



**PROVINSIALE TESOURIE •  
PROVINCIAL TREASURY •  
UNONDYEBO WEPHONDO**



**HOOFDIREKTORAAT: BATEBESTUUR  
CHIEF DIRECTORATE: ASSET MANAGEMENT**

Verwysing  
Reference T16/6/1/2  
Isalathiso

Navrae Z Nocanda  
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Imibuzo E: znocanda@pgwc.gov.za

*Original*

**TREASURY CIRCULAR NO: 58/2009**

THE ACCOUNTING OFFICER: VOTE 1: PREMIER (ADV B GERBER)  
THE ACCOUNTING OFFICER: VOTE 2: PROVINCIAL PARLIAMENT (MR P WILLIAMS)  
THE ACCOUNTING OFFICER: VOTE 3: PROVINCIAL TREASURY (DR JC STEGMANN)  
THE ACCOUNTING OFFICER: VOTE 4: COMMUNITY SAFETY (DR GA LAWRENCE)  
THE ACCOUNTING OFFICER: VOTE 5: EDUCATION (MR RB SWARTZ)  
THE ACCOUNTING OFFICER: VOTE 6: HEALTH (PROF KG HOUSEHAM)  
THE ACCOUNTING OFFICER: VOTE 7: SOCIAL DEVELOPMENT (MS K LUBELWANA)  
THE ACCOUNTING OFFICER: VOTE 8: LOCAL GOVERNMENT AND HOUSING (MR DP DANIELS) (ACTING)  
THE ACCOUNTING OFFICER: VOTE 9: ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING (MR R ELLIS) (ACTING)  
THE ACCOUNTING OFFICER: VOTE 10: TRANSPORT AND PUBLIC WORKS (MR J FOURIE) (ACTING)  
THE ACCOUNTING OFFICER: VOTE 11: AGRICULTURE (MS J ISAACS)  
THE ACCOUNTING OFFICER: VOTE 12: ECONOMIC DEVELOPMENT AND TOURISM (MR B ROBERTS)  
THE ACCOUNTING OFFICER: VOTE 13: CULTURAL AFFAIRS AND SPORT (MR B WALTERS) (ACTING)

THE CHIEF FINANCIAL OFFICER: VOTE 1: PREMIER (MR P O'BRIAN) (ACTING)  
THE CHIEF FINANCIAL OFFICER: VOTE 2: PROVINCIAL PARLIAMENT (MS A SMIT)  
THE CHIEF FINANCIAL OFFICER: VOTE 3: PROVINCIAL TREASURY (MR A GILDENHUYS)  
THE CHIEF FINANCIAL OFFICER: VOTE 4: COMMUNITY SAFETY (MR M FRIZLAR)  
THE CHIEF FINANCIAL OFFICER: VOTE 5: EDUCATION (MR L ELY)  
THE CHIEF FINANCIAL OFFICER: VOTE 6: HEALTH (MR A VAN NIEKERK)  
THE CHIEF FINANCIAL OFFICER: VOTE 7: SOCIAL DEVELOPMENT (MR JO SMITH)  
THE CHIEF FINANCIAL OFFICER: VOTE 8: LOCAL GOVERNMENT AND HOUSING (MR D BASSON)  
THE CHIEF FINANCIAL OFFICER: VOTE 9: ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING (MR AA GAFFOOR)  
THE CHIEF FINANCIAL OFFICER: VOTE 10: TRANSPORT AND PUBLIC WORKS (MR CR ISMAY)  
THE CHIEF FINANCIAL OFFICER: VOTE 11: AGRICULTURE (MR F HUYSAMER)  
THE CHIEF FINANCIAL OFFICER: VOTE 12: ECONOMIC DEVELOPMENT AND TOURISM (MS M ABRAHAMS)  
THE CHIEF FINANCIAL OFFICER: VOTE 13: CULTURAL AFFAIRS AND SPORT (MS B RUTGERS)

THE SUPPLY CHAIN MANAGER: VOTE 1: PREMIER (MS A STASSEN)  
THE SUPPLY CHAIN MANAGER: VOTE 3: PROVINCIAL TREASURY (MR A SEAL)  
THE SUPPLY CHAIN MANAGER: VOTE 4: COMMUNITY SAFETY (MS E ISAACS)  
THE SUPPLY CHAIN MANAGER: VOTE 5: EDUCATION (MR RL AFRICA)  
THE SUPPLY CHAIN MANAGER: VOTE 6: HEALTH (MR I SMITH)  
THE SUPPLY CHAIN MANAGER: VOTE 7: SOCIAL DEVELOPMENT (MS P MABHOKWANA)  
THE SUPPLY CHAIN MANAGER: VOTE 8: LOCAL GOVERNMENT AND HOUSING (MS L NEL)  
THE SUPPLY CHAIN MANAGER: VOTE 9: ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING (MR W PHASWANE)  
THE SUPPLY CHAIN MANAGER: VOTE 10: TRANSPORT AND PUBLIC WORKS (ADV. C. MENTOR)  
THE SUPPLY CHAIN MANAGER: VOTE 11: AGRICULTURE (MS M VAN BRED A)  
THE SUPPLY CHAIN MANAGER: VOTE 12: ECONOMIC DEVELOPMENT AND TOURISM (Robert Le Breton)

THE HUMAN RESOURCE MANAGER: VOTE 1: PREMIER (MR SOUTHGATE)  
THE HUMAN RESOURCE MANAGER: VOTE 2: PROVINCIAL PARLIAMENT (MS S FOUCHE)  
THE HUMAN RESOURCE MANAGER: VOTE 3: PROVINCIAL TREASURY (MS P PIEDT)  
THE HUMAN RESOURCE MANAGER: VOTE 4: COMMUNITY SAFETY (B CAGA)  
THE HUMAN RESOURCE MANAGER: VOTE 5: EDUCATION (T MATSELISO)  
THE HUMAN RESOURCE MANAGER: VOTE 6: HEALTH (MS B ARRIES)  
THE HUMAN RESOURCE MANAGER: VOTE 7: SOCIAL DEVELOPMENT (MR N LUKHAI)  
THE HUMAN RESOURCE MANAGER: VOTE 8: LOCAL GOVERNMENT AND HOUSING (MR G ERASMUS)  
THE HUMAN RESOURCE MANAGER: VOTE 9: ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING (MR I CAROLUS)  
THE HUMAN RESOURCE MANAGER: VOTE 10: TRANSPORT AND PUBLIC WORKS (MR S NTONTELA)  
THE HUMAN RESOURCE MANAGER: VOTE 11: AGRICULTURE (MS R WENTZEL)  
THE HUMAN RESOURCE MANAGER: VOTE 12: ECONOMIC DEVELOPMENT AND TOURISM (MS E OLIVIER)  
THE HUMAN RESOURCE MANAGER: VOTE 13: CULTURAL AFFAIRS AND SPORT (MR S JULIES)

## **RENDERING OF ADVERTISING AND HR VALUE ADDING SERVICES TRANSVERSAL CONTRACT**

### **1. PURPOSE**

The purpose of this document is to inform all the Provincial Government Departments of the new Advertising and HR Value Adding Services Transversal Contract.

### **2. BACKGROUND**

- 2.1 A transversal contract was arranged by the Provincial Treasury to provide cost effective management of the Advertising Services for the Provincial Government of the Western Cape. This contract was awarded to JobVest (Pty) Ltd and expired on 31 July 2009.
- 2.2 The bid process for the new contract was arranged and the bid was advertised on 8 May 2009 and closed on 29 May 2009.
- 2.3 The evaluation of the bid took place on 3 July 2009, 9 July 2009 and 13 July 2009 respectively.
- 2.4 On 11 August 2009 the Provincial Bid Adjudication Committee convened and after scrutinizing the evaluation report, supported the recommendation that the bid for rendering the Advertising Services be awarded to Human Communications Pty Ltd and the bid for rendering of HR Value adding services be awarded to Ayanda Mabanga Communications.
- 2.5 All the departments' Accounting Officers ratified the Provincial Bid Adjudication Committee's recommendations on 21 August 2009.

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- 2.5 All the departments' Accounting Officers ratified the Provincial Bid Adjudication Committee's recommendations on 21 August 2009.

### 3. REQUEST

3.1 It is requested that all the departments utilise this transversal contract for the procurement of Advertising and HR Value adding services as from 1 October 2009. The bid specifications as well as the suppliers' contact details are attached as Annexure A.

3.2 The cost of the services is as follows:

#### 3.1 Advertising Services

Human Communications will offer the PGWC a 16, 4% rebate on full media cost on recruitment advertising, procurement advertising and government notices.

#### 3.2 HR Value Adding Services

Ayanda Mbanga's price breakdown is as follows:

Service	Price per CV\Per Person
Collate CV's, summaries & submit	R 20.00
Collate CV's, screen summaries in categories of suitability & submit	R 20.00
Verification of scholastic and tertiary qualifications	R 57.50
Verification of ID citizenship	R 18.00
Verification of drivers licence	R 32.00
Reference checking	R 10.00
Criminal record checking	R 48.00
Financial/asset record checking	R 52.00

3.3 A Service Level Agreement has been concluded and will be forwarded to the departments in due course.

3.4 For further enquiries, please contact Zukiswa Nocanda on 021 483 8456.

Senior Manager: Movable Asset Management

Date: 25/09/2009

## SERVICE PROVIDERS' CONTACT DETAILS

COMPANY	CONTACT PERSON	CONTACT DETAILS
Human Communications (Pty) Ltd	Ms Karen Farrel	Address: 134 Victoria Junction Prestwhich Street, Greenpoint  Tel: (021) 421 9202 Cell: 083 440 1297 Fax: 086 537 6309 Email: cape@humancommunications.co.za
Ayanda Mbanga Communications (Pty) Ltd	Ms Kaya Nyathi	Address: The Foundry, Ebenezer Road, Green Point  Tel: 021 413 7518 Cell: 082 990 8446 Fax: 021 425 7543 Email: kaya.nyathi@ct.am.comms.co.za

## FINANCIAL SCHEDULE

Please complete the following price schedule:

<b>IMPORTANT:</b> This form must be completed in full			Bid no:
Name of Bidder: <i>HUMAN COMMUNICATIONS</i>			Page no 1 of 3
Offer valid for:			
ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN S.A CURRENCY MUST BE INCLUSIVE OF VAT
1. Advertising	1	% of rebate on full media cost that the bidder is prepared to share with the PGWC.	<i>16.4%</i>
2. Response handling	Per CV	Collate CV's, summarise and submit.	<i>R233-50</i>
	Per CV	Collate CV's, screen, summarise in categories of suitability and submit.	<i>R258-00</i>
2.1 Verification and forensic checking	Per person	<del>Psychometric assessments</del>	
	Per person	<del>Competency based assessments</del>	
	Per person	Verification of scholastic and tertiary qualifications,	<i>R125-00</i>
	Per person	Verification of ID citizenship,	<i>R123-00</i>
	Per person	Verification of drivers licence,	<i>R48-28</i>
	Per person	Reference checking,	<i>R250-00</i>
	Per person	Criminal record checking	<i>R58-20</i>
	Per person	Financial/asset record checking	<i>R39-10</i>

- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- 2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

~~Index..... Dated..... Index..... Dated..... Index..... Dated.....~~  
~~Index..... Dated..... Index..... Dated..... Index..... Dated.....~~

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

N/A

*[Handwritten signature and stamp]*



### Furnishing of information

**6.2.16.3.1 - The extent to which the Service Provider is prepared to share commission must be indicated as a percentage rebate on full media cost.**

Human Communications offer the Provincial Government of the Western Cape a **16.4%** discount on the full media rate.

Human Communications as an accredited advertising agency is entitled to a 16.5% commission from the media owners, we will give 99% of this back to the Western Cape Province by means of a 16.4% discount on the full media rates.

We will not charge for production, typesetting or layout or final material and will also not charge for translating adverts into any of the official languages.

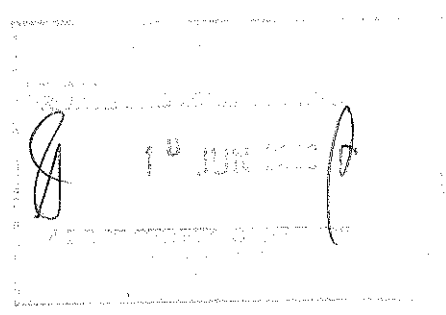
The complete service therefore includes:

- Copywriting
- Editing and proofreading
- Layout and design
- Media booking
- Production of final material
- Despatch to relevant media.

Media rates are subject to an annual rate increase, by media owners. The above discount is subject to the settlement of invoices on a strict 30 days from statement basis.

**6.2.16.3.2 - Examples of advertisements must be compiled and detailed accounts prepared. Details in Annexure B must be compiled into advertisements for placement in the media in accordance with the instructions indicated**

Please see the sample adverts and detailed quotation and invoices on the next page.





### FINANCIAL SCHEDULE

Please complete the following price schedule:

<b>IMPORTANT:</b> This form must be completed in full			Bid no:
Name of Bidder: <b>AYANDA MBANGA</b>			Page no 1 of 3
Offer valid for:			
ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN S.A CURRENCY MUST BE INCLUSIVE OF VAT
1. Advertising	1	% of rebate on full media cost that the bidder is prepared to share with the PGWC.	16%
2. Response handling	Per CV	Collate CV's, summarise and submit.	R20.00
	Per CV	Collate CV's, screen, summarise in categories of suitability and submit.	R20.00
2.1 Verification and forensic checking	Per person	Psychometric assessments	based } EXEMPTED AS PER BRIEFING OF 22/05/09
	Per person	Competency assessments	
	Per person	Verification of scholastic and tertiary qualifications,	R35.00 (local) R80.00 (international)
	Per person	Verification of ID citizenship,	R48.00
	Per person	Verification of drivers licence,	R32.00
	Per person	Reference checking,	R10.00
	Per person	Criminal record checking	R48.00
	Per person	Financial/asset record checking	R52.00

- Does offer comply with specification?
- If not to specification, indicate deviation(s)
- Period required for delivery

YES  NO

...Not applicable...

12 hours

PROVINCIAL TREASURY  
 WESTERN CAPE  
 PRIVATE BAG X9165, CAPE TOWN C.  
 12 JUN 2009  
 4 CORP STREET, CAPE TOWN 800

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- 2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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- D1, D2.. = Each factor of the bid price eg labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
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3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....  
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

PROVINCE OF  
 WESTERN CAPE  
 PRIVATE BAG X9165, CAPE TOWN  
 12 JUN 2009  
 4 DORP STREET, CAPE TOWN  
 MUNICIPAL MANAGER

**FINANCIAL SCHEDULE**

Please complete the following price schedule:

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Name of Bidder: <i>HUMAN COMMUNICATIONS</i>			Page no 1 of 3
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1. Advertising	1	% of rebate on full media cost that the bidder is prepared to share with the PGWC.	16.4%
2. Response handling	Per CV	Collate CV's, summarise and submit.	R33-50
	Per CV	Collate CV's, screen, summarise in categories of suitability and submit.	R58-00
2.1 Verification and forensic checking	Per person	<del>Psychometric assessments</del>	
	Per person	<del>Competency based assessments</del>	
	Per person	Verification of scholastic and tertiary qualifications,	R125-00
	Per person	Verification of ID citizenship,	R123-00
	Per person	Verification of drivers licence,	R48-28
	Per person	Reference checking,	R250-00
	Per person	Criminal record checking	R58-20
	Per person	Financial/asset record checking	R39-10

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~~Index..... Dated..... Index..... Dated..... Index..... Dated.....~~

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FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

10 JUN 2003  
 4 DODD STREET, CAPE TOWN 8001  
 FURNISHED BY



### Furnishing of information

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Human Communications as an accredited advertising agency is entitled to a 16.5% commission from the media owners, we will give 99% of this back to the Western Cape Province by means of a 16.4% discount on the full media rates.

We will not charge for production, typesetting or layout or final material and will also not charge for translating adverts into any of the official languages.

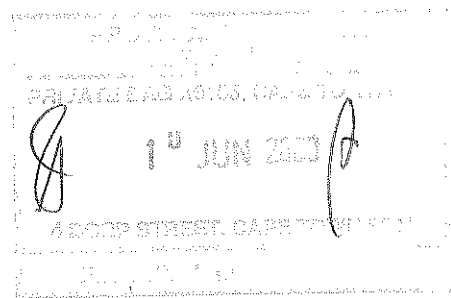
The complete service therefore includes:

- Copywriting
- Editing and proofreading
- Layout and design
- Media booking
- Production of final material
- Despatch to relevant media.

Media rates are subject to an annual rate increase, by media owners. The above discount is subject to the settlement of invoices on a strict 30 days from statement basis.

**6.2.16.3.2 - Examples of advertisements must be compiled and detailed accounts prepared. Details in Annexure B must be compiled into advertisements for placement in the media in accordance with the instructions indicated**

Please see the sample adverts and detailed quotation and invoices on the next page.



**BID NO. PAWCFIN 01/2009/10**

**TERMS OF REFERENCE FOR THE**

**RENDERING**

**OF ADVERTISING AND OPTIONAL HR VALUE ADDING SERVICES TO**

**THE**

**PROVINCIAL GOVERNMENT OF THE WESTERN CAPE**

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3. ADVERTISING
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6. SPECIAL CONDITIONS OF CONTRACT
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8. REQUIRED DOCUMENTATION

**SCOPE OF WORK****RENDERING OF ADVERTISING SERVICES AND OPTIONAL  
HR VALUE ADDING SERVICES TO THE WESTERN CAPE  
PROVINCIAL GOVERNMENT****1. INTRODUCTION/BACKGROUND**

- 1.1 Public sector procurement is a substantive component of the South African macro-economy, in terms of consumption as well as investment spending. In realising socio-economic objectives, Government has asserted that public sector procurement can be profitably used as a tool to contribute to the achievement of economic development objectives.
- 1.2 Accordingly, a legislative and policy framework which includes but not limited to the Constitution of the Republic of South Africa (Act 108 of 1996), Public Finance Management Act (No1 of 999), Preferential Procurement Policy Framework Act (No 5 of 2000) and Employment Equity Act (No 55 of 1998) has been put in place to achieve this. In the Western Cape, the importance of the introduction of preferential procurement is underlined by the Strategic Framework for Policy Formulation set by the Provincial Cabinet in December 2001, and has been activated through the introduction of a comprehensive Preferential Procurement Policy in 2002.
- 1.3 Advertising is one of the commodities that have been identified as a significant growing expenditure. The expenditure on recruitment advertising for the PGWC in September 2007 to December 2008 was R61, 082, 814, 74 while the expenditure on advertising other than recruitment amounted to R13, 141, 448, 22. Human Resources (HR) value adding services amounted to R4, 664, 886, 69.
- 1.4 The Provincial Government of the Western Cape (PGWC) has agreed to call for bids to arrange the advertising and HR value adding services.



COMMENTS  
COMPLY/DO NOT  
COMPLY

**2. TERMS OF REFERENCE FOR THE RENDERING OF ADVERTISING SERVICES AND OPTIONAL HR VALUE ADDING SERVICES TO THE PROVINCIAL GOVERNMENT OF THE WESTERN CAPE**

2.1 The purpose of this bid is to render advertising services and provide optional HR value adding services in respect of recruitment advertising to the twelve (12) Provincial Government Departments of the Western Cape and the Provincial Parliament (hereafter referred to as departments) over a period of three years.

2.2 This bid consist of two items namely:

2.2.1 Item 1: Advertising services that include:

2.2.1.1 Recruitment advertising

2.2.1.2 Procurement advertisements

2.2.1.3 Government notices

2.2.2 Item 2: Optional HR value adding services in respect of recruitment advertising which include:

2.2.2.1 Response handling management (screening and long listing).

2.2.2.2 Verification and forensic checking.

2.2.2.3 Item 2 will be a single item award, for the purpose of this bid, single item award means the award of sub items (2.2.2.1 and 2.2.2.2) collectively.

2.3 The Service Provider may quote for any one or both of the items outlined in 2.2.1 and 2.2.2 above.

2.4 The PGWC reserves the right to award the bid in whole (item 1 & 2) to one Service Provider or in part to more than one Service Provider, whichever option will be beneficial to the PGWC.

**3. ITEM 1: ADVERTISING**

3.1 The following services must be provided in respect of advertising:

3.1.1 Typesetting, make-up and desktop publishing of advertisements in three of the official languages of the Western Cape, namely English, Afrikaans, and isiXhosa for insertion in newspapers, magazines and/or any other media.

**COMMENTS  
COMPLY/DO NOT  
COMPLY**

- 3.1.2 Assist with the compilation, editing and/or rewriting of advertisements.
- 3.1.3 Confirm the placement of advertisements.
- 3.1.4 Translation service into the three official languages of the Western Cape Province.
- 3.1.5 Copywriting.
- 3.1.6 Provide sufficient information and economise where possible on space thereby reducing cost.
- 3.1.7 Advise on the best external media advertising option based on market research.
- 3.1.8 Administration and placement of advertisements in the media received from the authorised official of any department.
- 3.1.9 Electronically delivering final material for placement, in the format required to the selected media.

**4. ITEM 2: HR VALUE ADDING SERVICES IN RESPECT OF RECRUITMENT ADVERTISING**

**4.1 Response handling**

The Service Provider shall receive applications by post or collect from individual user departments and rank the applications in categories A to C, A would mean that the applicant meets most or all criteria, B would mean meets some criteria and C would mean unsuitable.

**4.2 Verification and Forensic Checking**

- 4.2.1 The Service Provider shall be required to verify scholastic and tertiary qualifications, Identification or citizenship, driver's license, reference checking, credit record, criminal record, and previous employment history and any other aspect required by a department.
- 4.2.2 The Service Provider shall handle the process and information with confidentiality.

**5. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are attached as Annexure A. The Special Conditions are outlined below and will override any part or section in the General Conditions of Contract that differs from the special conditions.

**6. SPECIAL CONDITIONS OF CONTRACT**

**6.2.1 Conditions applicable to bid documentation submission for both Advertising Services and HR Value Adding Services**

6.2.1.1 Any additional information upon request must be submitted in writing within five working days of receipt of enquiry.

6.2.1.2 The short listed Service Providers may be expected to make presentations on the advertising service to be rendered.

6.2.1.3 Service level agreements must be negotiated and concluded with the PGWC within three months after the bid award.

6.2.1.4 The Service Provider must have a fully functional regional office in the Cape Metropole.

**6.2.2 Execution of Contract**

6.2.2.1 The Service Provider must at the request of the authorised official of any Department of the PGWC, for the duration of the Contract, arrange in capacity as principal, for the placing of any advertisements in the media agreed upon with the relevant department in accordance with the relevant PGWC policy guidelines.

6.2.2.2 The Service Provider's services shall at all times be available to the PGWC.

**6.2.3 Estimated Expenditure**

This bid is for the placing of advertisements contemplated in paragraph 2.2.1, optional HR value adding services contemplated in paragraph 2.2.2 and the amount of which may be expended will be directly related to the number of advertisements required, the selection of media, size of the advertisement and value adding services required.

**6.2.4 Consultation with the PGWC**

6.2.4.1 The Service Provider must immediately upon receipt of notification of the acceptance of its bid arrange for consultation with the Provincial Treasury regarding the relevant policies and manner of advertising, (including the setting out of group/block advertisements, the media of advertising, the tariffs of the relevant media, provisions to regulate the general and specific or final

**COMMENTS  
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approval of advertisements by the PGWC), in other words, the entire modus operandi as far as liaison between the Service Provider and the PGWC is concerned (inclusive of the prescribed requirements for deviations from the policy), as well as the operational management requirements from the PGWC. These aspects must be finalised in the service level agreement.

6.2.5 Acceptance of advertisements by media and final approval by the PGWC.

6.2.5.1 All advertisements shall be subject to acceptance by the media.

6.2.5.2 The Service Provider shall be responsible to check all placed advertisements for quality and correctness.

6.2.5.3 Should a medium fail to place an advertisement on the stipulated date or if it is placed incorrectly, the conditions of clause 6.2.9 shall apply.

6.2.5.4 Payment shall not be made for an incorrectly placed advertisement, incorrect wording, non-compliance to the policy guidelines or copy being unauthorised, which will be for the account of the Service Provider.

6.2.6 Cancellation and amendment of advertisements by PGWC

Advertisements may be cancelled or amended by the PGWC within the booking deadline applicable to a specific medium.

6.2.7 Art work, translation, type setting and provision of final copy for printing

6.2.7.1 The Service Provider shall arrange, where required, for artwork, translation to and from any of the three official languages of the Western Cape Province, type setting and final copy for printing.

6.2.7.2 The workmanship and quality must be of a high standard. The Service Provider shall be entitled to remuneration for such work as specified within the bid quotation.

6.2.7.3 All material required by the Service Provider in connection with artwork, which has been paid for by the PGWC shall remain the property of the PGWC. Advertising materials and creative properties bought by the PGWC will become its sole property.

6.2.7.4 Future copyright in all advertising material and artwork in terms of this agreement will vest in the PGWC in terms of section 5 of the Copyright Act, 1978 (Act 98 of 1978). The Service Provider shall procure, from all sub-contractors used by the Service Provider an assignment to the PGWC of copyright and other rights in materials bought by the PGWC and created by those sub-contractors.

6.2.7.5 To reduce costs and economise on space, all advertisements must be combined to fit in the minimum required space. Only when the PGWC submits advertisements late for placement, the Service Provider will be allowed to place advertisements on other pages where space is sufficient.

6.2.8 Rates paid for advertisements

6.2.8.1 The Service Provider must at all times secure the most advantageous rates for the benefit of the PGWC and disclose the standard and discounted rates.

6.2.8.2 The PGWC must be informed in writing of any tariff increases.

6.2.9 Advertisements not published or cancelled

Should any advertisement not appear on the stipulated date in the media agreed upon due to circumstances, which the Service Provider can prove to be beyond its control, the Service Provider will not be held liable, but will be expected to submit alternative dates for publication or alternatively such an advertisement may be cancelled with the approval of the PGWC.

6.2.10 Stoppages of work from causes beyond the control of the Service Provider

6.2.10.1 In the event of the Service Provider being unable to meet its obligations under this contract through circumstances which the PGWC accepts to be beyond the control of the Service Provider, PGWC shall have the right to approach any other Service Provider to do the work in which event the Service Provider shall do everything in its power to ensure the success of the advertising, and it shall surrender all production material as may be in its possession.

6.2.10.2 The Service Provider by failing to provide such facility and to surrender production material shall be liable for any loss incurred thereby. The Service Provider shall also be liable to make good the value of any documents or production material, which may be lost, damaged or destroyed. This clause should not be interpreted to, in any way, prejudice the PGWC's right to act in accordance with clause 6.2.11.

6.2.11 Penalty

For delays in the placement of advertisements as well as incorrect text the Service Provider shall subject to clauses 6.2.6, 6.2.9 and 6.2.10 pay the PGWC a sum equivalent to 10% of the cost of the advertisement as penalty for mal-performance.

COMMENTS  
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6.2.12 Determination of media

6.2.12.1 All advertisements under the Contract will appear in the media agreed upon in consultation with the PGWC and as stipulated in the relevant policies.

6.2.12.2 The PGWC reserves the right to use any other media sources for its advertising needs should it be deemed necessary.

6.2.13 Submission of accounts

6.2.13.1 In capacity as principal, the Service Provider shall be liable for payment to the media for placement of advertisements. Payment will be reimbursed on the production of the original paid accounts from the media.

6.2.13.2 Detailed accounts shall be rendered monthly to individual departments with the distinct understanding that the final accounts for a contract period shall be submitted on or before the end of the final month. In case of bulk advertisements costs must be specified per department or component on the invoice.

6.2.13.3 The Service Provider shall provide a pro-forma invoice prior to placing the advertisement.

6.2.13.3 The Service Provider shall provide a complete breakdown of all costs related to the advertisement prior to the placement of any advertisement.

6.2.13.4 The Service Provider must submit, with its advertising accounts, certified copies of invoices from firms with whom the Service Provider contracted in fulfillment of its obligation under this contract. The account must set out clearly and separately, the basic producing cost price (setting and make-up) and any other charges relating to amendments and resets raised in respect of production costs, as provided for in this contract. The Service Provider shall certify that the details on the invoices are correct and that the services were requested and rendered.

6.2.13.5 Full particulars of cancellations and of advertisements that did not appear as ordered, shall be given on the relevant invoice or as a credit note.

6.2.13.6 Enquiries on accounts already submitted for payment must be dealt with within 5 working days otherwise the accounts will be returned for amendments / corrections.

6.2.13.6 Invoices will be paid within 30 days from the date of receipt of the invoice, subject to 6.2.13.5 above.

6.2.14 Campaigns

Nothing contained in this contract shall prohibit the PGWC from making use of any other Service Provider(s) for any advertisement in respect of special interventions.

6.2.15 Membership to trade associations and or bodies

It is expected that Service Providers are members and or associated members to key trade associations and regulatory bodies.

6.2.16 Furnishing of information

6.2.16.1 The Service Provider shall provide a monthly media expenditure analysis entailing a breakdown of expenditure per department to the Provincial Treasury.

6.2.16.2 The Service Provider shall provide any other information as reasonably requested by the PGWC.

6.2.16.3 Bids must be in the form of a memorandum in which the bidders must in general terms give reasons why they would be able to execute the contract to the satisfaction of the PGWC and the following aspects will have to be addressed in particular:

6.2.16.3.1 The extent to which the Service Provider is prepared to share commission must be indicated as a percentage rebate on full media cost.

6.2.16.3.2 Examples of advertisements must be compiled and specified detailed accounts prepared. Details reflected in Annexure B must be compiled into advertisements for placement in the media in accordance with the instructions indicated.

6.2.16.3.3 An example of a quotation for setting and make-up must be furnished.

6.2.16.3.4 A breakdown of services or assistance the bidder can render and a detailed pricing structure.

6.2.16.3.5 Similar advertisements handled by the Service Provider. Copies of the most recent such advertisements, ten at most, must be submitted together with client references.

6.2.16.3.6 Actual "Accounts" handled by the Service Provider.

COMMENTS  
COMPLY/DONT  
COMPLY

6.2.16.3.7 The CV of the Accounts Executive, who will be responsible for the PGWC account.

6.2.16.3.8 Whether Service Provider's copywriters are able to draw up advertisements in English, Afrikaans and isiXhosa.

6.2.16.3.9 Whether the Service Provider and or its employees are members of an association(s) of practitioners in advertising. If so, name the association(s).

6.2.16.3.10 Street address of headquarters.

6.2.16.3.11 Street address of regional office.

6.2.16.3.12 Street address of unit handling the PGWC account.

6.2.16.3.13 Bidders are encouraged to form joint ventures with enterprises that are owned and managed by emerging suppliers or SMME. The joint venture agreement must be submitted with the bid document and must be valid for the full period of the contract.

6.2.17 The Bidder acknowledges that in the event of its bid being accepted -

6.2.17.1 Its remuneration for attending to and placing of the advertisements will be derived from commission (or that part of commission which is not conceded to the PGWC in terms of the bid conditions), payable to it by the media used. (Refer clauses 6.2.5, 6.2.6 and 6.2.8); and

6.2.17.2 It shall, subject to the conditions contained in clauses 6.2.14 and 6.2.15, be reimbursed for production costs concerning the preparation of copy, which shall include the following: -

6.2.17.3 Art work, translations, type setting, supplying final copies for printing, postage, airfreight and carriage paid (Refer also to clauses 6.2.7 and 6.2.13.2).

6.2.17.4 Its remuneration for optional HR value adding service in respect of recruitment advertising will be derived from the value adding services offered.

6.2.18 Compulsory Information Session

A compulsory information session will be held for all prospective Service Providers. It is a requirement of this bid that all prospective Service Providers must attend.



**7. ADJUDICATION OF THE BID**

7.1 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Western Cape Preferential Procurement Policy dated 7 December 2001.

7.2 The bidder will be adjudicated in the following four phases:

7.2.1 A - Compliance with conditions, special conditions and legitimacy.

7.2.2 B- Compliance with specification/terms of reference.

7.2.3 C- Consideration of latent and other factors that may influence the award of the bid.

7.2.4 D- Allocation of points for socio-economic objectives, requirements and price.

7.2.5 In relation to responsive bids, which progressed to Phase D, the following breakdown and weighting will apply:

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
(i)	<b>Preference points claimed:</b> <ul style="list-style-type: none"><li>• Who had no franchise in national elections before the 1983 and 1993 Constitution</li><li>• Who is a female</li><li>• Who has a disability</li><li>• Promotion of Small Businesses</li></ul>	<b>10</b> 5 2 1 2
(ii)	<b>Price</b>	<b>90</b>
	<b>Total</b>	<b>100</b>

## 8. EVALUATION CRITERIA

The bids will be evaluated according to the criteria in the table below. Bidders that score less than (70%) will be regarded as having submitted a non-responsive bid and will be disqualified from further participating in the evaluation process.

	Criteria
1.	Background Information  A fully functional regional office situated in the Cape Metropole
4.	Quality of work
4.1	Examples of advertisements submitted
4.2	Grammar, spelling, layout, translation etc. of above-mentioned as per requirements
5.	Services and Support
5.1	Does the bidder provide the following advertising services:
5.2	Recruitment advertising Procurement adverts Government notices
5.3	HR Value adding services: Response handling management which include screening and long listing Verification and forensic checking  NB: References to be provided
6	Bidders Past Performance / experience
6.1	Public Sector advertising experience 0-5 years 5 years - 10 years > 10 years
6.2	HR Value adding services experience 0-5 years 5 years - 10 years > 10 years
6.3	Private Sector advertising experience 0-5 years 5 years - 10 years > 10 years

6.4	HR Value adding services experience 0-5 years 5 years - 10 years > 10 years
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**9. REQUIRED DOCUMENTATION (OTHER THAN ELSEWHERE REQUESTED OR SPECIFIED)**

- 9.1 The Service Provider is requested to furnish and or complete the under mentioned documents, failing which his/her bid may not be considered:
  - 9.1.1 The Bid is attached as WCBD 1.
  - 9.1.2 Tax Clearance Certificate, or application for Tax Clearance Certificate is attached as WCBD 2.
  - 9.1.3 Declaration of Interest is attached as WCBD 4.
  - 9.1.4 Preference points claim form is attached as WCBD 6.1.
  - 9.1.5 Declaration of Bidders past supply chain management practices attached as WCBD 8.
  - 9.1.6 Pricing Schedule is attached as WCBD 3.2
  - 9.1.7 Preference points claim form for the promotion of *small* businesses is attached as WCBD 6.3