



government communications

Department:
Government Communication and Information System
REPUBLIC OF SOUTH AFRICA

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DATE: 01 August 2025

ATTENTION ALL POETENTIAL BIDDERS

ADDENDUM: ESTABLISHMENT OF A COMMUNITY MEDIA PANEL OF AGENCIES FOR THE PROCUREMENT OF ADVERTISING SPACE IN COMMUNITY, PRINT, ONLINE, BROADCAST (RADIO AND TELEVISION) AND SMALL COMMERCIAL MEDIA (Print only)

1. THE ORIGINAL DOCUMENT AS POSTED 19 JULY 2025, Amendments and Clarifications

- 1.1. Page 25, Paragraph 29.2 states that the closing date is 11 August 2025. The correct closing date is 21 August 2025.**
- 1.2. Page 25, Paragraph 29.2 indicates that electronic submissions will be accepted. Please note that: **Electronic submission will not be accepted for this bid.****
- 1.3. All bid submissions must be hand-delivered to the GCIS office Address:**
Government Communications (GCIS)
1035 Francis Baard Street
Corner Festival, Tshedimosetso House
Pretoria,
0001
- 1.4. CLOSING TIME FOR ALL SUBMISSIONS: 11:00 AM**

1. RATE CARD REQUIREMENTS:

- 1.1. Refer to Pages 13, Paragraphs 13.1 to 13.4, corrected and revised:**
All bidders are permitted to list all channels, stations, and publications in accordance with these rate card requirements below:



Regeringskommunikasje • Dikgokahano tsa Mmuso • Dilithaeletsano tsa Puso • Dikgokaganyo tsa Mmušo • Ezokuxhumana kukahulumeni •
EzoNxibelelwano lukaRhulumente • Tekuchumana Tahulumende • zokuThintana kukaRhulumente • Vuhlanganisi bya Mfumo • Vhudavhidzani ha Muvhuso

**2. TECHNICAL EVALUATION CRITERIA FOR BROADCAST COMMUNITY
MEDIA PLATFORMS (TV AND RADIO) Page 21- 22**

2.1.1. The heading for gate 1 on Page 21 is hereby corrected and revised:
**Technical Evaluation Criteria for Community Media Panel of
Agencies.**

3.3. The updated technical evaluation criteria

Aspect	Description	Weight
1. Experience and credentials (proven track record in the community media sector and campaign management)	(1) Bidder must showcase their proven record by providing a company profile, highlighting their credentials by stating the company's experience within media placement and campaign management. 1- 2 years (3 Points) 3 – 5 years (4 points) Over 5 years (5 points) Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	40
2. Signed and contactable references letters	(1) Bidders must provide signed and contactable reference letters on official letterheads and dated within the past 12 months. To be considered compliant and valid the reference letters must align with criteria outlined in paragraph 5.16 3 x Reference letters: (3 points) 4 x Reference Letters (4points) 5 + or more Reference letters (5 points)	20

	Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	
3. Post Campaign Report	(1) Bidders are required to submit a post-campaign report for one of the three campaigns referenced in the signed reference letters provided from their clients list. 1. Name of client 2. Campaign name 3. Campaign Budget 4. Duration of the campaign (start and end date) 5. Geographic reach/coverage of the campaign 6. Campaign reach and frequency 7. Campaign monitoring (how was this done) 8. Campaign challenges and successes 9. Campaign goals and execution elements 10. Proof of flighting. Provision of 1 – 3 of the above required in the post campaign report = 2 points Provision of 4 – 6 of the above required in the post campaign report = 3 points	30

	Provision of 7 – 9 of the above required in the post campaign report = 4 points Provision of all 10 of the above required in the post campaign report = 5 points Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	
1. Company independence	(1) Sworn affidavit as per the law that confirms their independence which in not older than three months to prove the bidder is South African-based and independent from any broadcast media and digital publishers. 1. No signed affidavit that confirms the company's independence – 0 points 2. Sworn affidavit as per the law = 5 points	10
Total		100

Bidders should also note that the RDP Goals (Specif Goals) have been elaborated in detail on how they are going to be utilised as indicated on paragraph 10.2 and 10.3 of the specification.


 Gcobisa Soci
 CFO

Date: 01 August 2025



**government
communications**

Department:
Government Communication and Information System
REPUBLIC OF SOUTH AFRICA

BID SPECIFICATIONS: RFB 003 - 2025/2026

ADDENDUM: ESTABLISHMENT OF A COMMUNITY MEDIA PANEL OF AGENCIES FOR THE PROCUREMENT OF ADVERTISING SPACE IN COMMUNITY, PRINT, ONLINE, BROADCAST (RADIO AND TELEVISION) AND SMALL COMMERCIAL MEDIA (Print only)

PANEL DURATION: 36 MONTHS/3 YEARS

COMPULSORY BRIEFING DATE: 25 July 2025

CLOSING DATE: 21 August 2025

VALIDITY PERIOD: 120 DAYS

1. INTRODUCTION

- 1.1. To deliver campaign messages, agencies must be able to reach identifiable target markets, communities of interest across all geographic areas in South Africa.
- 1.2. Agencies must be able to place advertisements on community media platforms as well as small commercial media. Community Media and Small commercial media are defined under the MDDA Act of 2002 as the following
 - 1.2.1. Community Media is defined as a geographically founded community or any group of people or sector of the public having a specific ascertainable common interest. This also refers to any media project that is owned and controlled by a community where any financial surplus generated is reinvested in the project.
 - 1.2.2. Small Commercial Media are independent media enterprises or initiatives that are run for personal gain as micro, very small or small business as classified in the National Small Business Act, 1996.

2. PURPOSE

- 2.1. The purpose of the tender is to appoint suitably qualified and experienced service providers for a panel of community media and small commercial media agencies that will efficiently, and cost effectively execute the placement of any paid media or advertising campaigns for the Government Communication and Information Service (GCIS).
- 2.2. Community media and small commercial media services comprise:
 - 2.2.1. Community print (Run of paper)
 - 2.2.2. Community Prints Online
 - 2.2.3. Broadcast community television (TV)
 - 2.2.4. Broadcast community radio
 - 2.2.5. Small commercial media (print only)

3. BACKGROUND

- 3.1. GCIS is responsible for coordinating the government's communication system and assisting national government and provincial departments with planning, implementation and management of communication activities including media buying, media production and marketing services.
- 3.2. Media bulk buying is a specialised procurement function that involves target market analysis using tools of trade and identification of media (paid for) to achieve communication objectives specific to client tasks, and the procurement of such identified media at optimal price and placement. Cost efficiency is enabled through the negotiated cost of placement to ensure that the best possible value can be secured through economies of scale, resulting from consolidating government's advertising expenditure.
- 3.3. Furthermore, the Directorate: Media Buying is tasked with enhancing local business participation through the support it provides for community media platforms and small commercial enterprises.

4. BID REQUIREMENTS

The bidder(s):

- 4.1. must be able to customise all production, content and advertising material as per GCIS requirements at the time of brief to suit the platforms that bidders represent.
- 4.2. needs to be able to provide a strategy that ensures that their publishers and broadcast media reach target audiences and communities of interest within their specified geographic areas and markets.
- 4.3. are liable and responsible for ensuring that their publishers and broadcast media platforms can fulfil the requirements for participation in any procurement activities outlined by the GCIS and be able to present evidence/proof thereof.
- 4.4. must be capable of handling multiple requests from the GCIS simultaneously while carrying out different messages, goals and campaign timelines while recognising the campaign requirements as per each publication and broadcast media platforms deliverable such as reach and frequency; and
- 4.5. Should a contract with a publisher, broadcast media platform or small

- commercial enterprise expire within the three-year duration of the tender, the bidder should submit a renewed contract to comply with the requirements.
- 4.6. It should be noted that the contract for this tender is fixed for three years or 36 months, and the GCIS will not allow the appointed bidders to add any new publications, broadcast media or small commercial media to their list of representatives within this period.

5. SPECIAL REQUIREMENTS

- 5.1. All bidders must declare upfront any prohibition that may affect them placing any GCIS advertising material due to being or previously blacklisted by any publisher, broadcaster or media house.
- 5.2. All bidders who are currently blacklisted will not be allowed to bid for this tender.
- 5.3. For community print submissions, bidders must provide endorsement letters from the online and print media industry associations which their publications belong to. Bidders who fail to submit these associations' endorsement will not be eligible to be part of the panel.
- 5.4. Bidders for community print must submit a copy of the constitution of association/s that have given them the endorsement/s. Bidders who fail to submit the constitution will not be eligible to be part of the panel.
- 5.5. GCIS requires bidders to be able to produce a valid appointment contract from each of the publishers or publications that they represent (community print newspapers and online).
- 5.6. **The contracts submitted by the bidders must have the following:**
- 5.6.1. Name of the prospective bidder and the publisher or station that the bidder is representing.
- 5.6.2. Business / Commercial address.
- 5.6.3. Duration of the contract (start and end date).
- 5.6.4. Disclosure of their commission fee structures and/or agreements, including all percentages for all parties.
- 5.6.5. Payment terms stating the time it will take the bidder to pay the publisher or the station.
- 5.6.6. Date and signatures of all relevant parties; and
- 5.6.7. The list of newspapers represented must be attached to the contract and
- Establishment of a community media panel of agencies for the procurement of advertising space in community, print, online, broadcast media (radio and television) and small commercial media (Print Only) Page | 4

initialed by all signatories as an annexure.

- 5.7. Small commercial media owners (Publishers) who are not represented by an agency do not require a contract; furthermore, special exemption will be granted to an individual/ entity whose media sales house is owned by the same holding company.
 - 5.7.1. As part of their proposal, community print bidders must submit a distribution strategy/plan that clearly outlines how the publications they represent are distributed, particularly to townships and rural areas. The strategy must also demonstrate how the distribution approach contributes to local employment creation within those communities.
 - 5.7.2. Sustainability proposal – community print publications
 - 5.7.3. Bidders representing community print publications are required to submit a detailed sustainability proposal that demonstrates the bidder's strategic approach to ensuring the long-term viability of the publications they represent or own. The evaluation will consider how well the bidder addresses any of the following key sustainability areas:
 - 5.7.4. Consistent printing: Plans and mechanisms to ensure regular and uninterrupted printing of the publication.
 - 5.7.5. Consistent distribution: Strategies for achieving reliable and timely distribution to the target readership.
 - 5.7.6. Affiliation with the Audit Bureau of Circulations (ABC) circulation: Support mechanisms or actions to assist publications in gaining and maintaining affiliation with the ABC.
 - 5.7.7. The sustainability proposal must be realistic, actionable and tailored to the operational context of community print media. The submitted sustainability proposal will form part of the bidder's Memorandum of Agreement (MOA) with the GCIS and will be subject to quarterly and/or annual performance evaluations.
 - 5.7.8. **Note:** Bidders who fail to submit a sustainability proposal will not be eligible for inclusion on the panel.
- 5.8. **Community broadcast bidders are to provide the following to GCIS:**
 - 5.8.1. Bidders must provide a valid signed contract and broadcast licenses with radio stations or TV channels and the contract must have the following:
 - 5.8.2. Name of the prospective bidder and the station that the bidder is representing.

- 5.8.3. Operational address and contact details of the signatories.
- 5.8.4. Duration of the contract (start and end date).
- 5.8.5. The prospective bidders are required to disclose their commission fee structures, agreements that include all percentage for all parties.
- 5.8.6. The contract must also have payment terms stating the time it will take the bidder to pay the station.
- 5.8.7. Date and signature of all relevant parties; and
- 5.8.8. The list of stations being represented must be attached to the contract and initiated by all signatories as an annexure.
- 5.9. Bidders are required to provide a methodology or system that they will use to track and verify flighting on all platforms and channels.
- 5.10. Bidders are required to provide a sustainability proposal that demonstrates their approach to making sure the stations they represent are sustainable, as per paragraph 5.11 below.
- 5.11. Appointed bidders will be required to provide proof of flighting for each station that has implemented a campaign, including the recording of the advert that flighted.
- 5.12. **Sustainability strategy – community broadcast:** Bidders must submit a comprehensive sustainability strategy/plan as part of their technical proposal. This strategy will be evaluated based on the extent to which it demonstrates a clear, practical and effective approach to supporting the long-term sustainability of the community broadcast stations they represent.
- 5.13. **The evaluation will assess how effectively the bidder addresses the following key sustainability areas:**
 - 5.13.1. **Support in managing SENTECH debt:** Proposals to assist stations to reduce or manage existing debt obligations to SENTECH.
 - 5.13.2. **Signal distribution tariff support:** Strategies to assist with the payment or subsidisation of signal distribution tariff fees.
 - 5.13.3. **Rental space support:** Measures to ensure consistent and reliable payment of rental fees for station premises.
 - 5.13.4. **Training and skills development:** Programmes aimed at capacity building, including upskilling staff and volunteers in areas critical to station operation and sustainability.
 - 5.13.5. **Self-help signal and broadcast equipment:** Initiatives to provide or facilitate access to community-owned or self-managed signal and broadcast equipment.
 - 5.13.6. **Advocacy initiatives:** Demonstrated efforts to engage in advocacy that benefits the sustainability, recognition or regulatory support of community broadcasters.

- 5.14. Bidders need to note that the sustainability proposals submitted will be incorporated into the bidders' MOA with the GCIS and will be evaluated quarterly/annually should the bidder be appointed. Bidders who fail to submit the sustainability proposal will not be eligible for the panel.
- 5.15. **Prospective bidders are required to provide a detailed proposal outlining the following:**
- 5.15.1. Credentials and experience of the bidders.
 - 5.15.2. Provide a business profile stating the number of years the bidder has been in operation in the media sales and community media sector.
 - 5.15.3. Bidders with less than 12 months' experience in the field will not be considered for this panel.
 - 5.15.4. Bidders are required to attach the company profile and the Curriculum Vitae (CV) of the people who will work on GCIS campaigns; outlining their details and experience in media sales, placement and campaign management.
 - 5.15.5. Bidders must provide a list of all the publications and broadcast media platforms that they represent, including the area of coverage, communities of interest and language. In the list, the bidders must also indicate the reach or the print run of each platform that they have listed. The list must be initialed by the contract signatories.
 - 5.15.6. Bidders must provide three signed and contactable reference letters on official letterheads not older than 12 months.
- 5.16. **The reference letters must each indicate the campaign which the bidder implemented on behalf of the client stating the following:**
- 5.16.1. Client name
 - 5.16.2. Campaign name
 - 5.16.3. Duration of the campaign
 - 5.16.4. Geographic reach/coverage of the campaign (including provinces, cities, rural areas, small towns and villages).
 - 5.16.5. Bidders are required to provide a post-campaign report of one of the three campaigns referenced in the letters.

5.17. The post-campaign report must indicate the following, as it will be evaluated:

- 5.17.1. Name of client
- 5.17.2. Campaign name
- 5.17.3. Duration of the campaign
- 5.17.4. Geographic reach/coverage of the campaign
- 5.17.5. Distribution frequency for publication e.g. weekly, monthly, online rotation/audience reaches for broadcast media platform.
- 5.17.6. Language of each publication and online publication
- 5.17.7. Campaign implementation Campaign challenges and successes
- 5.17.8. Campaign goals and execution elements
- 5.17.9. Campaign tear sheets/proof of flighting/distribution.

6 SPECIAL CONDITIONS OF THE RFB

- 6.1.** GCIS may cancel this Request for Bid (RFB) due to changed circumstances where there is no longer a need for the service or media expertise, requirements specified in the invitation, or:
 - 6.1.1. Funds are no longer available to cover the total envisaged expenditure.
 - 6.1.2. No bids are acceptable.
 - 6.1.3. There is a material irregularity in the RFB process; and
 - 6.1.4. The successful bidder's rates may be negotiated by GCIS if they are not market-related or alternative suppliers who also proposed competitive rates for this RFB may be used.

7. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

- 7.1. By submitting the tender documents, the supplier agrees and consents in terms of paragraph 11(1) of the Protection of Personal Information Act (POPIA) of 2013, to the personal information which you provide being processed by the GCIS and its employees, agents, cabinet committees and sub-contractors for procurement purposes in accordance with the Act.

8. SCOPE OF THE BID AND REQUIREMENTS

8.1. Community print, online, and broadcast bidders are to provide the following to GCIS:

- 8.1.1. Bidders must be South African-based and be independent from any state-owned, media owner or advertising and marketing company by providing a signed affidavit that confirms their independence, not older than six months from the date of publishing the RFB.
- 8.1.2. Bidders must provide signed and valid contracts that confirm that they are the appointed representative of the listed publisher or online community publication.

8.2. The contracts must be compliant and have the following:

- 8.2.1. Name of the prospective bidder and the publisher or station that the bidder is representing.
- 8.2.2. Identity numbers (copies) of all signatories that are in the contract.
- 8.2.3. Residential or commercial addresses of the signatories and parties to the contract.
- 8.2.4. Duration of the contract (start and end date).
- 8.2.5. The prospective bidders are required to disclose their commission fee structures, agreements that include all percentage for all parties.
- 8.2.6. The contract must also have payment terms stating the time it will take the bidder to pay the publisher or the station.
- 8.2.7. Date and signature of all relevant parties; and
- 8.2.8. The list of newspapers and stations being represented must be attached to the contract and initiated by all signatories as an annexure.

8.3. Community print bidders must provide existing endorsements from the association that they belong to.

- 8.3.1. To be considered on the GCIS panel of community media, bidders must submit the copy of the constitution of their associations. Without these documents, the bidder will not be approved by the GCIS, and their publications will not be considered.
- 8.3.2. Community print bidders are required to provide a sustainability proposal that demonstrates their approach to making sure the publications they represent are sustainable.
- 8.3.3. Bidders must submit a distribution strategy/plan showcasing how the publications they represent are able to reach townships and rural areas and

how they create employment within those areas.

- 8.3.4. Successful bidders will not be allowed to add any publication or online publisher to the list submitted once the bid is closed, as it will remain for the duration of the contract.
- 8.3.5. Once appointed bidders will be required to provide a digital electronic copy of each newspaper printed as proof of flighting.
- 8.3.6. Bidders will also be required to sign a Service Level Agreement (SLA) with the GCIS.

9. COMMUNITY BROADCAST

9.1. Bidders are to provide the following to GCIS:

- 9.1.1. Bidders must be South African-based and be independent from any state owned, privately-owned broadcasting or any media owner or advertising and marketing company by providing a signed affidavit that confirms their independence which is not older than six months from the publishing date of the RFB.
- 9.1.2. Bidders must provide a valid signed contract and broadcast licenses with radio stations or TV channels.
- 9.1.3. Name of the prospective bidder and the station that the bidder is representing.
- 9.1.4. Operational address and contact details of the signatories.
- 9.1.5. Duration of the contract (start and end date).
- 9.1.6. The prospective bidders are required to disclose their commission fee structures, agreements that include all percentage for all parties.
- 9.1.7. The contract must also have payment terms stating the time it will take the bidder to pay the station.
- 9.1.8. Date and signature of all relevant parties; and
- 9.1.9. The list of stations being represented must be attached to the contract and initiated by all signatories as an annexure.
- 9.1.10. Bidders are required to provide a methodology or system that they will use to track and verify flighting on all platforms and channels.
- 9.1.11. Bidders are required to provide a sustainability proposal that demonstrates their approach to making sure the stations they represent are sustainable, as per paragraph 5.16 above.

9.2. Appointed bidders will be required to provide proof of flighting for each station

Establishment of a community media panel of agencies for the procurement of advertising space in community, print, online, broadcast media (radio and television) and small commercial media (Print Only) Page | 10

that has implemented a campaign, including the recording of the advert that flighted.

10. INFORMATION AND DOCUMENTS TO BE SUBMITTED BY BIDDERS/SUPPLIERS (SPECIFIC GOALS – PREFERENCE POINTS)

10.1. line with the Preferential Procurement Regulations (PPR) of 2022 and the GCIS Supply Chain Management Policy, GCIS has identified the RDP goals that will be used for this RFB.

10.2. This RFB is task driven, the RDP goals will be selected at the time of procuring of the relevant/specific service/s from the list of potential bidders who would have constituted the panel for this RFB.

10.3. The RDP goals will be limited to the list indicated below. It should however be noted that the RDP goals will be selected per each procurement of service, within the list indicated below in line with the 80/20 principles of procurement. It should further be noted that the required documentation to support the points claimed for preference by each potential bidder, will also be indicated at the procurement stage of each relevant service as follows

10.3.1. Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) that are in cities and urban areas in all provinces:

- (i) To claim preference points in this regard, bidders/suppliers are to provide the following information.
- (ii) Valid B-BBEE Certificate or sworn affidavit as proof of whether the supplier is classified as an EME or QSE .

10.3.2. The supplier/enterprises that are 100% owned by black people 51% or more owned by black people.

- (i) To claim preference points in this regard, bidders/suppliers are to provide the following information.

- (ii) Valid BBEE Certificate or Sworn affidavit to proof Ownership by Black People.

10.3.3. Promotion of youth-owned enterprises: These are enterprises that are 20% or more owned by youth.

- (i) To claim preference points in this regard bidders/suppliers are to provide the following information:
- (ii) Valid B-BBEE Certificate or Sworn affidavit to proof youth ownership.

10.3.4. Administrative and returnable documents to be submitted by potential bidders.

10.3.5. The Standard Bidding Documents (SBDs) forms are administrative documents as listed below. These documents must be fully and accurately completed and signed by the duly authorised prospective bidder.

10.3.6. These documents must be submitted with the proposal bidders:

- (1) SBD 1 - Invitation to bid
- (2) SBD 4 – Bidders' disclosure
- (3) SBD 6.1 - Preference Points Claim Form in terms of the Preferential
- (4) Procurement Regulations 2022
- (5) General Conditions of a Contract (GCC) and every initial page.

11. REGISTRATION ON CENTRAL SUPPLIERS' DATABASE

11.1. Bidders must be registered on the Central Suppliers Database (CSD) and provide CSD registration number. If a bidder is not registered, the bidder must complete the CSD registration of the company prior to submitting a proposal for this bid using the link <https://secure.csd.gov.za/> and submit proof of registration with the proposal.

11.2. Bidders must provide all the required information. It is the responsibility of prospective bidders/suppliers to ensure that the information provided is accurate and complete. All the supporting documents must be correctly referenced.

12. RATE CARDS (RATE SETTING STRUCTURE)

12.1. Bidders who are registered for Value Added Tax (VAT) are required to include it on a rate card in Rand value.

12.2. The rate cards must reflect the annual rate increases for the duration of three

years. The annual increase will be based on the previous average annual year Consumer Price Index. (CPI).

12.3. GCIS reserves the right to re-negotiate the annual rate increase based on the available budget with the appointed bidders.

12.4. If bidders are appointed to the panel and they have not filed the annual increase, GCIS will utilise the available rates for the duration of the 36-month/3-year contract period.

13. RATE CARD REQUIREMENTS FOR COMMUNITY MEDIA

13.1. All bidders are permitted to list all channels, stations, and publications in accordance with these rate card requirements below:

13.2. Community and Small Commercial print

Validity: 36 months/3-year rate card requirements:

Annual Rate Card 2025 (SA Rand Values incl VAT)									
No	Publication	Frequency	Size/Full Color			Size/ BW			Production
			strip	Half page	Full Page	strip	Half page	Full Page	
1									
Annual Rate Card 2026 (SA Rand Values incl VAT)									
No	Publication	Frequency	Size/Full Color			Size/ BW			Production
			strip	Half page	Full Page	strip	Half page	Full Page	
1									
Annual Rate Increase %									
Annual Rate Card 2027 (SA Rand Values incl VAT)									
No	Publication	Frequency	Size/Full Color			Size/ BW			Production
			strip	Half page	Full Page	strip	Half page	Full Page	
1									
Annual Rate Increase %									

13.2.1. GCIS reserves the right to request a quotation for any other available advertising opportunities offered by the publications both online and in print that may not be listed above.

13.3. Broadcast Community Radio

Validity: 36 months/3-year rate card requirements:

Annual Rate Card 2025 (SA Rand Values incl VAT)								
No	weekday Mon-Fri			Weekend Sat-Sun				
Channel/ Station	30 Sec	45 Sec	1 min	30 Sec	45 Sec	1 min	1 hr live	Outside Broadcast
1								
2								
annual Rate Increase %								
Annual Rate Card 2026 (SA Rand Values incl VAT)								
No	weekday Mon-Fri			Weekend Sat-Sun				
Channel/ Station	30 Sec	45 Sec	1 min	30 Sec	45 Sec	1 min	1 hr live	Outside Broadcast
1								
2								
annual Rate Increase %								
Annual Rate Card 2027 (SA Rand Values incl VAT)								
No	weekday Mon-Fri			Weekend Sat-Sun				
Channel/ Station	30 Sec	45 Sec	1 min	30 Sec	45 Sec	1 min	1 hr live	Outside Broadcast
1								
2								
annual Rate Increase %								

13.3.1. NB: Rate card offering is only limited to generic advertisements, on-air or online broadcast and outside broadcast (OB).

13.3.2. GCIS reserves the right to request a quotation for any other available advertising opportunities offered by the stations that may not be listed above.

13.4. Broadcast Community TV

Validity: 36 months/3-year rate card requirements:

Annual Rate Card 2025 (SA Rand Values incl VAT)									
	Weekday: Mon-Fri						Weekend: Sat & Sun		
Channel	Morning Rate 06:00	Day Time: 11:00- 17:59		Evening : 18:00- 22:59			Day Time: 11:00- 17:59	Evening : 18:00- 22:59	
Annual Rate Card 2026 (SA Rand Values incl VAT)									
	Weekday: Mon-Fri						Weekend: Sat & Sun		
Channel	Morning Rate 06:00	Day Time: 11:00- 17:59		Evening : 18:00- 22:59			Day Time: 11:00- 17:59	Evening : 18:00- 22:59	
Annual Rate Card 2027 (SA Rand Values incl VAT)									
	Weekday: Mon-Fri						Weekend: Sat & Sun		
Channel / Radio	Morning Rate 06:00	Day Time: 11:00- 17:59		Evening : 18:00- 22:59			Day Time: 11:00- 17:59	Evening : 18:00- 22:59	
annual Rate Increase %									

13.4.1. NB: Rate card offering is only limited to generic advertisements, on-air or online broadcast and outside broadcast (OB).

13.5. Community Media Online

Validity: 36 months/3-year rate card requirements:

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	2025		2026		2027		2025	2026	2027
elements	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly	Production		
Article creation/ write and edits									
Sponsored Article									
Full Horizontal Banners									
Half Page Horizontal Banner									
Full Page Vertical Banner									
Half Page vertical Banner									
Content Wrap									
annual rate increase %									

13.5.1. GCIS reserves the right to request a quotation for any other available advertising opportunities offered by the publications both online and in print that may not be listed above

14. PANEL MEMBERSHIP

- 14.1. Bidders must be financially secure, and shortlisted bidders may be required to prove financial security.
- 14.2. Successful bidders/agencies will be required to enter into an SLA and a binding confidentiality agreement with GCIS.

15. BID EVALUATION PROCESS

- 15.1. GCIS has set minimum standards (gates) that a bidder needs to meet to be evaluated and selected, consist of Gate 0, Gate 1 and Gate 2.

16. BID EVALUATION METHOD

- 16.1. The bidders/agencies will be evaluated in terms of the 80/20 preference points system, where 80 points will be for price only and 20 points for specific goals.

17. GATE 0: PRE-QUALIFICATION

Gate:0	Requirements
1. Community print and online (includes small commercial print publishers)	1. Valid and signed contracts with publishers 2. Endorsement letters from online and print media industry association 3. Copy of the constitution of their associations 4. Sustainability Proposal plan as reference in par 5.7.2 to 5.7.7

2. Community broadcast (community radio and TV)	1. Valid and signed contracts with broadcast media platforms 2. Broadcast licenses 3. Sustainability Proposal plan as reference in par 5.12 to 5.13.6
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18. GATE 1: FUNCTIONALITY

18.1. Bidders/agencies will be evaluated on Gate 1 with rate cards and specific goals in terms of the 80/20 preference points system.

Gate:1 Functionality	Gate:2 Price and specific RDP goals
1. Minimum scores to be met by prospective bidders. 2. Bidders who score minimum of 60% or more on functionality will form part of the panel.	(1) The bidders will be evaluated in terms of 80/20 preference points system, where 80 points will be for price only and 20 points for specific RDP goals (2) Specific goal: QSE or EME in cities and urban areas in all provinces. (3) The supplier/enterprises that are 100% owned by black people or 51% or more owned by black people. (4) Promotion of enterprises that are owned by youth. These are enterprises that are 20% or more owned by youth. To claim points for the specific goal, bidders are to submit all the required documents.

19. GATE 1: TECHNICAL EVALUATION CRITERIA APPLIES TO COMMUNITY PRINT, ONLINE AND SMALL COMMERCIAL MEDIA PLATFORMS

Aspect	Description	Weight
1. Experience and credentials (proven track record in the community media sector and campaign management)	(1) Bidder must showcase their proven record by providing a company profile, highlighting their credentials by stating the company's experience within media placement and campaign management. 1 – 2 years = (3 Points) 3 – 5 years = (4 points) Over 5 years = (5 points) Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	20
2. Signed and contactable references letters	(2) Bidders must provide signed and contactable reference letters on official letterheads and dated within the past 12 months. To be considered compliant and valid the reference letters must align with criteria outlined in paragraph 5.16 (3 x Reference letter) 3 points (4 x Reference letters) 4 points	20

3. Post Campaign Report	(5+ Reference letters) 5 points Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	
	(1) Bidders are required to provide a post-campaign report of one of the three campaigns referenced in the letters. The post-campaign report must entail the following: 1. Name of Client 2. Campaign name 3. Duration of the campaign 4. Geographic reach/coverage of the campaign 5. Distribution frequency for publication e.g. weekly, monthly etc 6. Language of each publication and online publication 7. Campaign challenges and successes 8. Campaign goals and execution elements 9. Campaign tear sheets/ proof of flighting/ distribution. Provision of 1 – 3 of the above required in the post campaign report = 2 points Provision of 4 – 6 of the above required in the post campaign report = 3 points Provision of 7 – 9 of the above required in the post campaign report = 4 points Provision of all 10 of the above required in the post campaign report = 5 points	20

	Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	
4. Distribution strategy	Distribution strategy – community print publications Requirements: (1) Bidders must submit a distribution strategy/plan clearly outlining how the publications they represent are distributed, particularly to townships and rural areas. The strategy must also demonstrate how the distribution approach contributes to local job creation within those communities. The distribution strategy will be evaluated based on the following criteria: 1. Reach to townships Clear evidence of mechanisms, routes and partnerships used to distribute to township areas 2. Reach to rural areas Practical plans and infrastructure for ensuring regular distribution to rural communities 3. Job creation Demonstrate efforts to create local employment through distribution activities (e.g. vendors, runners, coordinators). Provision of a strategy that responds to only 1 of the above criteria = 2 points Provision of a strategy that responds to only 2 of the above criteria = 4 points Provision of a strategy that responds to all 3 of the above criteria = 5 points Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	30

5. Company independence	(1) Sworn affidavit as per the law that confirms their independence not older than three months to prove the bidder is South African-based and independent from any broadcast media and digital publishers. 1. No signed affidavit that confirms their company's independence – 0 points 2. Sworn affidavit as per the law = 5 points	10
Total		100

20. ALLOCATION OF WEIGHTS / VALUES FOR EVALUATION CRITERIA OF THE TECHNICAL / FUNCTIONALITY

20.1. The points for the Gate 1 evaluation Criteria as per table 4 above will be allocated on the criteria of the weights / values listed below:

Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

A

----- X 100

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

21. GATE 1: TECHNICAL EVALUATION CRITERIA FOR COMMUNITY MEDIA PANEL OF AGENCIES

Aspect	Description	Weight
1. Experience and credentials (proven track record in the community media sector and campaign management)	(1) Bidder must showcase their proven record by providing a company profile, highlighting their credentials by stating the company's experience within media placement and campaign management.	

Establishment of a community media panel of agencies for the procurement of advertising space in community, print, online, broadcast media (radio and television) and small commercial media (Print Only) Page | 21

2. Signed and contactable references letters	1- 2 years (3 Points) 3 – 5 years (4 points) Over 5 years (5 points) Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	40
	(1) Bidders must provide signed and contactable reference letters on official letterheads and dated within the past 12 months. To be considered compliant and valid the reference letters must align with criteria outlined in paragraph 5.16 3 x Reference letters: (3 points) 4x Reference Letters: (4 points) + 5 x Reference letter (5 points) Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	20
	(1) Bidders are required to submit a post-campaign report for one of the three campaigns referenced in the signed reference letters provided from their clients list. 1. Name of client 2. Campaign name 3. Campaign Budget 4. Duration of the campaign (start and end date) 5. Geographic reach/coverage of the campaign 6. Campaign reach and frequency	30

	7. Campaign monitoring (how was this done) 8. Campaign challenges and successes 9. Campaign goals and execution elements 10. Proof of flighting. Provision of 1 – 3 of the above required in the post campaign report = 2 points Provision of 4 – 6 of the above required in the post campaign report = 3 points Provision of 7 – 9 of the above required in the post campaign report = 4 points Provision of all 10 of the above required in the post campaign report = 5 points Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent	
4. Company independence	(1) Sworn affidavit as per the law that confirms their independence which in not older than three months to prove the bidder is South African-based and independent from any broadcast media and digital publishers. 1. No signed affidavit that confirms the company's independence – 0 points 2. Sworn affidavit as per the law = 5 points	10
Total		100

22. ALLOCATION OF WEIGHTS / VALUES FOR EVALUATION CRITERIA OF THE TECHNICAL / FUNCTIONALITY

22.1. The points for the Gate 1 evaluation Criteria as per table 4 above will be

Establishment of a community media panel of agencies for the procurement of advertising space in community, print, online, broadcast media (radio and television) and small commercial media (Print Only) Page | 23

allocated on the criteria of the weights / values listed below:

Values: 0= non- submission, 1 = Poor, 2 = Average, 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

A

----- X 100

B

Where:

A = total score of the bidder

B = maximum score, i.e. 500

23. PREFERENTIAL PROCUREMENT EVALUATION POINTS

- 23.1. This RFB is task drive, the RDP goals will be selected at the time of procurement of the relevant/specific service/s from the list of bidders who would have constituted the panel for this RFB.
- 23.2. Service providers wishing to claim points in terms of the Preferential Procurement Regulations 2022 should complete the SBD 6.1 and note the breakdown of points indicated on the SBD 6.1.
- 23.3. Service providers wishing to claim points in terms of the Preferential Procurement Regulations 2022 must submit supporting documents outlined on paragraph 7 of the specification for each goal specified.
- 23.4. Bidders who fail to submit supporting documents indicated for the preference points claimed will not be allocated points for specific goal claimed as per the table below.

AREAS OF EVALUATION	POINTS
Price	80
1. QSE or EME that are in cities and urban areas in all provinces	10
2. Enterprise that are 20% or more owned by youth	5
3. The supplier/enterprises that are 100% owned by black people 51% or more owned by black people	5
TOTAL	100

24. Submission from bidding service provider /s should be in the form of a proposal providing specific information based on the requirements and deliverables, and the evaluation criteria indicated above.
25. The proposal/s must clearly reflect the costs (inclusive of VAT).
26. All standard bidding documents should be fully and accurately completed and signed. These documents must be submitted together with the bid proposal/s of prospective service provider/s. Prospective service provider/s are to refer to paragraph 6 of the specification for requirements.
27. The proposals must be deposited in the 'Tender Box' at the GCIS RECEPTION, marked for the attention Supply Chain Management at the following physical address:
28. **The proposal should be sent to:**
Government Communications (GCIS)
1035 Francis Baard Street
Corner Festival
Tshedimosetso House
Pretoria
0001
29. **COMPULSORY BRIEFING SESSION**
 - 29.1. A compulsory briefing session will be held on **25 July 2025**
Time: 11:00 – 13:00
Venue: Government Communications (GCIS)
1035 Francis Baard Street
Corner Festival
Tshedimosetso House
Pretoria,
0001

29.2. SUBMISSION OF BIDS

Bidders must submit their bids including all relevant documentation and

completed forms for this bid no later than **21 August 2025 @11:00 am**
Late submissions will not be considered. Electronic submissions will also not be accepted.

All Enquiries:

Email: communitymedia@gcis.gov.za

Telephone: 012 473 0084 / 012 473 0050 (Media Buying)

Telephone: 012 473 0143 (SCM)

SIGN-OFF / APPROVAL

BID SPECIFICATIONS

**ESTABLISHMENT OF A COMMUNITY MEDIA PANEL OF
AGENCIES FOR THE PROCUREMENT OF ADVERTISING
SPACE IN COMMUNITY, PRINT, ONLINE, BROADCAST
(RADIO AND TELEVISION) AND SMALL COMMERCIAL
MEDIA FOR 36 MONTHS**

Ms. Neli Shuping

Chief Director: CSA

Date:

Supported / Not supported

Mr Sandile Nene

ADDG: CP&D

Date:

Approved / Not approved

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB/003/2025/2026	CLOSING DATE: 21 August 2025	Valid for 120 DAYS	CLOSING TIME:	11:00
DESCRIPTION	ESTABLISHMENT OF COMMUNITY MEDIA PANEL OF AGENCIES FOR THE PROCUREMENT OF ADVERTISING SPACE IN COMMUNITY PRINT, ONLINE, BROADCAST (RADIO AND TELEVISION) AND SMALL COMMERCIAL MEDIA (PRINT ONLY)				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS					
TSHEDIMOSETSO HOUSE					
1035 Cnr FRANCIS BAARD AND FESTIVAL STREET, HATFIELD, PRETORIA					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lebogang Molayi / Namane Mahlaba		CONTACT PERSON	Faith Maseko/ Ace Mlisa	
TELEPHONE NUMBER	012 473 0143 / 012 473 0093		TELEPHONE NUMBER	012 473 0084/ 0287	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	lebogangm@gcis.gov.za Namane@gcis.gov.za		E-MAIL ADDRESS	Faiths@gcis.gov.za Ace@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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 interest¹ 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

¹ 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.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **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
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) that are in cities and urban areas in all provinces		10		
enterprises that are 20% or more owned by youth		5		
The supplier/ enterprises that are 100% owned by black people, 51% or more owned by black people		5		

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:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for Insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)