



**DATE OF ISSUE: 05<sup>TH</sup> DECEMBER 2025**

**INVITATION TO BID (OPEN TENDER)**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER: GGDA/06/2025-26/GIC PR MEDIA BUYING**

**CLOSING DATE: 23<sup>RD</sup> JANUARY 2026**

**CLOSING TIME: 11:00**

**BID VALIDITY PERIOD: 90 DAYS**

**BRIEFING SESSION: NONE**

**BRIEFING SESSION VENUE: NONE**

**BRIEFING SESSION TIME: N/A**

**BRIEFING SESSION DATE: N/A**

**DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE GAUTENG INVESTMENT CONFERENCE TENDER MARKETING, PR, MEDIA BUYING AND BRANDING**

**BID SUBMISSION REQUIREMENTS: ONLINE SWIFT**

**THE TENDER BID APPLICATION AND SUBMISSION OF DOCUMENTS MUST BE DONE THROUGH THE FOLLOWING LINK: [HTTPS://ETENDERS.GAUTENG.GOV.ZA](https://etenders.gauteng.gov.za)**

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### CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted? (Yes / No)
<b>SBD 1</b> (Invitation to bid)	Make sure it is fully completed & signed	Compulsory	
<b>SARS Tax Compliance Status Pin</b>	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
<b>SBD 3.3</b> (Pricing schedule)	Fully completed or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2 <sup>nd</sup> envelope)	
<b>SBD 4</b> (Bidder' Disclosure)	Make sure it is fully completed & signed	Compulsory	
<b>SBD 6.1</b> (Preference Points in terms of PPR of 2022)	Make sure it is fully completed & signed, and points claimed are allocated as per preferential procurement goals. Form not submitted bidder will score zero points	Other returnable to claim points	
<b>PART D: General Conditions of Contract (par30)</b>	Make sure it is fully completed and signed	Compulsory	
<b>Copy of Company Registration Documents</b>	1. Certificate of registration, 2. Change of name certificate (if applicable) 3. Register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate: CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
<b>Company Profile</b>	Include the organisational structure of the company	Other returnable	
<b>Certified copies of identity documents</b>	For all current shareholders / members Include the organisational structure of the company	Other returnable	
<b>Compulsory Briefing Session Register</b>	Make sure you sign the register in the bidding entity's name and for JV/Consortium or Partnership, should be indicated or all parties sign register	None	

**IF ANY OF THE ABOVE-MENTIONED COMPULSORY CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID**

1. All changes must be scratched out and a signature appended next to each change.
2. Bidders will be disqualified should the compulsory documents not be submitted.
3. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
4. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

**Please Note:** Certification as a “true copy of the original,” must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

# PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF  
GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**BID NUMBER:** GGDA/06/2025-26/GIC PR MEDIA BUYING **CLOSING DATE:** 23<sup>RD</sup> JANUARY 2026 **TIME:** 11:00

**DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE GAUTENG INVESTMENT CONFERENCE TENDER MARKETING, PR, MEDIA BUYING AND BRANDING**  
**BID DOCUMENTS MUST BE SUBMITTED: ONLINE SWIFT**

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

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS**

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO  
DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER..... VAT

REGISTRATION NUMBER..... HAS A

TAX PIN BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

**TOTAL BID PRICE - BIDDERS MUST NOT COMPLETE THIS SECTION HERE BUT SUBMIT IT AS PART (FINANCIAL PROPOSAL)**

## A.1.1. CONDITIONS OF BIDDING

### 1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

### 2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to: Email address: [tenders@ggda.co.za](mailto:tenders@ggda.co.za) [lebogangm@ggda.co.za](mailto:lebogangm@ggda.co.za) [fuziwek@ggda.co.za](mailto:fuziwek@ggda.co.za)
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **16<sup>th</sup> JANUARY 2026**
- 2.3 **Bidders may not contact any other GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.**
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA in regard to anything arising from the fact that pages are missing or duplicated.

### 3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

### 4 Submission of Tenders

#### 4.1 GGDA/06/2025-26/GIC PR MEDIA BUYING.

**THE TENDER BID APPLICATION AND SUBMISSION OF DOCUMENTS MUST BE DONE THROUGH THE FOLLOWING LINK: [HTTPS://ETENDERS.GAUTENG.GOV.ZA](https://etenders.gauteng.gov.za) ONLINE SWIFT no later than 11h00 on 23<sup>RD</sup> JANUARY 2026.**

- 4.2 The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
- 4.3 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All the erratum's will be published on the platforms where the tender was advertised and all bidders, to whom the bid documents have been downloaded will be advised in writing of such amendments in good time.
- 4.4 **GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole and essentially awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA**.

- 4.5 **GGDA** also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This will be added if applicable to the tender evaluation criteria and assessed when evaluating the bids.
- 4.6 GGDA also reserves the right to award this bid as a whole or in part.
- 4.7 GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.8 An incomplete price list shall render the bid non-responsive.
- 4.0 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. - N/A to this bid
- 4.10 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document

## **A.1.2 TAX COMPLIANCE STATUS REQUIREMENTS**

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

### **Tax Compliance Requirements**

- 1) Bidders must ensure compliance with their tax obligations.
- 2) Bidders are required to submit their Tax Compliance Status Pin issued by SARS to enable the Organ of State to verify the Taxpayer's Profile and Tax Status.
- 3) Application for Tax Compliance Status (TCS) Pin may be made via e-Filing through the SARS Website [www.sars.gov.za](http://www.sars.gov.za).
- 4) Bidders may also submit a printed tax pin together with the bid.
- 5) In Bids where Consortia / Joint Ventures / Sub-Contractors are Involved; each party must submit a separate Tax Pin / CSD number.
- 6) Where no TCS Pin is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.
- 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



## **SECTION B: TERMS OF REFERENCE**

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### **THE APPOINTMENT OF A SERVICE PROVIDER FOR THE GAUTENG INVESTMENT CONFERENCE TENDER MARKETING, PR, MEDIA BUYING AND BRANDING**

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#### **1. BACKGROUND**

The Gauteng Growth Development Agency (GGDA) provides focused strategic capability for the Gauteng Department of Economic Development (GDED) to implement its economic development strategies. The GGDA's mandate is to grow Gauteng's economy by facilitating trade and investment, as well as increasing strategic infrastructure investment. It achieves this through the focused and dedicated pursuit of three key areas: trade and investment promotion, strategic economic infrastructure development, and business enablement.

#### **2. OBJECTIVE**

The 2026 Gauteng Provincial Investment Conference, themed “Igniting the Investment Potential of Africa’s Economic Hub”, is a critical platform for showcasing the province’s economic vision and attracting key stakeholders. The conference will attract local and international investors, policymakers, and industry leaders.

Marketing, public relations and advertising are cornerstones of success for the Gauteng Investment Conference, serving as powerful tools to attract global investors, industry leaders, and stakeholders to the region. By showcasing Gauteng's unique economic strengths, infrastructure, and investment opportunities through targeted campaigns, advertising creates awareness and fosters a compelling narrative about the province’s potential as a business hub. It highlights key industries, promotes success stories, and underscores government support for innovation and growth. Effective advertising not only drives attendance but also positions Gauteng as a premier destination for sustainable investment, enabling the conference to achieve its goal of stimulating economic growth and creating jobs.

#### **3. TARGET AUDIENCE**

##### **Primary audience:**

- Investors – local and international
- Professionals in the infrastructure development value chain
- Government entities and officials engaging in trade and investment (Chambers, agencies and government departments)
- Development Finance Institutes

##### **Secondary audience:**

- Gauteng government departments
- National government
- Corporates
- Entrepreneurs

#### **4. SCOPE OF WORK**

##### **4.1 MEDIA BUYING**

- **Radio (two radio stations with relevant audiences)**
  - 200x 30-second generic adverts.
  - 8x 5-10 minute interviews.
  - Scripts and production of the adverts.
  - Upload to the respective radio station podcasts.
  - Promotion of the interviews on social media platforms

- **Digital advertising**
  - Promote the conference across various platforms:
    - Google Search
    - Google Display/Online publications
    - YouTube
- **Billboards**
  - 2x digital billboards in strategic sites:
    - Sandton/Midrand (N1 north & N1 south)
- **Airport TV**
  - OR Tambo International Airport
    - Airport TV Domestic Terminal (departures and arrivals)
    - Airport TV International Terminal (departures and arrivals)
- **Street poles**
  - Street pole posters (design, production and procurement of sites)

#### **4.2. MEDIA COORDINATION**

- Invite media to all the pre-GIC Roadshows, launch and the main event, including support to media briefings
- Develop media packs for journalists with progress on investments to date
- Develop a media schedule and plan for GIC
- Develop Thought leadership articles x 10 to provide progress on various sector investments in Gauteng, including public sector projects
- Initiate media partnerships and execute

#### **4.3. PUBLIC RELATIONS (PR)**

- Create and implement a PR strategy to build interest and credibility for the conference.
- Write and distribute press releases to relevant media outlets.
- Organise and manage press briefings, interviews, and media appearances.
- Monitor and manage media coverage, providing reports and insights on public perception, AVEs, etc.
- Secure a media partnership, to be approved by the client. The partnership should include the following:
  - Interviews
  - Advertorials/features
  - Broadcast of the Conference
  - Extensive reach of content pre-investment forum for promotion of attendance

#### **4.4. BRANDING**

- Create a branding plan for approval
- Branding application on lifts, walls in the venue and outdoor branding application, street poles branding
- Event Banners: Produce large event production branding and small pull-up banners for strategic placement at entrances, session halls, and networking areas. The chosen service provider to share three options.
- Oversee branding execution at the venue, ensuring consistent visibility and professional aesthetics.
- Backdrops in the venue and brand application in the venue, and outdoor branding in the precinct of the venue
- Branding of the breakaway venues x 5 (Backdrop branding)

#### 4.5. MARKETING

**The scope includes, but is not limited to:**

- Develop and execute a comprehensive marketing strategy targeting local, continental, and global audiences.
- Design promotional materials, including digital and print media campaigns
- Leverage digital platforms, including social media, email campaigns, and websites, to create awareness.
- Collaborate with stakeholders to amplify outreach efforts.
- Backdrop design in each breakaway room
- Videography
  - Content development interviews with GGDA internal marketing, stakeholders & executives
  - Script writing
  - Storyboarding & overview
  - Investment Conference Promotional video

The appointed service provider will create a high-quality, visually engaging promotional video for the Gauteng Investment Conference. The video will capture Gauteng's economic appeal and strategic value as an investment destination. Notably, the video will serve as a compelling invitation for investors, emphasising Gauteng's strengths in innovation, collaboration, and sustainable growth.

  - Videos of x 10 investment companies (3 min), vignettes of the company videos for social media, Launch video and vignettes.
  - Roadshow vignettes.
- Live streaming the event on GGDA and GDED social media platforms (X, YouTube and Facebook).
- Social media syndication across provincial (departments and entities) accounts.
- Allocate a social media boosting budget.
- Event Photography, documenting the journey from roadshows to the conference. High-resolution images are provided in batches during the events for social media uploads.
- Conference videography (4x 3-minute post-event highlight video, interviews with key stakeholders for future use to form part of the raw footage handed over to the client.
- Videos of GIC investment pledges in implementation for social media (this must include site video shoots and editing of the videos) x 5 videos

#### 5. REQUIREMENTS

The selected service provider will be expected to meet the following requirements :

- The organisation must have 5 years of experience in public relations, marketing, branding and media buying.
- Team Leader/Account Manager: It is required for the team leader to have 6 years of experience in leading teams with diverse skills, strategic communication, public relations, marketing and branding, and digital and social media expertise.
- Project/Core Team: The project team or core team must have experience in the following criteria: strategic communication and public relations; marketing and branding; digital and social media expertise; layout and design (printing).
- Team Leader/Account Manager available to attend weekly update meetings (virtual or in-person) with the GGDA, which will increase to daily meetings 10 days before the conference.
- Adhere to agreed quantifiable monthly deliverables.

## **6. PROPOSAL SUBMISSION**

Potential service providers need to submit the following in the bid:

- Profile of organisation showing years of experience.
- Detailed resume of the account manager and specified team members.
- A portfolio of previous work that showcases their ability to fulfil the requirements set out in this ToR. This work must be similar to the scope.
- Provide at least five contactable references, not older than 3 years, corresponding to the work showcased in the portfolio.

## **7. SUBCONTRACTING ARRANGEMENTS**

If the execution of work to be performed by your organisation requires hiring contractors, you must clearly state this in your proposal. Subcontractors must be identified, and their work must be defined. Please provide the subcontractor's name(s) and addresses in your proposal. The GGDA will not refuse a proposal based on the use of subcontractors; however, we retain the right to reject the subcontractors you have selected.

## **8. INTELLECTUAL PROPERTY**

Copyrights and all other intellectual property rights in any document, ideas, software, or other information developed and/or written, pursuant to these Terms of Reference, or any other contract / sub-contract to which these Terms of Reference refers, shall vest jointly in the party originating them and/or the party /s directly / indirectly financing the development of the same.

In addition, no development shall be deemed to be a joint development and, therefore, jointly owned unless identified as such in writing. If each party contributes to the development of a work product, and such work product is not identified as a joint work product, each party's ownership rights shall be limited to the portion of work developed and/or financed by it. Each party will, however, negotiate the transfer of the licensing of its ownership rights, where applicable, to the other party upon mutually acceptable terms.

All information generated, communication produced, and data acquired under the auspices of this project remain the intellectual property of GGDA.

## 5. EVALUATION CRITERIA

In line with Preferential Procurement Regulation 2022 (PPR, 2022). The evaluation of responsive Tender offers shall be on the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Preferential Procurement Special Goals in line with the Preferential Procurement Regulations, 2022.

The procedure for the evaluation of responsive tenders will be as follows: -

The procedure for the evaluation of responsive tenders will be as follows: -

- 1<sup>st</sup> Stage – Administrative compliance
- 2<sup>nd</sup> Stage – Functionality (minimum of 70 points required to move to next stage)
- 3<sup>rd</sup> Stage - Price & Preferential Procurement Goals (80/20 calculation)

### 1<sup>ST</sup> STAGE - ADMINISTRATIVE COMPLIANCE

GGDA has set minimum standards that a bidder needs to meet to be evaluated and selected for further evaluation process. The minimum standards consist of the following: -

- Without limiting the generality of GGDA's other critical requirements for this Bid, the bidder(s) must submit the documents listed in Part A. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s).
- During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bids must be submitted in the original/official form. Bidders are required to submit a bid for providing the whole works, services or supply identified in the bid document unless stated otherwise as an additional condition in the conditions of the bid.

The evaluation during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, which requirements include the following:

- a) Submission of duly completed and signed Standard Bidding Documents and other requirements, as reflected in this RFP, which cover the following: -
  - Submission of a valid Certificate of Incorporation i.e., CIPC company registration documents or a CSD report
  - Submission of a valid B-BBEE verification/Sworn affidavit
  - Submission of duly completed Standard Bidding Documents and other requirements, as reflected in this RFP, which cover the following: - Technical Proposal in line with the Technical Evaluation Criteria - Financial/ Price Proposal
  - Failure to submit a completed and signed standard bidding document will result in the bidder not being evaluated further or disqualified.
- b) In the event of a Joint Venture or Consortium(s)/ or primary bidder with a subcontractor, the following requirements will apply;
  - Bidders who wish to respond to this bid as a Joint Venture [JV] or consortium with BBEE entities/ primary bidder with a subcontractor must state their intention to do so in their tender submission. Such Bidders must also submit a signed JV/consortium/ subcontracting agreement between all the parties, and fully signed by all parties or authorised personnel as nominated.
  - A consortium or joint venture must submit a consolidated B-BBEE Status Level verification certificate.

Failure by the bidder to comply with the "administrative compliance" will result in the bidder being disqualified and not evaluated further.

## 2<sup>nd</sup> STAGE: FUNCTIONALITY EVALUATION

TECHNICAL EVALUATION CRITERIA		Points Weight	Points Scored
Functionality and Capabilities	Evidence/ supporting information required	100	
<p>1. The Service provider must provide the organisation's profile showing years of experience in public relations, marketing, branding and media buying.</p> <p><b><u>Experience:</u></b></p> <ul style="list-style-type: none"> <li>➤ 5 years and above experience = <b>(10 points)</b></li> <li>➤ Less than 5 years experience = <b>(5 points)</b></li> <li>➤ Less than 3 years experience = <b>(1 points)</b></li> <li>➤ No experience = <b>(0 points)</b></li> </ul>	Company profile	10	
<p>2. The service provider must provide a portfolio of previous work showcasing their ability to fulfil the requirements of this ToR.</p> <p><b><u>Quality of work showcased and relevance to the scope</u></b></p> <ul style="list-style-type: none"> <li>➤ Exceptional – (8 or more relevant projects covering all areas) = <b>(30 points)</b></li> <li>➤ Very good – (5-7 relevant projects covering all areas) = <b>(20 points)</b></li> <li>➤ Good – (2-4 relevant projects covering all areas) = <b>(10 points)</b></li> <li>➤ Below Average - (1 relevant project covering all areas) = <b>(0 points)</b></li> </ul>	Portfolio of previous work <b>relevant to the scope.</b>	30	
<p>3. Methodology and sample artwork</p> <p>The service provider must submit a methodology for approaching the scope and sample artwork for two marketing/branding assets, i.e. street pole poster, social media poster, billboard, etc.</p> <ul style="list-style-type: none"> <li>➤ Proposal with methodology, timelines and 2x sample artwork = <b>(20 points)</b></li> <li>➤ Proposal with methodology, timelines and only one sample artwork = <b>(10 points)</b></li> <li>➤ Proposal without methodology, or sample artwork = <b>(0 points)</b></li> </ul>	Sample artwork	20	
<p>4. Signed and dated reference letters, <b>not older than 3 years.</b></p> <ul style="list-style-type: none"> <li>➤ 2 points for each reference letter provided to a maximum of 10 points</li> </ul>	Reference letters (for social media management, graphic design, PR, marketing, branding and or media buying) must not be older than three years.	10	

TECHNICAL EVALUATION CRITERIA		Points Weight	Points Scored
Functionality and Capabilities	Evidence/ supporting information required	100	
	Letters must clearly state the year in which the service was rendered, the client's level of satisfaction and contact details for the client.		
<p>5. Provide a concise CV of the <b>Team Leader/Account Manager</b> (detailing educational qualifications and years of experience in strategic communication, project management, marketing and branding, and digital media).</p> <p><b>Experience and qualifications will be scored as follows:</b></p> <p><b>Experience:</b>  5 years and above experience <b>(5 points)</b>  Less than 5 years experience = <b>(3 points)</b>  Less than 3 years experience = <b>(1 points)</b>  No experience = <b>(0 points)</b></p> <p><b>Qualifications:</b>  Postgraduate degree and above = <b>(5 points)</b>  Bachelors degree = <b>(3 points)</b>  Diploma = <b>(2 points)</b></p>	<p>A comprehensive CV for the Team Leader/Account Manager and copies of the qualifications</p> <p><b>Scores will be on the highest qualification submitted.</b></p>	10	
<p>6. Provide a concise CV of the <b>Graphic Designer</b> (detailing educational qualifications and years of experience in design).</p> <p><b>Experience and qualifications will be scored as follows:</b></p> <p><b>Experience:</b>  5 years and above experience <b>(5 points)</b>  Less than 5 years experience = <b>(3 points)</b>  Less than 3 years experience = <b>(1 points)</b>  No experience = <b>(0 points)</b></p> <p><b>Qualifications:</b>  Postgraduate degree and above = <b>(5 points)</b>  Bachelors degree = <b>(3 points)</b>  Diploma = <b>(2 points)</b></p>	<p>A comprehensive CV for the <b>Graphic Designer</b> and copies of the qualifications</p> <p><b>Scores will be on the highest qualification submitted.</b></p>	10	
<p>7. Provide a concise CV of the <b>Writer</b> (detailing educational qualifications and years of experience in journalism, corporate communication etc.)</p> <p><b>Experience and qualifications will be scored as follows:</b></p>	<p>A comprehensive CV for the <b>Writer</b> and copies of the qualifications</p> <p><b>Scores will be on the highest qualification</b></p>	10	

TECHNICAL EVALUATION CRITERIA		Points Weight	Points Scored
Functionality and Capabilities	Evidence/ supporting information required	100	
<u><b>Experience:</b></u> 5 years and above experience <b>(5 points)</b> Less than 5 years experience = <b>(3 points)</b> Less than 3 years experience = <b>(1 points)</b> No experience = <b>(0 points)</b>  <u><b>Qualifications:</b></u> Postgraduate degree and above = <b>(5 points)</b> Bachelors degree = <b>(3 points)</b> Diploma = <b>(2 points)</b>	submitted.		
<b>Total Score</b>		<b>100</b>	
<b>MINIMUM SCORE REQUIRED</b>		<b>70 POINTS</b>	

NB: The minimum threshold for the functionality evaluation is **70 points.** The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.



### 3<sup>RD</sup> STAGE - PRICE & PREFERENTIAL PROCUREMENT SPECIAL GOALS EVALUATION CRITERIA

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & Preferential Procurement Special Goals.

The GGDA will apply the 80/20 Preference Point System in accordance with Regulation 4 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

The points will be allocated as follows:

PREFERENCE POINT SYSTEM	POINTS
Price	80
Specific Goals (refer to requirements below)	20
<b>Total Points for Price and Preference Points</b>	<b>100</b>

#### Specific Goals Requirements:

	Preferential Procurement Goals	Yes/NO	Weight = 20 points if R50 000 000 and less
			Number of Points
1	B-BBEE Status Level of Contributor 1	20	
2	B-BBEE Status Level of Contributor 2	15	
3	B-BBEE Status Level of Contributor 3	10	
4	B-BBEE Status Level of Contributor 4	5	
	<b>TOTAL POINTS</b>	<b>20</b>	
	<b>PRICE</b>		<b>= 80 points if R50 000 000 and less</b>
	<b>TOTAL PREFERENTIAL PROCUREMENT GOALS &amp; PRICE</b>		<b>100</b>

**THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### **VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

Tenderers are required to submit proof of their B-BBEE Status Level of Contributor to substantiate their B-BBEE rating claims. Failure to comply with the following requirements will result in the bidder forfeiting B-BBEE preference points:

1. An Exempted Micro Enterprise (EME) is required to submit a valid sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership.
2. A Qualifying Small Enterprises (QSE) which is at least 51% black owned is required to submit a valid sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership.
3. A Qualifying Small Enterprise (QSE) which is less than 51% black owned is required to submit a valid B-BBEE Status Level Verification Certificate including a valid sworn affidavit declaring their annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end.
4. Bidders who do not qualify as EME's and QSE's as outlined above, must submit valid B-BBEE Status Level Verification Certificates.
5. Public entities and tertiary institutions must submit valid B BBEE Status Level Verification certificates.
6. A trust, consortium or joint venture must submit a valid consolidated B-BBEE status level verification certificate for every separate bid.

**Please note:**

- B-BBEE Status Level Verification Certificates must be issued by an Agency accredited by SANAS and must be valid
- Sworn Affidavits for (EME's and QSE's) as outlined in 1 and 2 above must be submitted by bidders in support of their B-BBEE level should comply with the Department of Trade, Industry and Competition (DTIC) format or Companies and Intellectual Property Commission (CIPC) format which can be found on the respective DTIC and/or CIPC websites.
- Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963

**VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BVA number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee> default.
  - The relevant BVA may be contacted to confirm whether such a certificate is valid.

## FINANCIAL PROPOSAL/COSTING

**SBD 3.3**

### PRICING SCHEDULE

#### (Professional Services)

<b>Name of bidder</b> .....
<b>Bid number: GGDA/06/2025-26/GIC PR MEDIA BUYING</b>
<b>Closing Time: 11:00</b>
<b>Closing date: 23<sup>RD</sup> JANUARY 2026</b>

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

Bidders need to price their proposal in detail as per scope of work and deliverables expected.

ITEM No	Description	Cost Excluding VAT
1	<b>Radio:</b> (two radio stations with relevant audiences)	
2	<b>Digital advertising:</b> Google Search, Google Display/Online publications, YouTube	
3	<b>Billboards:</b> 2x digital billboards in strategic sites: Sandton/Midrand (N1 north & N1 south)	
4	<b>Airport TV:</b> Domestic Terminal (departures and arrivals) & Airport TV International Terminal (departures and arrivals)	
5	<b>Street poles posters:</b> (design, production and procurement of sites)	
6	<b>Media Coordination</b>	
7	<b>Branding</b>	
8	<b>Marketing</b>	
9	<b>Public Relations</b>	
<b>Subtotal</b>		
<b>VAT @ 15%</b>		
<b>TOTAL COST</b>		

# **PART B**

# **DECLARATION OF**

# **INTEREST**

## 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

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:

.....  
 .....

<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.

2.3 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

<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.

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**

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION  
PROGRAMME (CHOOSE ONLY IF APPLICABLE)**

**This document must be signed and submitted together with your bid**

## **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## **1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - a) Any single contract with imported content exceeding US\$10 million.
  - Or
  - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. Or
  - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
  - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.



2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.



**Bid Number**\_\_\_\_\_ **Closing Date**\_\_\_\_\_

**Name of Bidder**\_\_\_\_\_

**Postal**\_\_\_\_\_ **Address**\_\_\_\_\_

**Signature**\_\_\_\_\_ **Name**\_\_\_\_\_ **Date**\_\_\_\_\_

# **PART C – PREFERENCE POINT SYSTEM**

## 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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<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 PREFERENCE POINT SYSTEMS

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = 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 points is allocated for price on the following basis:

## 80/20

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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) (Proof of evidence required)
B-BBEE Status Level of Contributor 1	20	
B-BBEE Status Level of Contributor 2	15	
B-BBEE Status Level of Contributor 3	10	
B-BBEE Status Level of Contributor 4	5	
The tenderer must be an entity which is at least 51% owned by black people who are youth.	N/A	
The tenderer must be an entity which is at least 51% owned by black people who are women.	N/A	
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	N/A	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	N/A	
The tenderer must be an entity which is 51% owned by black people who are military veterans.	N/A	
The tenderer must supply locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	N/A	
The tenderer must be an entity which is a cooperative, which is 50% owned by black	N/A	

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) (Proof of evidence required)
people.		
<b>TOTAL POINTS FOR SPECIAL GOALS</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any



of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses, or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

# PART D

## **D1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

### **1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods, or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any, and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## **2. Interpretation**

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicate a contrary intention: -
- 2.2 An expression which denotes
  - any gender includes the other gender;
  - a natural person included an artificial or juristic person and vice versa;
  - the singular includes the plural and vice versa;
- 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
  - 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
  - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
  - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
  - 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
  - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
  - 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
  - 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favourable bid or, If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
  - 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfilment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

#### Bidder's Information

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby offers to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

## **D2: GENERAL CONDITIONS OF CONTRACT (GGDA)**

### **NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid and contract documents.
- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

### **TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
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## GENERAL CONDITIONS OF CONTRACT (GGDA)

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.



- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means those functional services ancillaries to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the service provider covered under the contract.
- 1.20 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.
- 5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

## **6. Patent rights**

- 6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

## **7. Performance Security**

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

## **8. Delivery and Documents**

- 8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.
- 8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

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

## **10. Transportation**

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

## **11. Incidental Service**

- 11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
  - (d) performance, supervision, or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

## **19. Penalties**

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

## **20. Termination for default**

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
  - (b) if the service provider fails to perform any other obligation(s) under the contract; or
  - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If the client intends imposing a restriction on the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

## **21. Force Majeure**

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **22. Termination for insolvency**

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

## **23. Settlement of Disputes**

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

## **24. Limitation of liability**

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
  - (b) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## **25. Governing language**

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

## **26. Applicable law**

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

## **27. Notices**

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

## **28. Taxes and duties**

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

**29. National Industrial Participation (NIP) Programme**

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

**30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED – if not fully completed and signed, bidder will be disqualified on admin stage)**

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

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**TYPES OF BUSINESS** \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITIES** \_\_\_\_\_

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**COMPANY REGISTRATION NUMBER** \_\_\_\_\_

**BIDDER'S CSD NUMBER:** \_\_\_\_\_

**VAT REGISTRATION NUMBER** \_\_\_\_\_

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**POSTAL ADDRESS (IN BLOCK LETTERS)**

---

**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

---

**CONTACT PERSON/ NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

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**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?** \_\_\_\_\_

---

**TELEPHONE NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

---

**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

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# **ANNEXURE B**

## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

**DOWNLOADABLE FROM THE NATIONAL TREASURY WEBSITE USING THE  
FOLLOWING LINK**

**[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)**



# INTEGRITY PACT FOR BUSINESSES

## **FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

## **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

## **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

## **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

## **6. REPUTATION**

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.81, copy of which is attached marked Annexure A, and that:
- 8.2 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.3 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.4 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.5 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.6 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

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<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg

8.7 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the

Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## **11. CONFLICT OF INTEREST**

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## **12. LEGAL ACTIONS**

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **13. VALIDITY**

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



## GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	GGDA-06-2025-26-GIC PR MEDIA BUYING
Date	