



**SAT-MEISEA 006/23 – PR Agency**

**Questions and Answers from the Compulsory Briefing Session**

***“Please include a signed copy of the Addendum with the Bid submission.”***

**Compulsory Briefing Session: 07 August 2023 @12hpm (IST)**

**Closing date and time: 31 August 2023 @12hpm (IST) (No late bids will be accepted)**

**Hand delivery:**

South African Tourism: Urmi Estate, 10th Floor, 95, Ganapatrao Kadam Marg, Lower Parel West, Mumbai, Maharashtra 400013 (INDIA).

**NB: Bidders are required to submit the following:**

- 2x Original (1x Hard copy and 1x Soft copy of the entire proposal, price separated)
- 1x Copy (duplicate copy of the original)
- 1x USB/Pen copy, Containing Presentation)
- The financial proposal must be on a separate envelope clearly marked (Tender number, bidder's name etc)
  - 1x Hard copy of the financial proposal and
  - 1x Soft copy of the financial proposal (USB/Pen etc).

## Introduction

This Addendum with clarification notes serves to inform potential Tenderers of changes, amendments and/or clarifications made to the Bid documentation. The following queries and/or suggested changes have been received from those that attended the compulsory briefing sessions.

### PR AGENCY SCOPE OF WORK-RELATED QUESTIONS

Item	Description
1.	<p><b>Question</b></p> <p><b>Point 4.1</b></p> <ul style="list-style-type: none"><li>a) Please explain '<i>database collation</i>'. Would you need the PR agency's support in compiling any other database besides relevant media titles and/or journalists and social media influencers?</li><li>b) Please elaborate on the winning agency's role when you say, 'the winning agency will be requested to avail themselves to partake in certain SA Tourism business activities (e.g., business planning, brand reviews, FAM's, etc.) – some of which may take place in South Africa.' Will the out-of-pocket expenses like travel, accommodation F&amp;B be taken care of by SAT or need to be paid by the agency?</li><li>c) 'Commission work for other markets': This will be billed additionally and not included in the current scope?</li></ul> <p><b>Response</b></p> <ul style="list-style-type: none"><li>a) PR agency will be responsible for database collection related to comms, i.e., journalists, influencers, relevant media titles</li><li>b) Yes, SAT will take care of out-of-pocket expenses like travel and accommodation F&amp;B in line with the South African Tourism travel policy.</li><li>c) This means that if any service not listed on the contract falls under the retainer, it will need to be billed as a project.</li></ul>
2	<p><b>Question</b></p> <p>Point F - Trade: Please elaborate on the ask on 'sports travel'.</p> <p><b>Response</b></p> <p>Point F in the Scope of Work document only highlights the trade landscape in India.</p>

<p>3</p>	<p><b>Question</b></p> <p><b>Point 6.1 G - Measurement and Reporting:</b></p> <ul style="list-style-type: none"> <li>a) Please detail the scale of media benchmarking study and annual media perception survey in terms of number of markets and number of respondents basis which it will be undertaken. Will SAT pay additionally for the execution as it may be required to outsource the work to a specialist agency.</li> <li>b) Multimedia presentations may need creative team's support so will be billed on actuals with prior approval on cost basis the requirement.</li> </ul> <p><b>Response</b></p> <ul style="list-style-type: none"> <li>a) If research is undertaken by a third party - billing for the same will be against actuals</li> <li>b) Presentations need to be a part of the retainer and cannot be billed separately as this has always fallen within the ambits of a PR and comms agency globally</li> </ul>
<p>4</p>	<p><b>Question</b></p> <p>Page 19- Scope of work:</p> <ul style="list-style-type: none"> <li>a) How many Fam trips/media experiential program in a year will be deployed, indicatively?</li> <li>b) The newsletter to trade, consumer media, and trade database will be deployed via email or hard copies like a brochure. In the case of the latter, will the production of the same be billed on actuals?</li> <li>c) Please explain what is a Friday flash and RGM report?</li> </ul> <p><b>Response</b></p> <ul style="list-style-type: none"> <li>a) The number of FAMs varies from year to year depending on the budgets received that financial year</li> <li>b) The newsletter will be deployed digitally</li> <li>c) RGM reports and Friday Flash are weekly and monthly update reports as per SATs requirements.</li> </ul>

5

**Question**

**Point 8 – Agency credentials:**

- a) A minimum of 10 years of experience per person is expected while recommending the servicing team for the mandate?

**Response**

- a) Yes - any team member that works on the SAT account needs to be experienced with a minimum experience of 10 years in the industry, and proof of the same/resumes of the servicing team could be requested.

6

**Question**

Others:

- a) If there were 3-4 emotions that you would want visitors to South Africa or Consumers of your social media content to feel, what would they be? (preferably in order)
- b) For social media campaigns, can we recommend and execute campaigns that are more focused to the Indian community?
- c) Would we have access for procuring content from local experts (rangers to handicrafts) and the local community?
- d) For discovery of unique experiences, catering to the millennials who appreciate the path less trodden, are there any off-beat experiences? The well-known ones such as Sabi Sands, Madikwe etc are extremely luxe and niche; but is there any that you would recommend from a more accessible/affordable standpoint?
- e) Given that it is a global handle, is there any specific content/campaign that has witnessed increased traffic from India – physical travel or engagement on social?
- f) Any specific Indian collaboration/partnership that is on the anvil for 2023-2024, from the marketing calendar?
- g) Is there a dashboard that will be updated frequently to show how traffic is increasing, as we see select months being more active than others. How will we be able to gauge increase in traffic on a monthly basis to better assess and align strategy in real time?

	<p><b>Response</b></p> <ul style="list-style-type: none"> <li>a) Please note this tender is for a PR agency retainer and not social media retainer. Also, in terms of ideas, as the bidder you would need to provide innovative solutions basis which you will be scored.</li> <li>b) Please note this tender is for a PR agency retainer and not social media retainer. However, if you would like to include social within your scope of work - please feel free to do so.</li> <li>c) The agency that is onboarded will have access to South African trade through South African Tourism</li> <li>d) As a bidder, you must research and pitch accordingly. In depth, insights will be shared with only the agency that wins the pitch and is onboarded as the official PR agency of SAT India</li> <li>e) As a bidder and the end consumer, you will need to research and analyse if you believe our campaigns did reach its TG</li> <li>f) In-depth insights will be shared with only the agency that wins the pitch and is onboarded as the official PR agency of SAT India</li> <li>g) Visitor data is available on the SAT website. In-depth insights will be shared with only the agency that wins the pitch and is onboarded as the official PR agency of SAT India.</li> </ul>
7	<p><b>Question</b></p> <p><b>Scope of work:</b></p> <ul style="list-style-type: none"> <li>a) We have noticed a significant number of Indian travellers from Tier 2 cities. Could you help us identify the primary target markets for you in India?</li> <li>b) Do we consider the possibility of an SAT spokesperson visiting India for media engagement?</li> <li>c) Any challenges that travellers face during their stay in SA, for instance, safety issues/ energy crisis. Do you want us to address them?</li> <li>d) Would you like us to engage in any outreach activities in South Africa targeting Indian inbound tourists?</li> <li>e) Would you consider media training for your spokespeople to understand the Indian media landscape better?</li> </ul> <p><b>Response</b></p> <ul style="list-style-type: none"> <li>a) At the bidding stage you will need to do your own research and make your pitch basis what you know, in depth insights will be shared with the winning bidder during the onboarding session</li> </ul>

	<ul style="list-style-type: none"> <li>b) The spokesperson for India will always remain the Hub Head for South African Tourism who is based in India</li> <li>c) At the bidding stage you will need to do your own research and make your pitch basis what you know, in depth insights will be shared with the winning bidder during the onboarding session</li> <li>d) At the bidding stage you need to share creative ideas in terms of what might attract the Indian consumer</li> <li>e) South African Tourism spokespersons are highly trained individuals that already have in depth media training given to them. However media training can be a part of the contract of the winning bidder on a needs basis</li> </ul>
8	<p><b>Question</b></p> <p>a) Your RFP mentions that the partner needs to have Google Analytics Individual Qualification. <i>At least one person from the proposal project team must be in possession of the valid certificate.</i> Failure to submit the individual certificate will result in Disqualification.</p> <p><u>Would it be mandatory for us to hold individual certificates, or can we lean on our global offices for the use of the same?</u></p> <p><b>Response</b></p> <p>a) At least one servicing team member must have this certificate in order to qualify for further evaluation.</p>
9	<p><b>Question</b></p> <ul style="list-style-type: none"> <li>a) You have stated in the RFP that Indian travellers are not convinced that South Africa's value proposition as a tourist destination is compelling enough to drive visitation and there are functional barriers. Is this trend noticed post pandemic or has been a perception overall?</li> <li>b) What is that one single perception that you want to create for South Africa and the key messages that you want to drive amongst your audience?</li> <li>c) What are the priority markets in India which the PR agency must focus on while developing the proposal and the cost?</li> <li>d) How open are we to keeping the spokesperson in the spotlight during interviews with key stakeholders such as the media and influencers?</li> <li>e) You have stated that media training for key spokesperson will be required. Kindly advise if you are looking at a one-time training only in the duration of 3 months?</li> </ul>

- f) You have stated that the agency is required to maintain and update a comprehensive database of key South African-based stakeholders including – national and provincial tourism government officials, city tourism authorities, other tourism bodies, products, prominent pro-South African celebrities, sports people etc. How will the board support the agency is collating this data?
- g) Kindly confirm that the creative presentation that the agency is required to submit along with the timelines should be of one year? How do you plan to measure the success of the campaign?
- h) Are there specific key performance indicators (KPIs) you're looking to track, such as increased website traffic, engagement, or bookings?
- i) Are there any cultural nuances or sensitivities related to promoting South Africa in the Indian market that the PR agency should be aware of?
- j) Are there any sustainability initiatives in South Africa that you'd like to highlight in the campaign?
- k) Has the spokesperson been engaged with the India media in the last six months?
- l) Are there any special considerations or information that should be communicated regarding visa requirements or travel logistics for Indian tourists visiting South Africa?
- m) Is the Tourism Board associated with any celebrity Indian/ global?

#### Scope of work related Question

- a) For certain tasks the deliverables are not mentioned and it is stated as an ongoing activity. However, for commercial purposes and also to understand the frequency of these activities it will be important for us to have an idea on the deliverables expected monthly/quarterly/annually for events support, advertorials, press conferences.
- b) Crisis management is part of the scope however there is also a requirement for a crisis management framework to be developed. Will this be part of the retainer?
- c) In terms of research, as you have stated in the RFP, we want to confirm that the Agency has the ability to conduct market research or if need be outsource research in line with SAT procurement policies. Will this be part of the monthly retainer?
- d) The scope mentions that Website content development is also part of the monthly retainer. However, we will need some idea on the deliverables? Would you require the agency to update and edit and recommend content strategy on a daily basis? Will the agency be handling and uploading content

on the website directly? Is the agency required to develop a content calendar as part of the retainer for website content?

#### Response

- a) We have shared the overall perception of South Africa in India
- b) At the bidding stage, you as a bidder need to showcase, what is that you think the perception of SA should be. Our strategy and goals for the year will only be shared with the winning bidder during the onboarding process
- c) India, is looked at one market one voice. The cities that we do events in changes from year to year depending on the budgets received for the year. As a bidder you must propose where you think the growth comes from
- d) The spokesperson from SAT will always be the only member that will communicate with media or trade and will always be the point of focus.
- e) Media training will be on a needs basis
- f) The agency will be introduced to South African Provinces, trade and stakeholders through SAT. It is then up to the agency to develop, add and maintain that database. The agency also has opportunities during events of SAT to bolster this database further.
- g) As shared in the RFP - this tender is for three years and hence the quotes need to be shared accordingly. The success of the campaign will be measured against the ROI and deliverables you share on the presentation
- h) All KPIs will be defined at the beginning of the year with the winning bidder and evaluate them monthly/quarterly
- i) The perception of South Africa in India has been shared on the RFP - specifics will be shared with the winning bidder during the onboarding process
- j) At the bidding stage we expect the bidder to conduct their own research and pitch what they think is appropriate.
- k) Please familiarise yourself with the media work done through social media and digital media - this will provide as a guiding tool for you
- l) All visa related information can be viewed of the VFS website as well the website of the South African High Commission and Consulate General
- m) Siya Kolisi is South African Tourism's New Global Advocate

#### Response to scope of work related questions

- a) Ongoing activities like events, partnerships, etc are all on a needs basis as and when they come up and hence are listed as ongoing
- b) Yes, crisis management must be a part of the retainer



	<p>c) Research will be on a needs basis and will be paid against actuals if third party suppliers are used as per SAT policies. If you conduct research in house please share a price in your submission</p> <p>d) Yes, the agency must share content for the website as and when required and will also need to upload the same.</p>
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**SUPPLY CHAIN / TENDER PROCESS RELATED QUESTIONS**

Item	Description
10	<p><b>Question</b></p> <p>Clarity on B-BBEE verification certification. (Ref: part of Annexure A in Part A)</p> <p><b>Response</b></p> <p>This tender is exempted by the South African National Treasury from the application of the B-BBEE as it's issued for the India market or foreign countries (outside South Africa)</p>
11	<p><b>Question</b></p> <p>Centralised Supplier Database registration. (Ref: Point 4 – Part A)</p> <p><b>Response</b></p> <p>Foreign (non-South African) suppliers are exempted from this requirement. This is only applicable to South African suppliers.</p>
12	<p><b>Question</b></p> <p>Should Price Quote be inclusive or exclusive applicable tax? (Ref: Point Phase 3 of Part C)</p> <p><b>Response</b></p> <p>Yes, Price quotes must be inclusive of applicable taxes. If any supplier / bidder submit a quote without applicable taxes, it will be considered price submitted is inclusive as no supplier / bidder will be allowed to add it later.</p>

### Question

**Contract terms:** Our legal team has proposed following modifications/changes requested after reviewing the RFP documents. Request you to go through the same and confirm if successful in the RFP will the SAT team be open to discuss and accept such changes in the final agreement. Following are the request:

Sl. No	Clause	Query/Suggestions
1.	Insurance	<p><u>Agency</u> has adequate insurances for provision of services under this Agreement-</p> <p><b>SAT response: Noted</b></p>
2.	Assignment	<p>It should be reciprocal, request you to add - Neither party can assign without written consent of the other party-</p> <p><b>SAT response: Agreed, though unlikely for us as we are a government. Furthermore, we deemed this as a material term that can result in cancellation as it has the unintended consequence of undermining the procurement system, especially for competitive purposes overall. The intended assignee should be able to met certain requirements as met by you originally.</b></p>
3.	Penalty	<p>We cannot agree to penalty clause as all our services are with prior approval of the Client.</p> <p><b>SAT response: Agreed, provided the approach applies both ways; in cases of late payments, we propose a suspension of the services.</b></p>
4.	Payment terms	<p>This is retainer model where the retainer fees is fixed. Request you to modify it as- "Invoices will be submitted at the beginning of the month. The fees are payable within 30 days of the submission of the invoice.</p> <p>GST and other applicable taxes are exclusive for retainer fees.</p>

		<p>Interest on delayed payments will be charged @18%</p> <p><b>SAT response:</b></p> <p>a) The above request for modifications are noted and unfortunately, South African Tourism is unable to commit to the requested adjustment as these are contractual clauses that may be negotiated between the contracted parties.</p> <p>b) Suggestion on any penalty percentage is not accepted; south African Tourism is a public entity and accountable to every cents, penalty or interest that falls under the definition of “Fruitless and Wasteful expenditure”. We are unable to agree to such conditions, and none of South African Tourism’s contract contains or permits any interest payment. However, all valid invoices are paid within 30 days.</p> <p>c) SAT is required by the legislation to pay all valid invoices within 30 days.</p>
5.	Out of Pocket / Third Party Expenses	<p>All out-of-pocket expenses, including travel, F&amp;B etc, will be charged extra.</p> <p>Submission of invoices of Vendor will be shared with ICAI, subject to the same being received from Vendor, if any.</p> <p><b>SAT response:</b> <b>Conditional on pre-approval in writing before incurrence.</b></p>
6.	Incidental Services/Spare Parts	<p>Not applicable</p> <p><b>SAT response: Agreed.</b></p>
7.	Non-solicitation	<p>Request you to add -</p> <p>“Each Party hereby covenants that during the term of this Agreement and for a period of two years following its termination or expiration, it shall not, without the previous written consent of the other Party, employ or contract the services of any person who was employed or contracted by the other Party.”</p>

		<p>Since we are a people-centric organization we would require a non-solicitation clause in the Agreement.</p> <p><b>SAT response: Agreed</b></p>
8.	Inspection	<p><u>Agency</u> cannot allow access to its premises as we are bound by confidentiality obligation with other clients. We can provide copies of the information required under/pertaining to this Agreement.</p> <p><b>SAT response: Agreed as this is crucial for audit purposes</b></p>
9.	Proprietary and related Rights	<p>We need to include standard third party IPR clarification clause. Request you to add - <u>Agency</u> clarifies that the provisions of this Agreement shall not extend to third party intellectual property rights included in the Services/Deliverables such as media clippings, news cuttings, articles, links, recordings, etc. The Client understands that all such rights belong to respective third party / media houses / publishing platforms, and Services / Deliverables containing such rights are provided by the <u>Agency</u> to the Client for information purposes only. In case the Client wants to exploit such rights, it may engage with the respective third party / media houses / publishing platforms.</p> <p><b>SAT response: Agreed, can we also look at usage rights with such third parties and it must always be ensured that our IP does not integrate with theirs.</b></p>
10.	Indemnity	<p>1. In case of breach of any of the terms and conditions mentioned in the Agreement, <u>Agency</u> shall, at its own cost and expense, indemnify, defend and hold the Client, its directors, management or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of such breach.</p> <p><b>SAT response: Agreed</b></p>

		<p>2. Neither Party shall be liable to the other or any third party for consequential, incidental, indirect and/or special damages for any claims arising from or in any way connected with this Agreement, even if the possibility of such damages is, or should have been, known.</p> <p><b>SAT response: Agreed.</b></p> <p>3. The Client shall at its own cost and expense, indemnify, defend and hold the <u>Agency</u>, its directors, employee, associates, sister concerns or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against <u>Agency</u>, due to any information/materials provided by the Client or approved by the Client or any of its personnel/ agents/ sub-contractors.</p> <p><b>SAT response: Agreed</b></p>
11.	Limitation of Liability	<p>The maximum aggregate liability of <u>Agency</u> together with its sister concerns, directors, employee, associates or contractor under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of fees paid by the Client to <u>Agency</u> under this Agreement or 12 months retainer fees, whichever is less.</p> <p><b>SAT response: It should apply to a specific year as opposed to the full contract duration.</b></p>
12.	Termination	<p>Request you to modify - Either Party shall have the right to terminate this Agreement by giving the other Party prior notice of 1 (one) months in writing.</p> <p><b>SAT response: Agreed</b></p> <p>In case of termination of the Agreement, all the unfinished jobs / assignments which have reached a material stage shall be completed by the <u>Agency</u> as may be mutually decided. Payments for such jobs / assignments shall be made by the Client as per the Agreement and as may be mutually decided upon. However, in case of non-payment of</p>

		<p>outstanding dues for more than 60 days, <u>Agency</u> reserves the right of suspension of work, without any notice to the client. Any such suspension will not absolve the Client from any outstanding / liability under this agreement and <u>Agency</u> will not be liable for any loss, cost, claim or expenses of whatsoever nature arises out of such suspension.</p> <p><b>SAT response: Agreed</b></p>
13.	Force Majeure	<p>For avoidance of doubt, request you to add - the clause should exclude the payment obligation of the Client for the services already rendered by Agency under this Agreement.</p> <p><b>SAT response: Agreed</b></p>
14.	Liquidated damages/Penalty	<p>Not acceptable, to be deleted</p> <p>We cannot agree to liquidated damages/penalty in any of our Agreement as all our services are with the prior approval of the Client and in accordance with the Scope of work or as agreed in monthly/quarterly plans.</p> <p><b>SAT response: Agreed; see reason above.</b></p>
15.	Precedence	<p>Request you to add-</p> <p>Any Work Order or similar document received from the Client, including but not limited to any code of conduct or policies received from the Client shall be for billing reference only and such document shall not take precedence over this Document.</p> <p><b>SAT response: Agreed</b></p>
16.	Applicable Law Governing Law, Dispute Resolution And Jurisdiction	<p>This Agreement, including all matters relating to it shall be governed by, and construed in accordance with, the laws of the India. Any action or proceeding arising out of or relating to this Contract or the Services shall be brought and maintained exclusively in the courts of Mumbai India</p> <p>Any reference to foreign laws shall be construed in accordance with relevant Indian laws.</p> <p><b>SAT response: Agreed</b></p>
17.	Survival	<p>Request you to add - The survival of all obligations shall be for a period of 1 year from expiry/termination.</p>

	<p style="text-align: right;"><b>SAT response: Normally confidentiality clause is in perpetuity or 5 years.</b></p>
14	<p><b>Response</b></p> <p>a) The requested comments and suggestions were noted, and SAT's response <b>highlighted</b> on each suggestion</p> <hr/> <p><b>Question</b></p> <p>The RFP specifies for a Proof of Joint-venture, consortium, or subcontracting (if applicable). The written undertaking of the Joint venture, consortium agreement between the main bidder and partner(s)/sub-contractor.</p> <p><b>Response</b></p> <p>The required proof is an agreement that must be signed off by both parties in the agreement. It can be in the form of a contract, a letter provided that all parties in the agreement signed and specify the roles, including nominating the go-to-go person as SAT.</p>

**The addendum addresses the questions and answers from the compulsory briefing sessions, including further opportunities for bidders to seek further clarity:**

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Signature(s)

\_\_\_\_\_

Bidder's representative Name (s)

\_\_\_\_\_

Date

\_\_\_\_\_

Capacity

\_\_\_\_\_

Bidder/organization's name