

**RFQ Number: 3069b/23**

The provision of Database Hosting, management, and weekly/monthly email sends and analytics services for a period of 12 months.

**Closing Date and Time:** 11h00 on 26 April 2024

**Validity Period:** 60 Calendar days after the closing date.

**ONLINE BRIEFING SESSION**

Date:	18 April 2024
Time:	10:30
Venue:	Microsoft Teams Join the meeting Meeting ID: 325 460 469 299 Passcode: B8Cohu
Compulsory:	Yes

**BID DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING EMAIL ADDRESS:**

[RFQsubmissions@weathersa.co.za](mailto:RFQsubmissions@weathersa.co.za)

**ENQUIRIES:**

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department  
South African Weather Service  
Email: [rfg@weathersa.co.za](mailto:rfg@weathersa.co.za)

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**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

**1 SUPPLIER INFORMATION**

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BBE SUBMITTED IN ORDER TO QUALIFY FOR POINTS CLAIMED]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
<p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>			

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
- 1.4. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5. Bidders are advised to initial all pages of their bid.
- 1.6. **Submission of RFQ responses**

Responses to this RFQ must be submitted before the closing date and time indicated on the cover page of the RFQ.
- 1.7. The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:
  - 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
  - 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
  - 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
  - 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
  - 1.7.5 Not to award the bid if the bid price is not market related;
  - 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
  - 1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
  - 1.7.8 Award the bid in totality to one or partially to more than one bidder;
  - 1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
- 1.8. The South African Weather Service may, prior to award of the bid, cancel the bid if:
  - 1.8.1. Due to changed circumstances, there is no longer a need for the goods or services requested;
  - 1.8.2. Funds are no longer available to cover the total envisaged expenditure;
  - 1.8.3. No acceptable tenders are received;

- 1.8.4. Due to material irregularities in the tender process.
- 1.9. Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.
- 1.10. Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.11. Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12. The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13. The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14. The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15. Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16. The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17. The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18. Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19. The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal

Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. [www.weathersa.co.za](http://www.weathersa.co.za)

- 1.20. Unless stated otherwise in this RFQ or as mutually agreed upon by both parties prior to award of the RFQ, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

## 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za)
- 2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.
- 2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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**PART C**  
**DECLARATION BY BIDDER**

I, ..... in my capacity as  
..... hereby declare that I have read and  
understood the contents and conditions of this bid and certify that the information furnished is true  
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me  
should the information provided prove to be false.

Signature: .....
Date: .....



# Annexure B

## General Conditions of Contract

In accordance with the Framework for Supply Chain Management [Section 76 (4) (c) of the PFMA] that was promulgated in Government Gazette Number 25767 on 5 December 2003 as Treasury Regulations, National Treasury is required to issue general conditions of contract and bid documentation for supply chain management.

This Request for Quotation and any contract emanating from this Request for Quotation are subject to the General Conditions of Contract (GCC) which were revised in July 2010.

The General Conditions of Contract (GCC) revised and issued by National Treasury in July 2010 are available on the website of National Treasury.

[http://ocpo.treasury.gov.za/Resource\\_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf](http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf)

# Annexure C

Bidder's Disclosure

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name).....

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or

<sup>2</sup> 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.

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arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

# Annexure F

Preference Points Claim Form in terms of the  
Preferential Procurement Regulations 2022

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# Annexure H

RFQ Terms of Reference for the provision of Database Hosting, management, and weekly/monthly email sends and analytics services for a period of 12 months.

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## **RFQ TERMS OF REFERENCE (TOR) FOR THE PROVISION OF DATABASE HOSTING, MANAGEMENT, AND WEEKLY/MONTHLY EMAIL SENDS AND ANALYTICS SERVICES**

The Terms of Reference (TOR) would serve to guide the process of selecting and appointing a qualified service provider/s by ensuring a match between SAWS's requirements and the knowledge and experience of the service provider/s/consultant. This TOR proposal will form the basis and be the comprehensive consideration for the service level agreement to be entered into between the parties.

The service provider must show the ability to develop and provide expertise in database hosting, management, and weekly/monthly email sends and analytics services with a minimum of 5 (five) years Government/Public and Private sectors experience. In addition, the service provider must be able to produce creative written content that will allow SAWS to connect effectively with its target audiences.

### **1 DESCRIPTION**

Request for quotation to appoint a service provider for the provision of database hosting, management, and weekly/monthly email sends and analytics for a period of 12 months.

### **2 INTRODUCTION**

The South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environment, Forestry and Fisheries (DEFF) and is governed by a Board. The organisation is an authoritative voice for weather and climate related services in South Africa and is a member of the World Meteorological Organisation (WMO) to fulfil a range of international obligations of the government. South African Weather Service (SAWS) strives to be a Weather and Climate Centre of Excellence providing innovative solutions to ensure a weather-smart region, sustainable development, and economic growth.

SAWS is tasked with providing scientifically reliable weather and climate data in the field of meteorology and hydrology that is quality, timely and accurate to the broader South African society information that assist

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them in decision-making and empowering citizens to adapt to the effects of the ever-changing weather and climate patterns. This is a combination of both public goods and commercial services.

Therefore, Marketing's role is to develop digital platforms that engage both our consumer and our customer, and the bulk email sends service is one important tool that will ensure that we are cost effective and efficient in promoting, engaging, and reaching out to our customers and continue to receive consistent feedback on how to improve our products and services and offer customer-centric weather and climate solutions.

The services to be provided by the bidder includes:

- I. Database hosting and management.
- II. Database development campaign.
- III. Design and layout.
- IV. Bulk email sends platform.
- V. Surveys and Subscriber Feedback.
- VI. The management of subscriptions via the website into an externally hosted database.
- VII. The management and security of the SAWS database on an off-site PoPI compliant server.
- VIII. The design and layout mobile compliant html mailers.
- IX. The send, analyse, monitoring and reporting of the newsletters.
- X. Access to a live reporting portal.
- XI. Sell digital advertising and design and facilitate the send of the newsletters.
- XII. Electronic broadcasts of newsletters or digital flyers.
- XIII. Develop, create, and print promotion and advertising items (e.g. digital leaflets and flyers, digital banners and brochures, infographics, animation in online formats, etc.).
- XIV. Digital marketing tools (e.g. infographics, animations, advertisement creation, and web assets).
- XV. Publications and Marketing campaigns elements.
- XVI. Credible and targeted market and customer intelligence, feedback, and input.
- XVII. Any other related service that may be required from time to time.

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### 3 BACKGROUND

SAWS has in the past not aggressively utilized bulk email marketing to promote and advertise products and services to create the propensity for people to transact with it. Bulk email marketing is one of the most effective advertising mediums that is used to promote products and services with a clear call to action and create an enabling environment for profitable revenue generation opportunities.

SAWS possesses scientific content in abundance and did not aggressively monetize it in the past. There is a dire need to amplify the content marketing strategy as its sustainable competitive advantage which necessitates all efforts to be skewed towards strategic content marketing that incorporates developing, designing, and creating compelling, believable content that resonates with various weather and climate information users in South Africa. Here are some of the currently identified shortcomings SAWS intends to address/overcome through the provision of database hosting, management, and weekly/monthly email sends, analytics and content marketing creation and the list is not exhaustive.

- Limited digital presence and lack of aggressive marketing.
- Limited cost-effective, efficient, and measurable digital product or service launch platforms.
- Uncoordinated content marketing strategies that exacerbate website bounce rates.
- No unsolicited commercial advertisements be it generic or campaign specific.
- No proper or credible bulk email sends platforms.
- Little creative competencies and skills.
- Lack of scientific content adaptation, visualization, and interpretation endeavours.
- Limited product or service or campaigns activations with clear call-to-action focus.
- Lack of coordinated lead generation activities.
- Lack of proper database mining, hosting, and management.
- No tangible database and campaigns analytics.
- Lack of coordinated market and customer feedback and intelligence gathering capabilities.
- Etc.

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## 4 SCOPE OF WORK

### 4.1 Timeframes

The duration of the contract will be for a period of twelve (12) months and/ or on a project basis from the date of the appointment.

### 4.2 Purpose

The objective of this bid is to appoint a suitably qualified, innovative, and creative service provider to provide SAWS with bulk email marketing that will enable effective marketing and promotion of our product and services to existing and new customers. The successful vendor will conceptualise, design, produce, host, manage and deliver the customer-facing newsletter.

These include provision of database hosting, management, and weekly/monthly email sends, analytics, and content marketing creation. This service will act as an excellent springboard for effective, sound, and measurable products and services marketing platforms.

Service Provider should provide proposals based on the following broad service categories as described below. They are:

- I. Developing a comprehensive direct marketing strategy to engage customers and drive conversions.
- II. Design digital marketing tools (e.g. infographics, animations, advertisement creation, and web assets).
- III. Develop, create, and print promotion and advertising items (e.g. digital leaflets and flyers, digital banners and brochures, infographics, animation in online formats, etc.).
- IV. Contribute to publications and marketing campaigns elements.
- V. Lead generation, customer retention, product promotion.
- VI. Design and layout of emailer with high resolution adaptable to any digital platform.
- VII. Provide bulk email sends platform.
- VIII. Database hosting and management.
- IX. Database development campaign.
- X. Clean and validate the email list to remove invalid or inactive addresses.



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- XI. Segment the email list based on relevant criteria (e.g., demographics, past interactions) with the ability to personalise the email both for B2B and B2C.
  - XII. Scheduling and automating email campaigns for maximum efficiency and effectiveness.
  - XIII. Automated system and cater for manual intervention.
  - XIV. The frequency of bulk email send is either weekly or monthly.
  - XV. The management of subscriptions via the website into an externally hosted database.
  - XVI. The management and security of the SAWS database on an off-site PoPI compliant server.
  - XVII. Maintain an opt-in/opt-out mechanism to handle subscription preferences.
  - XVIII. The design and layout mobile compliant html mailers.
  - XIX. Provide call to action (CTA) enablement to drive click through rates.
  - XX. Configure email send or template to minimise spam.
  - XXI. Design and develop the newsletter that is interactive and rotating.
  - XXII. Provide three mock-ups bulk email template three days or earlier after the client briefing.
  - XXIII. The send, analyse, monitoring and reporting of the newsletters.
  - XXIV. Provide set up authentication protocols to improve deliverability.
  - XXV. Monitor email delivery rates, open rates, click-through rates, and other relevant metrics.
  - XXVI. Capability to track and analyse customer interactions and conversion.
  - XXVII. Generate and provide regular reports on key indicators such as open rates, click through rates and conversions.
  - XXVIII. Provide a bounce rate report.
  - XXIX. Access to a live reporting portal.
  - XXX. Sell digital advertising and design and facilitate the send of the newsletters.
  - XXXI. Integrations with SAWS website, social media and CRM/NetSuite platforms including other existing traditional and digital business platforms.
  - XXXII. Electronic broadcasts of newsletters or digital flyers.
  - XXXIII. Ensure compliance with applicable laws and regulations related to email marketing.
  - XXXIV. Conducting survey/polls to extract customer insights and subscriber feedback.
  - XXXV. Any other related service that may be required from time to time.

The service provider will work closely with the SAWS marketing and other internal stakeholders to receive a brief on each promotional activity or campaign.

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It is important to note that the scope of work may also include additional tasks based on specific requirements, such as integrating email marketing with other marketing channels such as Graphic Design, CRM, Social-Media, Website, etc., creating personalized, dynamic content, or implementing advanced automation workflows.

#### 4.2.1 Other Requirement

- Provide metrics to track;
  - Open rates: the percentage of subscribers who opened the email.
  - Click-through rates: the percentage of subscribers who clicked on a link in the email.
  - Conversion rates: the percentage of subscribers who completed a desired action, such as making a purchase or filling out a form.
  - Bounce rate: the rate of email not reaching the recipient.
- Unlimited reverts.
- No additional fees will be accepted without prior negotiations and approval.
- The rate for the bulk email send must be volume driven with the associated discount.
- Weekly virtual or physical status meetings to accompany weekly reports.
- Service provider might be required from time to time to be based at our Centurion Head Office.
- Ad hoc presentation of reports and analytics to MANCO and EXCO is a prerequisite and should be at no additional fees.
- The design work must incorporate new technologies and must depict creativity.

#### 4.2.2 Experience

The service provider is required to have minimum five (5) years extensive knowledge and experience in the database hosting, management, and weekly/monthly email sends, analytics tracking and reporting, and

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content marketing creation including the required emailer templates creation, interactive bulk email solution and email marketing solutions for both government/public and private organisations.

### 4.2.3 Software

- Relevant, responsive, interactive, and appropriate and up-to-date design software to host and manage database, to create templates and send bulk emails, campaign management, analytics, and reporting.

## 4.3 Roles and Responsibilities

### 4.3.1 The South African Weather Service (SAWS)

SAWS will be responsible for the following:

- Providing the successful bidder with a copy of the SAWS corporate plan, commercial strategy, and the marketing strategy.
- Approving and signing off on all content developed and edited by the service provider.
- Overseeing the setting of goals and objectives for the marketing campaigns.
- Evaluating the performance of the service provider after each marketing campaign.
- Providing access to the service provider to SAWS's social media platforms, any other digital platform.
- Providing the service provider with the SAWS corporate identity manual.

### 4.3.2 Service Provider

The service provider will be responsible for the following:

- Providing audio-visual content for advertisement development.
- Providing written content as needed for the campaigns.
- Developing a digital marketing strategy and implementation plan spanning the full duration of the contract of 12 months.
- Developing of project implementation plans for digital marketing campaigns.
- Designing and input into the implementation of the digital marketing campaigns.
- Monitoring and reporting.
- Development of content in conjunction with SAWS.
- Implementing the activities related to this project as outlined in the terms of reference/scope of work/terms and conditions.

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#### 4.4 Terms and conditions

The successful tenderer will be required to provide input into the refining and redevelopment of the digital marketing strategy and adherence to the following deliverables:

- To manage SAWS customer database and ensure that all information there in is accurate and usable at all times:
  - Actively pursue growth of the data through ensuring that links and any other tools used to mine data are always functional.
  - Filter and update and or verify all data every six (6) calendar months with a report furnished to SAWS post such an audit to indicate data validity and quality.

- Strategic input
- Creative and campaign development and execution on digital platforms.
- Content development and management for digital media, including website content development and management.
- Issue, at a fixed price list attached as addendum to this agreement, SAWS Newsletters and marketing materials to the database at the following intervals:

The SAWS during the last week of every calendar month.

The marketing material to the database outside the Newsletter period.

- Ensure that the database as well as the engagement with members of the database is compliant with the Protection of Personal Information Act as well as the regulations of Direct Marketing Association of South Africa.
- To provide SAWS with service levels and reporting as follows:  
Monthly reports indicating:
  1. Number of successful transmissions to the database per instance of distribution.
  2. Open rates and read rates of all instances of transmission to the database.
  3. Database growth or un-subscription.
  4. Reporting on click-through rates from the Newsletter.

Guaranteed turnaround times of 5 (five) to 24 (twenty-four) hours dependent on receipt of all approved content and the urgency of an instance, as indicated by SAWS.

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Develop data segmentation against criteria provided to Service Provider against fixed timeliness and deadlines.

- Design the Monthly Newsletter and maintain a separate blog site to house newsletter stories exclusively:  
Monthly blog updates and deletions to only reflect current newsletter content.
- Ensure that Marketing design concepts are assessed and finalized.
- Attend daily, weekly, and monthly status meetings.
- Service providers generally will be on call and may work flexible hours as needed to meet SAWS's requirements. However, the service provider must have available work hours that overlap with SAWS's work hours, including for planning and consultations. The normal working hours for SAWS are 8:00a.m. to 4:30p.m., Monday through Friday. Weekend or evening work will occasionally be required, especially for services such as web maintenance, graphic and videography. SAWS reserves the right to adjust schedules as needed.
- The Service provider will be given 24 hours to confirm availability of a service provider to fill the request.
- Service providers should be available for working over weekends/public holidays as and when required.
- The Service provider shall assign a single point of contact to coordinate and assist in any service requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving. When requested, the Service provider must meet physically and periodically with SAWS Marketing department to discuss all services.
- SAWS will assign, and identify to the service provider, the person(s) who are authorized to request services. A telephone call or email from SAWS authorized representative, along with a job requisition, shall constitute a request for service under this contract. SAWS will not pay any invoices without a corresponding signed job requisition.
- The Service provider shall supply all contract personnel with timecards or equivalent unless payment terms are for piece work and deliverables. All hours worked must be approved on a weekly basis by SAWS. The service provider shall supply SAWS with copies of the approved time sheets upon submission of invoices to SAWS.
- The South African Weather Service will only pay for approved designs. For example, if three options were produced, only the approved option used will be paid for unless the brief changes. The quotations must also consider that we require a maximum of 5 reverts per brief and resizing options.

- Delivery on 20% of the briefs may be expected within 2-3 hours, 30% of the briefs will be expected within 1-day, the other 50% will be expected within 2-days. New concepts that require research will be expected within 4-days.
- The service provider will be paid based on invoices submitted, as verifiable by supporting documents and products delivered. Invoices shall be submitted by the service provider to SAWS on a periodic basis as specified in your proposal's price quotes and agreed to by SAWS. Invoices may be presented no more frequently than 2x/month. Invoices may be based on time and materials or on piece work and deliverables as specified in your proposal's price quotes and agreed to by SAWS. The invoices should include the services provided, dates, and job percent complete if working on a long-term job assignment. If personnel time is billed, a timecard or equivalent should be presented that includes hours worked, job classification, and the hourly bill rate and pay rate. SAWS shall not be liable for invoices that cannot be substantiated by the Service provider.
- Work collaboratively with SAWS Marketing staff and ask for direction when necessary.
- All work under this Agreement must be performed by properly trained and competent personnel within the specific job assignment and must be in accordance with industry standards.
- If at any point, SAWS determines the services are not being performed to SAWS's standard, the service provider, upon notice from SAWS, shall reassign the job to other internal personnel at no charge to SAWS.
- SAWS will ensure comprehensive and accurate briefs.
- Weekly meetings and weekly reports are mandatory. Provide weekly progress reports.
- Attend meetings in person or electronically on a weekly basis or when necessary.
- Supply a written estimate of project costs before each additional project.
- Communicate changes to the estimated project costs before completing additional work.
- Supply and follow an agreed upon project delivery timeline that meets the project deadline.
- Supplier must be innovative, creative and have exceptional turnaround time.
- Use imagery that relates to our brand, or the project presented.
- Use SAWS brand guidelines as directed.
- Supply scheduled proofs, implement changes and feedback received into the final design.
- Provide print ready files and for digital use (social media and web, other digital platforms).
- Provide open files and all supporting files (images, fonts) after completion of each project.
- Give full copyright of files created to SAWS.

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- Remit invoices upon completion of each project.
  - Provide the direction and content needed to produce the project.
  - Follow through to ensure that personal quality and productivity standards are consistently and accurately maintained.
  - Demonstrate abilities to anticipate and manage change.
  - Show high level of creativity and be comfortable to use their own creativity when given the freedom to do so.
  - Passionate about keeping up to date with design tools and trends.
  - Always provide high resolution outputs.
  - Coordinate between marketing and design teams to ensure smooth flow of work and prepare rough drafts and present ideas.
  - Allow for unlimited reverts without additional to SAWS.
  - Must have own equipment.
  - Other job-related dues as assigned.

**NB: Service provider must deliver all artwork with open files included, upon completion of each assignment.**

#### **4.5 Ownership and Intellectual Property**

- The service provider will deliver the produced work to SAWS and its recipients, and the ownership will be transferred and solely owned by SAWS.
- Service Provider must, at all times, be able to provide segmented portions or database in full to SAWS within 24 hours of request.
- Service Provider may not, under any circumstance, use, sell, pass on, lend or disclose the SAWS database to any third party.
- - IP
- - Copyrights

## 4.6 Responsibility and Payment

- Cost and charges will be set against any fixed amount, attached as an addendum to this agreement for a period of 12 months at a time.
- Newsletter and invoice database and marketing costs must be directed to SAWS Senior Manager: Marketing.
- Invoices must be submitted before the 10<sup>th</sup> calendar of every new month.
- All payments are due 30 days from Statement.
- Strong creative mind and directing.

## 5 EVALUATION OF BIDS

The RFQ will be evaluated in 3 phases as mentioned below:

- **Phase 1: SCM compliance requirements.**
- **Phase 2: Functional evaluation. (Mandatory and Functional scoring)**
- **Phase 3: Price/Pricing Schedule and Specific Goals.**

### 5.1 Phase 1: SCM Compliance requirements

RFQs received will be verified for completeness and correctness. SAWS reserve the right to accept or reject a RFQ based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation / information with their RFQ.

Document	Comments
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. A CSD registration number must be provided.
Request for Invitation (Annexure A)	Completed and signed
SBD 3.3 for services (Pricing Schedule)	Completed and signed
SBD 4 (Bidder's Declaration)	Completed and signed
SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed



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SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed

Bidders who comply with the above requirements will be considered for further evaluation.

## 5.2 Phase 2: Technical / Functional Evaluation

The Technical/Functional Evaluation criteria will consist of the following two (02) steps:

### 5.2.1 Mandatory requirements.

#### Step 1- Schedule of Work Carried out by the Bidder.

##### A. Schedule of Work Carried out by the Bidder.

### A. Schedule of Work Carried out by the Bidder.

The bidder must indicate in the spaces provided below a complete list of 6 (six) similar contracts awarded in the last five (5) years, 3 (three) from Government/Public and 3 (three) from private clients, including the current contract (if any). This information shall be deemed to be material to the awarding of this bid.

**Table A: Schedule of Work Carried out by the Bidder. (Must be completed by bidder)**

	Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)
1					
2					
3					
4					
5					
6					

Signature of person authorized to sign the bid: \_\_\_\_\_ Date: \_\_\_\_\_

Bidders who comply with the mandatory technical / functional requirements will be considered for further evaluation.

## 5.2.2 Non-mandatory functional requirements

Evaluation of the non-mandatory functional requirements will be done in terms of the criteria as stated in step 2 below.

### Step 2- Table B: Non-Mandatory Functional Requirements

CRITERIA	SUB-CRITERIA	MAXIMUM POINTS	SUB-CRITERIA SCORING
1.Company Experience	Experience and capacity to provide the required services. Service delivery strategy (database hosting, management, and weekly/monthly email sends, analytics tracking and reporting, and content marketing creation including the required emailer templates creation) and Signed and Contactable References in the last 5 (five) years from current or previous clients, detailing the provision of similar services. 3 (three) from Government/Public and 3 (three) from Private Clients.	30	6 References =30 4-5 References =20 1-3 References =10 No reference =0

2.Team and Team Leader Experience	Dedicated team experience and capacity in the provision of related services required. Provide CVs of the creative Team and Team Leader.	20	5 Years Experience =20 3 Year Experience =10 Less Than 3 years =0
3.Email Template	Design any Digital and Mobile ready E-mail Template: <ul style="list-style-type: none"> <li>• Template design in html.</li> <li>• Packaging of all elements into zip file</li> <li>• Testing and Debugging</li> <li>• Responsive layout implementation</li> </ul>	40	Excellent template=40 Good Template =30 Fair Template =20 Poor Template =0
4. Ability to Send Bulk Emails	Proven ability to host database and send Bulk emails Weekly/Monthly	10	5000000 Emails=10 250000 Emails=5 Less Than 250000 Emails =0
<b>Total</b>		<b>100</b>	

**Bidders who score a minimum of 70% and more will qualify for further evaluation in terms of Price and Specific Goals.**

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### 5.3 Phase 3: Price/Pricing Schedule and Specific Goals Evaluation

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

- (a) Price/Pricing Schedule;

#### Appendix 1: Price/Pricing Schedule

The professional rate must represent the charge for the services detailed in the tender specifications and as listed below. The fee quoted must be inclusive of all costs (domestic travel, facilities, equipment, supplies, telephone, email, IT, institutional levy, and any other third-party costs) all exclusive of VAT.

Financial proposals will be compared based on their total amount inclusive of VAT and all other related costs. Bidders are required to submit financial proposals as per the table below, Annexure A: Fees Schedule and Annexure B: Table of Costs on a company letterhead.

The fee shall be fixed for the duration of this engagement, including any permitted extensions. The fee rates quoted must relate to productive (working) time. These rates will be binding over the duration of the contract.

#### Notes:

Tenderers must state the actual rates that will be charged to SAWS inclusive of any discount.

Failure to complete the schedule in the format specified may result in your tender being rejected.

**Annexure A: Pricing/Fees schedule**

**N.B: All these costs below in both Annexures A & B are for illustrative purposes only. Please submit new figures for Annexures A and B as per market progressive and competitive rates.**

EMAILS SENT PER MONTH	COST PER SEND EX VAT	DESIGN, HOSTING AND CONTENT DATABASE MGT	TOTAL COST PER SEND EX VAT	COMMENTS ON DISCOUNT OFFERED TO CLIENTS
LESS THAN 300 000 EMAILS				
300 000 TO 500 000 EMAILS				
500 000 TO 1 000 000 EMAILS				

**Annexure B: Table of Costs**

Description	Cost Excl. VAT	Comments
Design and Layout of html mailer on sent emails		
Design and Layout of html mailers that are not sent		
Hosting and Database Administration		
Posting of Articles and Blog content management		
0 to 500 000 emails per month		
500 000 to 1 000 000 emails per month		
1 000 000 plus emails per month		

And

(b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
PRICE/PRICING SCHEDULE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the RFQ will be awarded to the bidder scoring the highest points.

## 6 DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, reference checks and requests for additional information.

## 7 SPECIAL CONDITIONS OF CONTRACT

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

SAWS reserve the right to exclude bidders who fail to comply with any of the Special Conditions of Contract as stated below.

### 7.1 Address where services are required.

The successful bidder will be required to render the services at the following address:

South African Weather Service  
1263 Heuwel Road  
Centurion  
0157

## Annexure H

RFQ Terms of Reference for the provision of database hosting and management, create email templates and weekly/monthly email sends/newsletters and analytics services for a period of 12 months.



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## **RFQ TERMS OF REFERENCE (TOR) FOR THE PROVISION OF DATABASE HOSTING AND MANAGEMENT, CREATE NEWSLETTER EMAIL TEMPLATES AND WEEKLY/MONTHLY EMAIL SENDS/NEWSLETTER AND ANALYTICS SERVICES**

The Terms of Reference (TOR) would serve to guide the process of selecting and appointing a qualified service provider/s by ensuring a match between SAWS's requirements and the knowledge and experience of the service provider/s/consultant. This TOR proposal will form the basis and be the comprehensive consideration for the service level agreement to be entered into between the parties.

The service provider must show the ability to develop and provide expertise in the provision of database hosting and management, create email templates and weekly/monthly email sends/newsletters and analytics services with a minimum of 5 (five) years Government/Public or Private sectors experience. In addition, the service provider must be able to produce creative written content that will allow SAWS to connect effectively with its target audiences.

### **1 DESCRIPTION**

Request for quotation to appoint a service provider for the provision of database hosting and management, create email templates and weekly/monthly email sends/newsletters and analytics services for a period of 12 months.

### **2 INTRODUCTION**

The South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environment, Forestry and Fisheries (DEFF) and is governed by a Board. The organisation is an authoritative voice for weather and climate related services in South Africa and is a member of the World Meteorological Organisation (WMO) to fulfil a range of international obligations of the government. South African Weather

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Service (SAWS) strives to be a Weather and Climate Centre of Excellence providing innovative solutions to ensure a weather-smart region, sustainable development, and economic growth.

SAWS is tasked with providing scientifically reliable weather and climate data in the field of meteorology and hydrology that is quality, timely and accurate to the broader South African society information that assist them in decision-making and empowering citizens to adapt to the effects of the ever-changing weather and climate patterns. This is a combination of both public goods and commercial services.

Therefore, Marketing's role is to develop digital platforms that engage both our consumer and our customer, and the bulk email sends/newsletter service is one important tool that will ensure that we are cost effective and efficient in promoting, engaging, and reaching out to our customers and continue to receive consistent feedback on how to improve our products and services and offer customer-centric weather and climate solutions.

The services to be provided by the bidder includes:

- I. Database hosting and management.
- II. Database development campaign.
- III. Design and layout of newsletter template.
- IV. Bulk email sends platform.
- V. Surveys and Subscriber Feedback.
- VI. The management of subscriptions via the website into an externally hosted database.
- VII. The management and security of the SAWS database on an off-site PoPI compliant server.
- VIII. The design and layout mobile compliant html mailers.
- IX. The send, analyse, monitoring and reporting of the newsletters.
- X. Access to a live reporting portal.
- XI. Sell digital advertising and design and facilitate the send of the newsletters.
- XII. Electronic broadcasts of newsletters or digital flyers.

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- XIII. Develop, create, and print promotion and advertising items (e.g. digital leaflets and flyers, digital banners and brochures, infographics, animation in online formats, etc.).
- XIV. Digital marketing tools (e.g. infographics, animations, advertisement creation, and web assets).
- XV. Publications and Marketing campaigns elements.
- XVI. Credible and targeted market and customer intelligence, feedback, and input.
- XVII. Any other related service that may be required from time to time.

### 3 BACKGROUND

SAWS has not aggressively utilized bulk email marketing to promote and advertise products and services to create the propensity for people to transact with it. Bulk email marketing is one of the most effective advertising mediums that is used to promote products and services with a clear call to action and create an enabling environment for profitable revenue generation opportunities.

SAWS possesses scientific content in abundance and did not aggressively monetize it in the past. There is a dire need to amplify the content marketing strategy as its sustainable competitive advantage which necessitates all efforts to be skewed towards strategic content marketing that incorporates developing, designing, and creating compelling, believable content that resonates with various weather and climate information users in South Africa. Here are some of the currently identified shortcomings SAWS intends to address/overcome through the provision of database hosting and management, create email templates and weekly/monthly email sends/newsletters and analytics services and content marketing creation and the list is not exhaustive.

- Limited digital presence and lack of aggressive marketing.
- Limited cost-effective, efficient, and measurable digital product or service launch platforms.
- Uncoordinated content marketing strategies that exacerbate website bounce rates.
- No unsolicited commercial advertisements be it generic or campaign specific.
- No proper or credible bulk email sends platforms.

- Little email templates or newsletter creative competencies and skills.
- Lack of scientific content adaptation, visualization, and interpretation endeavours.
- Limited product or service or campaigns activations with clear call-to-action focus.
- Lack of coordinated lead generation activities.
- Lack of proper database mining, hosting, and management.
- No tangible database and campaigns analytics.
- Lack of coordinated market and customer feedback and intelligence gathering capabilities.
- Etc.

## 4 SCOPE OF WORK

### 4.1 Timeframes

The duration of the contract will be for a period of twelve (12) months and/ or on a project basis from the date of the appointment.

### 4.2 Purpose

The objective of this bid is to appoint a suitably qualified, innovative, and creative service provider to provide SAWS with bulk email marketing that will enable effective marketing and promotion of our product and services to existing and new customers. The successful vendor will conceptualise, design, produce, host, manage and deliver the customer-facing newsletter.

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Service Provider should provide proposals based on the following broad service categories as described below. They are:

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  - IV. Contribute to publications and marketing campaigns elements.
  - V. Lead generation, customer retention, product promotion.
  - VI. Design and layout of emailer with high resolution adaptable to any digital platform.
  - VII. Provide bulk email sends platform.
  - VIII. Database hosting and management.
  - IX. Database development campaign.
  - X. Clean and validate the email list to remove invalid or inactive addresses.
  - XI. Segment the email list based on relevant criteria (e.g., demographics, past interactions) with the ability to personalise the email both for B2B and B2C.
  - XII. Scheduling and automating email campaigns for maximum efficiency and effectiveness.
  - XIII. Automated system and cater for manual intervention.
  - XIV. The frequency of bulk email send is either weekly or monthly.
  - XV. The management of subscriptions via the website into an externally hosted database.
  - XVI. The management and security of the SAWS database on an off-site PoPI compliant server.
  - XVII. Maintain an opt-in/opt-out mechanism to handle subscription preferences.
  - XVIII. The design and layout mobile compliant html mailers.
  - XIX. Provide call to action (CTA) enablement to drive click through rates.
  - XX. Configure email send or template to minimise spam.
  - XXI. Design and develop the newsletter that is interactive and rotating.
  - XXII. Provide three mock-ups bulk email template three days or earlier after the client briefing.
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  - XXIV. Provide set up authentication protocols to improve deliverability.
  - XXV. Monitor email delivery rates, open rates, click-through rates, and other relevant metrics.
  - XXVI. Capability to track and analyse customer interactions and conversion.
  - XXVII. Generate and provide regular reports on key indicators such as open rates, click through rates and conversions.

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- XXVIII. Provide a bounce rate report.
  - XXIX. Access to a live reporting portal.
  - XXX. Sell digital advertising and design and facilitate the send of the newsletters.
  - XXXI. Integrations with SAWS website, social media and CRM/NetSuite platforms including other existing traditional and digital business platforms.
  - XXXII. Electronic broadcasts of newsletters or digital flyers.
  - XXXIII. Ensure compliance with applicable laws and regulations related to email marketing.
  - XXXIV. Conducting survey/polls to extract customer insights and subscriber feedback.
  - XXXV. Any other related service that may be required from time to time.

The service provider will work closely with the SAWS marketing and other internal stakeholders to receive a brief on each promotional activity or campaign.

It is important to note that the scope of work may also include additional tasks based on specific requirements, such as integrating email marketing with other marketing channels such as Graphic Design, CRM, Social-Media, Website, etc., creating personalized, dynamic content, or implementing advanced automation workflows.

#### **4.2.1 Other Requirement**

- Provide metrics to track;
  - Open rates: the percentage of subscribers who opened the email.
  - Click-through rates: the percentage of subscribers who clicked on a link in the email.
  - Conversion rates: the percentage of subscribers who completed a desired action, such as making a purchase or filling out a form.
  - Bounce rate: the rate of email not reaching the recipient.
- Unlimited reverts.
- No additional fees will be accepted without prior negotiations and approval.

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- The rate for the bulk email send must be volume driven with the associated discount.
  - Weekly virtual or physical status meetings to accompany weekly reports.
  - Service provider might be required from time to time to be based at our Centurion Head Office.
  - Ad hoc presentation of reports and analytics to MANCO and EXCO is a prerequisite and should be at no additional fees.
  - The design work must incorporate new technologies and must depict creativity.

#### **4.2.2 Experience**

The service provider is required to have minimum five (5) years extensive knowledge and experience in the database hosting, management, weekly/monthly email sends/newsletter, analytics tracking and reporting, and content marketing creation including the required emailer templates creation, interactive bulk email solution and email marketing solutions for both government/public and private organisations.

#### **4.2.3 Software**

- Relevant, responsive, interactive, and appropriate and up-to-date design software to host and manage database, to create templates and send bulk emails, campaign management, analytics, and reporting.

### **4.3 Roles and Responsibilities**

#### **4.3.1 The South African Weather Service (SAWS)**

SAWS will be responsible for the following:

- Providing the successful bidder with a copy of the SAWS corporate plan, commercial strategy, and the marketing strategy.
- Approving and signing off on all content developed and edited by the service provider.
- Overseeing the setting of goals and objectives for the marketing campaigns.
- Evaluating the performance of the service provider after each marketing campaign.
- Providing access to the service provider to SAWS's social media platforms, any other digital platform.

- Providing the service provider with the SAWS corporate identity manual.

### 4.3.2 Service Provider

The service provider will be responsible for the following:

- Providing audio-visual content for advertisement development.
- Providing written content as needed for the campaigns.
- Developing a digital marketing strategy and implementation plan spanning the full duration of the contract of 12 months.
- Developing of project implementation plans for digital marketing campaigns.
- Designing and input into the implementation of the digital marketing campaigns.
- Monitoring and reporting.
- Development of content in conjunction with SAWS.
- Implementing the activities related to this project as outlined in the terms of reference/scope of work/terms and conditions.

### 4.4 Terms and conditions

The successful tenderer will be required to provide input into the refining and redevelopment of the digital marketing strategy and adherence to the following deliverables:

- To manage SAWS customer database and ensure that all information there in is accurate and usable at all times:
  - Actively pursue growth of the data through ensuring that links and any other tools used to mine data are always functional.
  - Filter and update and or verify all data every six (6) calendar months with a report furnished to SAWS post such an audit to indicate data validity and quality.
- Strategic input
- Creative and campaign development and execution on digital platforms.
- Content development and management for digital media, including website content development and management.
- Issue, at a fixed price list attached as addendum to this agreement, SAWS Newsletters and marketing materials to the database at the following intervals:

The SAWS during the last week of every calendar month.



The marketing material to the database outside the Newsletter period.

- Ensure that the database as well as the engagement with members of the database is compliant with the Protection of Personal Information Act as well as the regulations of Direct Marketing Association of South Africa.
- To provide SAWS with service levels and reporting as follows:  
Monthly reports indicating:
  1. Number of successful transmissions to the database per instance of distribution.
  2. Open rates and read rates of all instances of transmission to the database.
  3. Database growth or un-subscription.
  4. Reporting on click-through rates from the Newsletter.

Guaranteed turnaround times of 5 (five) to 24 (twenty-four) hours dependent on receipt of all approved content and the urgency of an instance, as indicated by SAWS.

Develop data segmentation against criteria provided to Service Provider against fixed timeliness and deadlines.

- Design the Weekly/Monthly Newsletter and maintain a separate blog site to house newsletter stories exclusively:  
Weekly/Monthly blog updates and deletions to only reflect current newsletter content.
- Ensure that Marketing design concepts are assessed and finalized.
- Attend daily, weekly, and monthly status meetings.
- Service providers generally will be on call and may work flexible hours as needed to meet SAWS's requirements. However, the service provider must have available work hours that overlap with SAWS's work hours, including for planning and consultations. The normal working hours for SAWS are 8:00a.m. to 4:30p.m., Monday through Friday. Weekend or evening work will occasionally be required, especially for services such as web maintenance, graphic and videography. SAWS reserves the right to adjust schedules as needed.
- The Service provider will be given 24 hours to confirm availability of a service provider to fill the request.
- Service providers should be available for working over weekends/public holidays as and when required.

- The Service provider shall assign a single point of contact to coordinate and assist in any service requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving. When requested, the Service provider must meet physically and periodically with SAWS Marketing department to discuss all services.
- SAWS will assign, and identify to the service provider, the person(s) who are authorized to request services. A telephone call or email from SAWS authorized representative, along with a job requisition, shall constitute a request for service under this contract. SAWS will not pay any invoices without a corresponding signed job requisition.
- The Service provider shall supply all contract personnel with timecards or equivalent unless payment terms are for piece work and deliverables. All hours worked must be approved on a weekly basis by SAWS. The service provider shall supply SAWS with copies of the approved time sheets upon submission of invoices to SAWS.
- The South African Weather Service will only pay for approved designs. For example, if three options were produced, only the approved option used will be paid for unless the brief changes. The quotations must also consider that we require a maximum of 5 reverts per brief and resizing options.
- Delivery on 20% of the briefs may be expected within 2-3 hours, 30% of the briefs will be expected within 1-day, the other 50% will be expected within 2-days. New concepts that require research will be expected within 4-days.
- The service provider will be paid based on invoices submitted, as verifiable by supporting documents and products delivered. Invoices shall be submitted by the service provider to SAWS on a periodic basis as specified in your proposal's price quotes and agreed to by SAWS. Invoices may be presented no more frequently than 2x/month. Invoices may be based on time and materials or on piece work and deliverables as specified in your proposal's price quotes and agreed to by SAWS. The invoices should include the services provided, dates, and job percent complete if working on a long-term job assignment. If personnel time is billed, a timecard or equivalent should be presented that includes hours worked, job classification, and the hourly bill rate and pay rate. SAWS shall not be liable for invoices that cannot be substantiated by the Service provider.
- Work collaboratively with SAWS Marketing staff and ask for direction when necessary.
- All work under this Agreement must be performed by properly trained and competent personnel within the specific job assignment and must be in accordance with industry standards.
- If at any point, SAWS determines the services are not being performed to SAWS's standard, the service provider, upon notice from SAWS, shall reassign the job to other internal personnel at no charge to SAWS.

- SAWS will ensure comprehensive and accurate briefs.
- Weekly meetings and weekly reports are mandatory. Provide weekly progress reports.
- Attend meetings in person or electronically on a weekly basis or when necessary.
- Supply a written estimate of project costs before each additional project.
- Communicate changes to the estimated project costs before completing additional work.
- Supply and follow an agreed upon project delivery timeline that meets the project deadline.
- Supplier must be innovative, creative and have exceptional turnaround time.
- Use imagery that relates to our brand, or the project presented.
- Use SAWS brand guidelines as directed.
- Supply scheduled proofs, implement changes and feedback received into the final design.
- Provide print ready files and for digital use (social media and web, other digital platforms).
- Provide open files and all supporting files (images, fonts) after completion of each project.
- Give full copyright of files created to SAWS.
- Remit invoices upon completion of each project.
- Provide the direction and content needed to produce the project.
- Follow through to ensure that personal quality and productivity standards are consistently and accurately maintained.
- Demonstrate abilities to anticipate and manage change.
- Show high level of creativity and be comfortable to use their own creativity when given the freedom to do so.
- Passionate about keeping up to date with design tools and trends.
- Always provide high resolution outputs.
- Coordinate between marketing and design teams to ensure smooth flow of work and prepare rough drafts and present ideas.
- Allow for unlimited reverts without additional to SAWS.
- Must have own equipment.

- Other job-related dues as assigned.

**NB: Service provider must deliver all artwork with open files included, upon completion of each assignment.**

#### **4.5 Ownership and Intellectual Property**

- The service provider will deliver the produced work to SAWS and its recipients, and the ownership will be transferred and solely owned by SAWS.
- Service Provider must, at all times, be able to provide segmented portions or database in full to SAWS within 24 hours of request.
- Service Provider may not, under any circumstance, use, sell, pass on, lend or disclose the SAWS database to any third party.
- - IP
- - Copyrights

#### **4.6 Responsibility and Payment**

- Cost and charges will be set against any fixed amount, attached as an addendum to this agreement for a period of 12 months at a time.
- Newsletter and invoice database and marketing costs must be directed to SAWS Senior Manager: Marketing.
- Invoices must be submitted before the 10<sup>th</sup> calendar of every new month.
- All payments are due 30 days from Statement.
- Strong creative mind and directing.

## 5 EVALUATION OF BIDS

The RFQ will be evaluated in 3 phases as mentioned below:

- **Phase 1: SCM compliance requirements.**
- **Phase 2: Functional evaluation. (Mandatory and Functional scoring)**
- **Phase 3: Price/Pricing Schedule and Specific Goals.**

### 5.1 Phase 1: SCM Compliance requirements

RFQs received will be verified for completeness and correctness. SAWS reserve the right to accept or reject a RFQ based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation / information with their RFQ.

Document	Comments
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. A CSD registration number must be provided.
Request for Invitation (Annexure A)	Completed and signed
SBD 3.3 for services (Pricing Schedule)	Completed and signed
SBD 4 (Bidder's Declaration)	Completed and signed
SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed

Bidders who comply with the above requirements will be considered for further evaluation.

### 5.2 Phase 2: Technical / Functional Evaluation

The Technical/Functional Evaluation criteria will consist of the following:

## 5.2.1 Mandatory requirements.

### Step 1: Briefing session

**Briefing session attendance is mandatory. Non-attendance will result in automatic disqualification.**

### Step 2: Submission the following documents by the bidder

Legal Affidavit, a Company Profile with CV of team leader and support team, 4 (Four) x 1 of each below design of any Digital and Mobile ready E-mail Template and Schedule of Work Carried out by the Bidder

- 1) A legal affidavit confirming that the portfolio of email sends/newsletter templates submitted was produced by the service provider should accompany the submission.
- 2) A Company profile with the CV of the team leader and support team members listing their experience of 3-years or more working with government, public or corporate clients.
- 3) 4 (Four) x 1 of each below design of any Digital and Mobile ready E-mail Template:
  - Template design in html.
  - Packaging of all elements into zip file
  - Testing and Debugging
  - Responsive layout implementation
- 4) Schedule of Work Carried out by the Bidder.

Template: RFQ Terms of Reference for the provision of database hosting and management, create email templates and weekly/monthly email sends/newsletters and analytics services – Annexure H

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#### 4. Schedule of Work Carried out by the Bidder.

The bidder must indicate in the spaces provided below a complete list of 6 (six) similar contracts awarded in the last five (5) years, 6 (six) from Government/Public or from private clients, including the current contract (if any). This information shall be deemed to be material to the awarding of this bid.

**Table A: Schedule of Work Carried out by the Bidder. (Must be completed by bidder)**

	Company Name	Nature of work	Value of the work	Contact person & contact number	Duration of the project (Start and end date)
1					
2					
3					
4					
5					
6					

Signature of person authorized to sign the bid: \_\_\_\_\_ Date: \_\_\_\_\_

Bidders who comply with the mandatory technical / functional requirements will be considered for further evaluation.



## 5.2.2 Non-mandatory functional requirements

Evaluation of the non-mandatory functional requirements will be done in terms of the criteria as stated in step 3 below.

### Step 3- Table B: Non-Mandatory Functional Requirements

CRITERIA	SUB-CRITERIA	MAXIMUM POINTS	SUB-CRITERIA SCORING
1.Company Experience	Experience and capacity to provide the required services. Service delivery strategy (database hosting and management, weekly/monthly email sends, analytics tracking and reporting, and content marketing creation including the required emailer/newsletter templates creation) and Signed and Contactable References in the last 5 (five) years from current or previous clients, detailing the provision of similar services. 6 (six) from Government/Public or Private Clients.	30	6 References =30 4-5 References =20 1-3 References =10 No reference =0
2.Team and Team Leader Experience	Dedicated team experience and capacity in the provision of related services required. Provide CVs of the creative Team and Team Leader.	20	5 Years Experience =20 3 Year Experience =10

			Less Than 3 years =0
3.Email Template	Design any Digital and Mobile ready E-mail Template: <ul style="list-style-type: none"> <li>• Template design in html.</li> <li>• Packaging of all elements into zip file</li> <li>• Testing and Debugging</li> <li>• Responsive layout implementation</li> </ul>	40	Excellent template=40 Good Template =30 Fair Template =20 Poor Template =0
4. Ability to Send Bulk Emails	Proven ability to host database and send Bulk emails Weekly/Monthly	10	5000000 Emails=10 250000 Emails=5 Less Than 250000 Emails =0
<b>Total</b>		<b>100</b>	

**Bidders who score a minimum of 70% and more will qualify for further evaluation in terms of Price and Specific Goals.**

### 5.3 Phase 3: Price/Pricing Schedule and Specific Goals Evaluation

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

- (a) Price/Pricing Schedule;

#### Appendix 1: Price/Pricing Schedule

The professional rate must represent the charge for the services detailed in the tender specifications and as listed below. The fee quoted must be inclusive of all costs (domestic travel, facilities, equipment, supplies, telephone, email, IT, institutional levy, and any other third-party costs) all exclusive of VAT.

Financial proposals will be compared based on their total amount inclusive of VAT and all other related costs. Bidders are required to submit financial proposals as per the table below, Annexure A: Fees Schedule and Annexure B: Table of Costs on a company letterhead.

The fee shall be fixed for the duration of this engagement, including any permitted extensions. The fee rates quoted must relate to productive (working) time. These rates will be binding over the duration of the contract.

#### Notes:

Tenderers must state the actual rates that will be charged to SAWS inclusive of any discount.

Failure to complete the schedule in the format specified may result in your tender being rejected.

**Annexure A: Pricing/Fees schedule**

Please submit new figures for Annexures A and B as per market progressive and competitive rates.

EMAILS SENT PER MONTH	COST PER SEND EX VAT	DESIGN EMAIL TEMPLATE, HOSTING AND CONTENT DATABASE MGT	TOTAL COST PER SEND EX VAT	COMMENTS ON DISCOUNT OFFERED TO CLIENTS
LESS THAN 300 000 EMAILS				
300 000 TO 500 000 EMAILS				
500 000 TO 1 000 000 EMAILS				

**Annexure B: Table of Costs**

Description	Cost Excl. VAT	Comments
Design and Layout of html mailer on sent emails	Included in send	
Design and Layout of html mailers that are not sent		
Hosting and Database Administration		
Posting of Articles and Blog content management		
0 to 500 000 emails per month		
500 000 to 1 000 000 emails per month		
1 000 000 plus emails per month		

And

(b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE/PRICING SCHEDULE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the RFQ will be awarded to the bidder scoring the highest points.

## 6 DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, reference checks and requests for additional information.

## 7 SPECIAL CONDITIONS OF CONTRACT

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

SAWS reserve the right to exclude bidders who fail to comply with any of the Special Conditions of Contract as stated below.

### 7.1 Address where services are required.

The successful bidder will be required to render the services at the following address:

South African Weather Service  
1263 Heuwel Road  
Centurion

Template: RFQ Terms of Reference for the provision of database hosting and management, create email templates and weekly/monthly email sends/newsletters and analytics services – Annexure H



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# Annexure I

POPIA : Supplier Notice and Consent Form



**POPIA: SUPPLIER NOTICE AND CONSENT FORM**

I confirm that I am duly authorised to sign this consent form.

Name (Print) .....

Capacity .....

Signature .....

Name of Firm .....

Date .....



\_\_\_\_\_  
(Hereinafter referred to as “the **Data Subject** “)

A company/organization duly incorporated under the laws of Republic of South Africa, having its  
main place of business

at....., with

registration number:.....



## Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

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whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

### 1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

### 2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

## POPIA: SUPPLIER NOTICE AND CONSENT FORM

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- a) Master data
- Name
  - Addresses
  - Contact numbers
  - Email address
  - Other contact details of the supplier
  - Supplier primary contact person's name and contact information
  - Job position and role / qualifications
  - Partner roles of the suppliers needed for invoicing and ordering
  - Identification / company registration number
  - BBBEE status
  - Central Supplier Database number
- b) Accounting and payment information
- VAT & Income tax numbers
  - Tax clearance pin
  - Bank details
  - Bank account type and number
  - Name of the account holder
  - Attachment of confirmation documents
  - Terms of payment
  - Accounting correspondence
- c) Supplier classification
- Category
  - Vendor portfolio
  - Product categories
  - Main product category
  - Additional product categories
  - Vendor category.
- d) Declared conflict or potential conflict of interest
- e) Information on goods and/or services offered by supplier
- quantity and quality of offered goods and/or services
  - other commercial terms of the offer
- f) Contract information
- commercial terms of the contract
  - legal terms of the contract
  - any other contractual documentation
  - information about contract performance and instances of non-performance

## POPIA: SUPPLIER NOTICE AND CONSENT FORM

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### 3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

### 4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

### 5. Regulators

We may disclose your personal information as required by law or governmental audit.

### 6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing,
- technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

### 7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or (iii) to lodge a

## **POPIA: SUPPLIER NOTICE AND CONSENT FORM**

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complaint with the Information Regulator. The address of the Information Regulator is 33 Hoofd Street Forum III, 3rd Floor Braampark, Braamfontein, Johannesburg.

### **8. Your obligations**

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

### **9. Security**

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

### **10. Data Storage**

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

### **11. Limitation**

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

### **12 Enquiries**

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE  
1263 Heuwel Road  
Centurion  
0157  
+27 12 367 6000  
Email for Head Office: [CRS@weathersa.co.za](mailto:CRS@weathersa.co.za)