and social mobilisation Campaign.

Advocacy, Communication, and Social mobilisation are the key elements of prevention, Treatment, Care and Support strategies. Development of new Campaigns should be evidence – based, and take into account the previous successes. This Bid should develop, coordinate, and implement a range of activities through Advocacy, Communication and Social Mobilisation, thus moving the nation to act.

The service provider will be expected to conceptualise, develop and create a new HIV, TB, MCWH and Healthy Lifestyles Brand that will be associated with this Multi-pronged Mass Media Communication and Social Mobilisation Campaign. The service provider will need to extensively consult with relevant key stakeholders on issues pertaining to Brand Development. Furthermore, the service provider will also be expected to develop multifaceted, discrete campaigns, each with its own specific objectives, target populations, and mass media communication and social mobilisation activities and outcomes.

2. OBJECTIVES

The Multi-pronged HIV, TB, MCWH and Healthy Lifestyles Mass Media Communication and Social Mobilisation Campaign will strive to achieve the objectives as set out but not limited to the following founding documents:

- National Development Plan (NDP) Vision 2030;
- Medium-Term Strategic Framework (MTSF) 2014-2019;
- National Strategic Plan for HIV, STIs and TB (NSP) 2012-2016;
3. SCOPE OF WORK

The National Department of Health seeks to appoint the Service Provider to conceptualise, manage, coordinate and implement a Multi-pronged HIV, TB, MCWH and Promotion of Healthy Lifestyles Mass Media Communication and Social Mobilisation Campaign over a period of three (03) years. In response to the above objectives, the Mass Media Communication and Social Mobilisation Campaign will focus on the following key priority areas as stipulated in this document using the integrated multi-pronged approach, namely:

I  Integrated Mass Media Communication;
II  Advocacy, Public Relations and Events Management;
III  Community Outreach and Social Mobilisation;
IV  Social Marketing;
V   Stakeholder Engagement; and
VI  Research, Monitoring and Evaluation.

4. BID SPECIFICATIONS

4.1 Brand Development

Since this will be a new Mass Media Communication and Social Mobilisation Campaign, the service provider must be in a position to execute the following:

- Conceptualize, develop, and provide brand positioning;
- Facilitate extensive consultative processes that are transparent which includes relevant stakeholders such as Government, SBCC Partners, civil society, Provinces, etc;
- Propose options to the National Department of Health with regard to the Brand Name, Tag line (pay-off line), logos, colours, etc;
- Ensure that the Brand is registered as the intellectual property of the National Department of Health; and
- Propose innovative and creative ways that will ensure that the Brand remains sustainable and relevant for all target audiences.

4.2 Integrated Mass Media Communication

Successful communication campaigns include a variety of communication channels like Radio, Television, Print, and Outdoor media. It includes the following mediums of communication:

- Above The Line (ATL);
- Below The Line (BTL);
- Print media;
The campaign should be creative and have audience appeal, without limiting the use of accurate evidence-based messaging designed to meet the strategic goals of the Department of Health. The potential service providers must demonstrate the following:

- Examples of creativity and experience in respect to campaign conceptualisation, development, production, placement and monitoring of relevant mass media communication materials (Adverts, Public Service Announcements, etc) in all South African languages;
- Ability to conceptualise, develop and produce relevant mass media communication materials on HIV, TB, MCWH, and Promotion of Healthy Lifestyles;
- The use of Best Practices in the field of HIV, TB, MCWH and Promotion of Healthy Lifestyles across various mass media communication platforms;
- Simplify and communicate key aspects of Policies and Guidelines on HIV, TB, MCWH and Promotion of Healthy Lifestyles to the broader public across a variety of mass media communication platforms;
- Conceptualize, Develop and Produce evidence-based Information, Education and Communication (IEC) materials in all South African official languages including Braille on HIV, TB, MCWH and Promotion of Healthy Lifestyles that will be used to compliment the mass media communication and social mobilization campaign;
- Take into account various dynamics and the diversity (language, culture, race, gender, rural and urban context, etc) of target audiences in relation to the development of the various Campaign materials and messages;
- The ability to utilize social media in all its forms and take into account the terms and conditions governing the utilization of these platforms;
- Manage the Warehousing (Red Ribbon Resource Centre), Operations and Distribution of HIV, TB, MCWH and Promotion Healthy Lifestyles, small media and/or IEC materials to end-users;
- Ensure that the Red Ribbon Resource Centre (RRRC) telephone number is popularized in all Campaign materials;
- Ensure that there is return on investment in respect to the implementation of the Campaign; and
- Ability to negotiate rates with Media institutions (Print Houses and Broadcasters) in relation to media buying to ensure that the Campaign enjoys optimum value-add and longevity.

**Social Media**

Social Media platform provides opportunities for the dissemination of information to millions of users. The National Department of Health therefore intends using this platform. The potential service provider must have specialised expertise in the digital field. The service provider must be able to provide the following services:

- 360 degree digital solution to meet the Campaign objectives of the HIV, TB, MCWH and Promotion of Healthy Lifestyles;
- Content production, management and amplification of HIV, TB, MCWH and Promotion of Healthy Lifestyles across all social media platforms;
- Conceptualize, Develop, and Manage a Campaign Website that will interface with Government, National Department of Health and SANAC;
- Monitoring and/or analysis for digital media;
Digital Strategy capabilities including Social Media/email Marketing/SMS/PCM/ and Mobile;
Digital creative and design capabilities including copy origination;
Digital back end capabilities including development and programming in all new media;
Mobile capabilities including app development and campaign origination;
Online media strategy and buying capabilities;
Monitoring methods of campaign success;
Ensure alignment with the National Department of Health’s current digital strategy and technical specifications with a view to improve integration and synergies;
Collaborate with the Communication Agencies providing services to the National Department of Health;
Complement any existing campaigns and initiatives of the National Department of Health on HIV, TB, MCWH and Promotion of Healthy Lifestyles;
Identify new platforms and digital opportunities for the National Department of Health;
Keep abreast of all international digital trends and applying those which could result in increased awareness for the National Department of Health.

4.3 Advocacy, Public Relations and Events Management

The main focus is on a public relations programme, management of major public events including Road shows, Blitz Campaigns and Jamborees, as well as ongoing advocacy, media relations and stakeholder communication. It is highly advisable that the successful service provider should be familiar with the Annual Health Calendar of Events in order to develop specific communication messages that are relevant and up to date. The service provider must be able to provide the following suite of services:

- Plan, manage and oversee the implementation of key commemorative events as set out in the National Health Calendar;
- Mobilize and manage the logistics required for the implementation of key commemorative events;
- Coordinate the planning and implementation of Exhibitions on behalf of the National Department of Health during the National and International Conferences;
- Create and sustain the positive image of the Campaign;
- Provide Branding, IEC and promotional materials during key Government Commemorative Events.

4.4 Community Outreach and Social Mobilisation

Community Outreach is a critical component of any media campaign aimed at mobilising people and communities to act. It provides visible on-the-ground presence for the campaign and its messages. Community Outreach provides a sense of movement and action as people have the opportunity to interact with the campaign on a face-to-face level. This is an effective strategy to garner support and effect behaviour change which is a very labour intensive medium. Service providers should bear in mind that they will be expected to coordinate, implement and monitor community dialogues on relevant HIV, TB, MCHW and Promotion of Healthy Lifestyles issues as mandated by the National Department of Health.
The service provider should provide the following services:

- Activate and manage community action teams that will assist with Door to door, face-to-face information dissemination, and social activations during various phases of the Campaign;
- Organize and mobilize logistics required for the implementation of identified Community Outreach Campaigns as determined by the National Department of Health;
- Organize and mobilize logistics required for the implementation of Community Dialogues on HIV, TB, MCWH and Promotion of Healthy Lifestyles;
- Organize and mobilize the required logistics for the implementation of Social activations targeting hard-to-reach communities such as Farming, Religious, Mining, Informal Settlements, etc;
- Ensure that there are sufficient Branding and IEC materials for the Campaign during the implementation of various Community Outreach Campaigns and Activations.

4.5 Social Marketing

Social marketing recognises that communication is one element within the marketing mix, and products and behaviours, as well as placement and pricing could be equally important to achieving the departmental objectives. It should be emphasised that the service provider will need at all times to consider the product, price, place and promotion in the execution of this campaign. The service provider must ensure the following:

- Market the National Department of Health products (such as Choice Condoms, Anti-Retroviral Therapy (ART) and Fixed-Dose Combination (FDC), Treatment Regimens for NCDs, TB, and MCWH, etc) to end-users taking into account the limited resources and value for money;
- Market the National Department of Health services (such as screening for NCDs and TB, HCT, MMC, PMTCT, Family Planning, MCWH, etc) to end-users taking into account the limited resources and value for money; and
- Ability to negotiate rates with Media institutions (Print Houses and Broadcasters) in relation to media buy to ensure that the Campaign enjoys optimum value-add and longevity.

4.6 Stakeholder Engagement

Stakeholder Engagement and/or participatory practice is increasingly becoming a part of mainstream business practice and central to public policy decision-making and delivery. Engaging stakeholders can be used as a means to improve communications, obtain wider community support or buy-in for projects, gather useful data and ideas enhance public sector or corporate reputation, and provide for more sustainable decision-making.

Under the leadership and guidance of the National Department of Health, the service provider will engage and liaise with diverse partners and stakeholders within the context of strengthening the multi-sectoral response on HIV, TB, MCWH and Promotion of Healthy Lifestyles. Amongst others, these include Government Departments, SANAC, SBCC Agencies, Provinces, Private Sector and civil society.

4.7 Research, Monitoring and Evaluation

An evidence-based approach to the planning, management and evaluation of the campaign must be taken into consideration. A clear and thorough research methodology is to be implemented, as well as the use of coherent monitoring and evaluation processes. Any new
material, strategy and message should be pre-tested with the specific target group before production. The service provider must be able to execute the following:

- Compile and Submit Monthly, and Quarterly Reports (both narrative and financial) to the National Department of Health on the implementation of the Campaign;
- Compile and Submit Annual Reports and Audited financial statements to the National Department of Health by not later than three (03) months after the end of the financial year;
- Research, pre-test, monitor and evaluate messages and materials for target audiences;
- Develop and implement the monitoring system for the Campaign;
- Participate in the relevant Research studies and surveys that seek to improve SBCC interventions.

**Note for information only:** NDOH will subject the campaign to an independent evaluation to assess impact.

5. **SPECIAL BID CONDITIONS**

Joint ventures are permitted. However, one organisation must be appointed as the head agency for the project.

All costs must be in South African currency and inclusive of Value Added Tax.

Prospective service providers must give total costs (all inclusive) for quantities specified.

Bidders should include an Annexure that reflects costs per line item as part of their Budget notes.

**ELIGIBILITY**

5.1 The service provider must be a legal entity operating in South Africa. Proof of registration in South Africa must be provided with the bid.

**CONTRACT**

5.2 The contract for implementing the Bid will be awarded for a period of thirty-six (36) months. The National Department of Health will monitor the implementation of the Bid throughout the term of the Contract.

**NB:** National Department of Health reserves the right not to award this Bid and/or to terminate the Contract anytime if deemed necessary.

**INTELLECTUAL PROPERTY**

5.3 Intellectual property and ownership of all materials and products developed in the execution of the contract will be vested in the National Department of Health.

5.4 Materials and products may not be made available to any unauthorised person or institution or sold for profit without prior written consent from the National Department of Health.

5.5 On completion or termination of the agreement, all materials and products must be handed over to the National Department of Health.

5.6 No media release concerning the Bid, the campaign plan or any other information relating to the Bid, or concerning the award of the Bid may be made by the Service Provider without prior consultation and written approval from the National Department of Health.
5.7 The service provider must solicit written approvals from the National Department of Health in respect to conceptualization, creative, media alerts and advisory, as well as Campaign implementation.

6. REPORTING

The service provider will be expected to provide reports but not limited to the following:

- A work plan within one month following the approval of the Bid based on consultations with the National Department of Health.
- The work plan will be based on a mass media communication and social mobilisation plan including preliminary background research and will be subject to approval by the National Department of Health prior to implementation. The implementation is expected to commence not later than two months after the contract for the Bid has been awarded.
- Monthly and Quarterly reports must be submitted to the National Department of Health. Each and every component of the Campaign should be monitored and evaluated.
- Annual Reports and audited financial statements should be submitted to the National Department of Health not later than three (03) months after the end of the financial year.

III GUIDELINES FOR PROPOSAL SUBMISSION

The information required from External Service Providers is set out below and should be submitted in the order in which it appears.

1. INFORMATION ABOUT THE SERVICE PROVIDER(S)

1.1 Background information to be provided by the agency or agencies and organisations:

1.1.1 Evidence of registration as a South African company, Valid SARS Tax Clearance Certificate (original)
1.1.2 Legal status, company status, date established and Broad Based Black Economic Empowerment (BBB-EE) status
1.1.3 Experience and expertise as well as staffing capacity:

- CVs of key personnel who will work on the campaign. Key personnel refers to individuals who will be directly responsible for the day-to-day management and operations
- Reference to and detailed description of previous work in health including HIV, TB, Maternal, Child and Women’s Health, and Healthy Lifestyle
- Evidence of experience of working within various communities
- Evidence of networks, linkages and access to expertise in related areas
- Experience in communications, mass media and information dissemination and social and behavioural change communication.
- Experience in print, publishing and distribution. Evidence must be submitted with the Bid.
- Experience of communicating sensitive and personal information in an acceptable manner
1.1.4 In line with the Government’s commitment to the growth of SMMEs (Small and Medium Enterprises), the Service Provider, if not an SMME, should demonstrate how it would incorporate services from this sector.
1.1.5 Information demonstrating a sound understanding of the intended target audiences in
South Africa and their context, language, literacy level, culture and tradition, and of differences between rural and urban contexts.

1.1.6 Information demonstrating a sound understanding of media and communications strategies and the theoretical framework of social and behaviour change communication and social mobilisation.

1.1.7 The above should be supported by submission of examples of previous communications and media work, products and materials and a description of how these have been evaluated, with information about the success and impact of previous campaigns.

2. TECHNICAL PROPOSAL

2.1 Service Providers must demonstrate substantial understanding of health and mass media communication and social mobilisation campaigns in existence Bid and how they will bring in their innovation, thus taking the campaign to the next level.

2.2 The technical proposal must describe details of proposed methods for executing the campaign including:

2.2.1 Planning;
2.2.2 Activities and timeframes;
2.2.3 Research;
2.2.4 Target audiences and audience segmentation;
2.2.5 Key themes and messages;
2.2.6 Message development and pre-testing;
2.2.7 Media channels for disseminating messages and products; and
2.2.8 Monitoring, revision and incorporating feedback.

3. MANAGEMENT PROPOSAL

An Integrated and multi-pronged health communication campaign is a programme of substantial complexity and requires a cohesive management governance structure. The service provider needs to ensure the required quality service delivery by including specialists with proven expertise in each management area and the most efficient integrated management processes. Furthermore the management team should ensure sufficient operational capacity in order to deliver on the implementation objectives within the agreed-upon timelines.

The Governance and Management structure and processes are key ingredients to risk management and should inspire confidence amongst the stakeholders that their requirements are being addressed in a responsible, controlled and effective manner and within the mandate and constraints of the programme. A sound operational infrastructure is required with appropriate systems, procedures and financial controls. An independent Financial Management function is required to provide appropriate financial controls and processes and procedures to ensure that funds are spent on authorised, budgeted and quality deliverables. The service provider must solicit the services of a reputable Audit Firm for the duration of the contract.

3.1 This section requires information about management structures and processes including:

3.1.1 Proposed structure and relationship;
3.1.2 Proposed roles in the implementation of each section in the agency or organisation;
3.1.3 Responsibility for Campaign management, co-ordination, liaison with the Cluster HIV and AIDS, and STIs, and SANAC, financial reporting and accountability, monitoring and evaluation;

3.1.4 Proposed methods of interaction with the HIV, AIDS, and STI Cluster, as well as other stakeholders including SANAC;

3.1.5 Proposed methods for reporting

4. FINANCIAL PROPOSAL

A detailed Budget should be submitted with the Bid. The final budget will be discussed with the appointed service provider. However, cost, value for money and efficiency will be major considerations in the adjudication of Bid proposals.

**Please note:** Not more than 35% of the total budget should be spent on management and overhead costs. This amount represents the management fee for overall management of all campaign activities. This includes direct work supervision by senior managers and covers all costs for hours worked, financial management, travelling, office, vehicles and equipment, all administrative support staff, telecommunications and IT services.

The payments for the Campaign will be made on submission of valid Invoices. This implies that the National Department of Health will not be in a position to grant advance payments to the successful service provider.

4.1 This section should include detailed financial and budget information and proposals for financial management of the Campaign, including:

4.1.1 Information about financial status of the agency or organisation

4.1.2 Information regarding capacity to manage the budget, channelling of funds to other organisations and accounting procedures

4.1.3 Proposed methods for financial management and accounting procedures

4.1.4 Budgets for each component and for each proposed area of activity, including daily rates and fees, and production costs

4.1.5 Billing terms: the **% of the budget that will be utilised for media commission and production mark-up.** Consideration will be given to working on a fee basis. Agreements with media suppliers and production agencies that reflect discounts or added value would be advantageous.

This section also need to specify which professional and independent company will be appointed to be responsible for ensuring sound financial governance for the duration of the Campaign.

**Please note:** This section of the Bid Specification is limited to the prospective bidder providing assurance that the company has transparent, effective and efficient internal financial management systems that will allow reasonable verification of expenditure through monitoring by the Department. This section should be understood as the prospective bidder being the one providing assurance and not the third party. It is therefore, not a requirement that the prospective bidder should appoint a company to execute this function, if reasonable financial capacity exists within.
5. REFERENCES

5.1 At least three contactable references must be submitted, of which at least one should reflect extensive experience in the execution of health mass media communication and social mobilisation campaigns.
IV. APPLICATION AND ADJUDICATION PROCESS

1. For further enquiries, please contact Mr Mxolisi Zondi on zondim@health.gov.za or (012) 395 9091 and/or Mr Refilwe Shuping on shupir@health.gov.za or (012) 395 9094 during business hours.

2. A compulsory briefing session will be held on 18 March 2015 at 11:00 in Impilo, Civitas Building, Cnr Thabo Sehume and Struben Street, Pretoria.

3. Each Service Provider must provide two (02) copies including an original of their Bid proposal. The Bid document pages should be clearly numbered.

4. Proposals must meet the general conditions described in the Bid document and according to the format in Section III. The adjudication process will include assessment of proposed management structures, proposed financial management, accountability and financial reporting systems.

   Bid proposals will be evaluated by an adjudication panel consisting of representatives from relevant Clusters within the Department of Health and Communication experts.

5. The adjudication process will be based on the criteria indicated in Annexure A and will be done in phases.

6. The 90/10 preference points system will apply.

   PHASE 1: Short listing

   All Bids will be evaluated according to the technical evaluation criteria as indicated in ANNEXURE A.

   Only Bidders who obtain a minimum of 60% will be considered for Phase 2

   PHASE 2: Presentations by the short-listed Bidders

   Bidders who obtained a minimum of 60% on functionality will be invited to make a presentation to the Bid Evaluation Committee.

   NB: Prospective Bidders should note that Presentations will be scored by the Committee.

   Bidders will incur their own transport and other logistics costs.

   PHASE 3: Pricing and Broad Based Black Economic Empowerment (BBB-EE)

   Bidders who have achieved 60% or more on Phase 1 will be evaluated using Pricing as well as BBB-EE Status.
## ANNEXURE A

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<td><strong>TOTAL</strong></td>
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I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed 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 the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens.
I/we understand that bank details provided should be exactly as per the records held by the bank.
I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

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<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Initials</td>
</tr>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>Surname</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Address</td>
</tr>
<tr>
<td>( Compulsory if Supplier )</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ New Supplier information</td>
</tr>
<tr>
<td>☐ Update Supplier information</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Individual</td>
</tr>
<tr>
<td>☐ Department</td>
</tr>
<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Other (Specify)</td>
</tr>
</tbody>
</table>

| 63 of 64 |
| Department Number |
**Supplier Account Details**

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

<table>
<thead>
<tr>
<th>Account Name</th>
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<table>
<thead>
<tr>
<th>Account Number</th>
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<table>
<thead>
<tr>
<th>Branch Name</th>
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</table>

<table>
<thead>
<tr>
<th>Branch Number</th>
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<table>
<thead>
<tr>
<th>Account Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheque Account</td>
<td></td>
</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
<td></td>
</tr>
<tr>
<td>Bond Account</td>
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</tr>
<tr>
<td>Other (Please Specify)</td>
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<table>
<thead>
<tr>
<th>ID Number</th>
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<table>
<thead>
<tr>
<th>Passport Number</th>
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<table>
<thead>
<tr>
<th>Company Registration Number</th>
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</table>

*CC Registration

*Please include CC/CK where applicable

<table>
<thead>
<tr>
<th>Practise Number</th>
<th></th>
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</table>

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

**ABSA-CIF screen**

**FNB-Hogans system on the CIS4**

**STD Bank-Look-up-screen**

**Nedbank- Banking Platform under the Client Details Tab**

### Contact Details

<table>
<thead>
<tr>
<th>Business</th>
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<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
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</table>

<table>
<thead>
<tr>
<th>Home</th>
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</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
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<table>
<thead>
<tr>
<th>Fax</th>
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</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Fax Number</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Cell</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Cell Code</th>
<th>Cell Number</th>
<th></th>
</tr>
</thead>
</table>

Email Address

Contact Person:

---

**Supplier Signature**

**Regional Office Sender**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Print Name</th>
</tr>
</thead>
</table>

**Date (dd/mm/yyyy)**

**NB: All relevant fields must be completed**