PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**RFB-009/2026/2027**	**CLOSING DATE: 11 December 2026**	**Valid for 120 DAYS**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**TERMS OF REFERENCE FOR THE ETSABLISHMENT OF A PANEL OF DIGITAL MEDIA PAID ADVERTISING AND DIGITAL SUBSCRIPTIONS AGENCIES FOR A PERIOD OF THREE (3) YEARS**				
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	**Tumelo Komape/ Senzeni Ngubane**
TELEPHONE NUMBER	**012 473 0143 / 012 473 0093**	TELEPHONE NUMBER	**012 473 0174/ 0402**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	lebogangm@gcis.gov.za Namane@gcis.gov.za	E-MAIL ADDRESS	Tumelok@gcis.gov.za Senzeni@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:

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: ..... BID NO.: ...**RFB 009-2026/2027**
CLOSING TIME **11:00** CLOSING DATE: **11 December 2026**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)

TERMS OF REFERENCE FOR ESTABLISHMENT OF A PANEL OF DIGITAL MEDIA PAID ADVERTISING AND DIGITAL SUBSCRIPTIONS AGENCIES FOR A PERIOD OF THREE (3) YEARS

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R.....	.....
----------	R.....	.....
----------	R.....	.....
----------	R.....	.....
----------	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R.....	.....- days
----------	R.....	.....- days
----------	R.....	.....- days
----------	R.....	.....- days

5.1 Travel expenses (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Bid No.: .....

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

Any enquiries regarding bidding procedures may be directed to the –

Lebogang Molayi/ Namane Mahlaba
Tel: 012 473 0143 /0093

Or for technical information
Tumelo Komape/
Senzeni Ngubane
012 473 0174/ 0402

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

---

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.

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 institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

---

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.

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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20	or	90/10
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Promotion of enterprises that are 40% or more owned by women		5		
enterprises that are 20% or more owned by youth		10		
Promotions of enterprises that are 20% or more owned by persons with disabilities		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: .....

ADDRESS: .....

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
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 market 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.

government
communications
Department:
Government Communication and Information System
REPUBLIC OF SOUTH AFRICA

Private Bag X745, Pretoria 0001, Tshedimosetso House, cnr Frances Baard and Festival streets, HATFIELD, Pretoria 0028
Tel: (+27 12) 473-0000/1 Fax: (+27 12) 473 0593 Website: www.gcis.gov.za, Coordinates: 25.746096 28.232331

TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PANEL OF DIGITAL MEDIA PAID ADVERTISING AND DIGITAL SUBSCRIPTIONS AGENCIES FOR A PERIOD OF THREE (3) YEARS

BID NO: RFB 009-2026/2027

1. BACKGROUND

1.1 The Government Communication and Information System (GCIS) is responsible for coordinating government communication and assisting national, provincial and local government with planning, implementation and management of their communication activities.

2. PURPOSE

2.1. GCIS is responsible for developing, managing and disseminating government content to the public through GCIS-managed websites and social media platforms.

2.2. GCIS is also responsible for advising and supporting government departments in the management of digital media platforms and adoption of innovative digital communication solutions.

2.3. In an increasingly digital and multimedia-driven environment, GCIS is required to remain at the forefront of digital media technologies and trends. This requires a deeper understanding of the evolving digital media landscape, audience behaviour, emerging platforms and digital advertising technologies to ensure that government messages effectively resonate with and reach targeted audiences.

2.4. To maximise the reach and impact of government communication, GCIS intends to implement a strategic digital media paid advertising and digital subscriptions component through a panel of suitably qualified digital media agencies. Paid media interventions will primarily be deployed to support campaigns and content that demonstrate limited organic reach, engagement or audience penetration, as well as campaigns requiring targeted amplification. Digital subscriptions will primarily be required for online purchases of digital technologies.

2.5. The strategic digital media paid advertising and digital subscriptions component will utilise refined messaging, appropriate digital formats, audience insights, digital platforms and strategically defined audiences in accordance with the Government Segmentation Model (GSM). The approach will seek to ensure that government information reaches relevant audiences efficiently and cost-effectively while improving engagement, reach and access to key government information.

2.6. The appointed panel of agencies will be expected to provide digital paid advertising services, including planning, implementation, optimisation, audience targeting, media buying and performance reporting, as well as digital subscription services across identified digital platforms.

2.7. The panel will be utilised as and when required depending on campaign requirements, communication priorities, target audiences, available budget and the performance of organic content.

3. SCOPE OF WORK

3.1. The appointed service providers will be expected to render the services outlined in Table 1 below. Potential bidders should note that the services to be rendered are not limited to those listed in Table 1. Examples of additional platforms and services include X, LinkedIn and programmatic advertising, among others.

Table 1

PLATFORM	ACTIVITY/METRIC
Meta	Deliver cost-effective campaigns targeting South African audiences in accordance with the Government Segmentation Model (GSM). Advertising metric: cost per impression (CPM). **NB:** The CPM advert frequency rate must be 1.0.
YouTube	Deliver cost-effective campaigns targeting South African audiences in accordance with the GSM. Advertising metric: cost per view (CPV).
TikTok	Deliver cost-effective campaigns targeting South African audiences in accordance with the GSM. Advertising metric: CPV.
SMS Marketing	Rent and send bulk SMS messages to South African databases targeting South African audiences in accordance with the GSM.
Email Marketing	Rent and send bulk e-mail messages targeting South African audiences in accordance with the GSM.
Digital Subscriptions	Subscribe to digital technologies when required.
Reporting	Draft weekly performance reports on campaign/s reach for digital media paid advertising, bulk SMS messages and e-mail messages.

3.2. As indicated in paragraph 2.3 above with respect to the fact that GCIS is required to remain at the forefront of digital media technologies and trends. The appointed service providers will be expected to stay abreast of emerging digital technologies to be able to support GCIS in this regard.

3.3. Table 2 below caters for emerging digital platforms during the contract period. The advertising metric of an emerging platform will be discussed as and when the need arises.

Table 2.

PLATFORM	ACTIVITY/METRIC
Emerging platforms	Deliver cost-effective campaigns targeting South African audiences in accordance with the Government Segmentation Model (GSM). The advertising metric will be discussed as and when an emerging platform is introduced and/or recommended for use by the appointed service providers.

4. REQUIREMENTS FOR THIS RFB:

4.1 Mandatory requirements

4.1.1 Bidders must have a minimum of five (5) years' company experience in digital media paid advertising.

4.1.2 Bidders must submit evidence of such experience by submitting at least three (3) contactable clients (preferably in a table format), with project names against each contactable reference, for whom the company has rendered digital media paid advertising services within the past five (5) years from the closing date of this bid.

4.1.3 Bidders must also provide signed and dated reference letters from at least three (3) previous clients, on the clients' official letterheads. The reference letters must be consistent with the contactable clients for whom the company has rendered digital media paid advertising services, as indicated in paragraph 4.1.2 above.

4.1.4 Failure to submit the required evidence outlined in paragraph 4.1 under mandatory requirements will result in disqualification, and the bidder's proposal will therefore not be considered for further evaluation.

4.2 Capacity to deliver

4.2.1 Bidding agencies must be financially secure and have sufficient resources to fund the production costs of campaigns, as GCIS will only effect payments within thirty (30) days of the service being rendered. GCIS will **not** make advance payments to service providers under any circumstances.

4.2.2 Bidders must submit evidence of digital media paid advertising projects that they have completed with their clients, showing the number of years of digital media paid advertising project management experience.

4.2.3 With respect to project management experience, potential bidders/service providers must submit evidence of a minimum of three digital media paid advertising projects that the bidder/service provider has completed with their clients. These must showcase the use of project management pillars, including at least scope, time and budget management, as well as project reports.

4.3 Case Study

4.3.1. Bidders must submit a hypothetical project on a GBVF campaign to showcase the methodology and approach.

4.3.2. The methodology for the hypothetical campaign must cover the target audience description, campaign concept, implementation plan (including timing and budget), and a sample exit report with performance against the defined metrics on Table 1 under the scope of work.

4.4. Account Management

4.4.1. Bidders must submit CVs for the proposed project team that will be allocated to GCIS. The CVs must demonstrate relevant digital media experience.

4.4.2. The CVs submitted by the bidder must clearly indicate each team member's role, responsibilities and relevant years of experience.

4.4.3. At a minimum, the project team must include a Digital Manager with at least five (5) years' experience, with demonstrable experience in managing an organisation's digital platforms and accounts, overseeing content publishing, audience engagement, performance monitoring, reporting and ensuring digital paid communication aligns with campaign objectives and brand standards.

4.4.4. The project team must also include a Social Media Specialist whose CV shows at least three (3) years' experience, with demonstrable experience in planning, executing, optimising and monitoring paid social media campaigns across digital platforms to maximise reach, engagement and campaign outcomes while managing budgets, audience targeting and performance reporting.

5. SPECIAL CONDITIONS FOR THIS RFB

5.1. Appointed agencies will be required to enter into a thirty-six (36) - month Service Level Agreement (SLA) with the GCIS within 21 days of being appointed.

5.2. The GCIS reserves the right to assess the work produced by agencies and therefore has the right to cancel the contract if a service provider is found to have failed to meet the requirements of the contract. If the quality of services rendered is not satisfactory based on the quality control criteria, GCIS reserves the right to

effect an appropriate penalty on the relevant service provider. The penalties to be effected will be outlined during the signing of the SLA and documented therein.

5.3. **Bidding agencies must:**

5.3.1. Act honestly, fairly and with due skill, care and diligence in the interests of the GCIS. Bidding agencies must not publish misleading information in bid documents.

5.3.2. Not seek assistance from any employee, advisor or representative of the GCIS to obtain unlawful advantage relating to procurement or services provided or to be provided, unless the assistance is officially provided by the GCIS.

5.3.3. Be willing to transfer rare skills to clients or staff on specific projects so that they can acquire greater experience and skill in areas identified.

5.4. Bidding agencies are prohibited from making offers of inducements, gifts, gratuities or anything of any value to any GCIS employees, advisors or other representatives to obtain unlawful advantage in relation to procurement of services provided or to be provided.

5.5. By submitting the tender documents, the bidder consents in terms of section 11(1) of the Protection of Personal Information Act (POPIA) of 2013, to have their personal information processed by the GCIS and its employees, agents, Cabinet committees, National Treasury, Auditor-General of South Africa and sub-contractors for procurement purposes in accordance with the POPIA.

6. GENERAL CONDITIONS FOR THIS RFB

6.1. Cancellation and/or award of this RFB

6.1.1. It should be noted that GCIS reserves the right to award, partially award, not award and/or cancel this bid due to:

6.1.1.1. poor quality of products produced and/or;
6.1.1.2. non-affordability and/or;
6.1.1.3. changes in the needs of the department and/or;
6.1.1.4. suspected fraud and/or;
6.1.1.5. funds are no longer available to cover the total envisaged expenditure and/or;
6.1.1.6. no acceptable offer is received and/or;
6.1.1.7. there is a material irregularity in the tender process; and/or
6.1.1.8. material errors in the specifications except for minor grammatical errors that do not affect the context.

7. Negotiations

7.1. Quantities/Services

7.1.1. GCIS reserves the right to reduce or increase the number of quantities/services required. Should this need arise, GCIS will negotiate

with the successful service provider.

7.1.2. Should the successful service provider not be willing to negotiate, GCIS reserves the right to negotiate with the other potential service providers that are on the panel for this RFB.

7.2. **Price**

7.2.1. GCIS reserves the right to negotiate the price offered with the successful potential service provider on the panel.

7.3. **Registration on Central Supplier Database (CSD)**

7.3.1. Bidders/service providers must be registered on the Central Supplier Database (CSD) and provide a CSD registration number or CSD report. 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 following link: https://secure.csd.gov.za/ and submit proof of registration when submitting their proposals.

7.4. **Returnable Standard Bidding Documents**

7.4.1. The proposal/s submitted by potential bidders/service providers for the service must be accompanied by standard bidding documents.

7.4.2. The RFB for the appointment of a Panel of Digital Media includes the following standard bidding documents (SBDs) listed below. These documents must be fully and accurately completed and signed by the duly authorised representative of the prospective bidder:

(i) SBD 1 – Invitation to Bid
(ii) SBD 4 – Bidders' disclosure
(iii) SBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
(iv) General Conditions of a Contract (GCC) and must be initialled on every page.

7.5. **Bid Proposals submitted by bidders/service providers**

7.5.1. The pages of the bid offers/proposals should be numbered and indexed according to the specification document sequence.

7.5.2. The GCIS may request clarification regarding some aspects of the proposals submitted.

8. **SPECIFIC RDP GOALS (Preference points)**

8.1. Preferential Procurement Regulations of 2022, which inform the GCIS policy were utilised for the allocation of preference points. The bidders 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 RDP goals.

8.2. Service Provider/s wishing to claim points in terms of the Preferential

Procurement Regulations of 2022 should complete the SBD 6.1 and note the breakdown of points indicated on the SBD 6.1.

8.3. In line with the Preferential Procurement Regulations of 2022 and the GCIS Supply Chain Management Policy, for this RFB the specific RDP goals are indicated in the paragraph below.

8.4. Potential bidders/service providers are to ensure that they provide all the relevant required supporting documents to claim preference points. The required supporting documentation and descriptions thereof are also outlined in the paragraphs below:

8.4.1. **Promotion of enterprises that are 40% or more owned by women.**

8.4.1.1. To claim preference points in this regard, potential bidders/service providers are to provide the following information:

(i) Valid B-BBEE Certificate or a sworn affidavit as proof of women ownership.

8.4.2. **Promotion of enterprises that are 20% or more owned by youth.**

8.4.2.1. To claim preference points in this regard, potential bidders/service providers are to provide the following information:

(ii) Valid B-BBEE Certificate or a sworn affidavit as proof of youth ownership.

8.4.3. **Promotion of enterprises that are 20% or more owned by persons with disabilities.**

8.4.3.1. To claim preference points in this regard, potential bidders/service providers are to provide the following information:

(iii) Valid B-BBEE Certificate or a sworn affidavit as proof of ownership by persons with disabilities.

N.B. Bidders who fail to submit supporting documents indicated for the preference points will not be allocated points for the specific goals claimed.

9. BID EVALUATION PROCESS AND EVALUATION CRITERIA

9.1. BID EVALUATION PROCESS

9.1.1. As indicated in paragraph 8 above, the bidders' proposals will be evaluated in terms of the Preferential Procurement Regulations of 2022 (PPR2022) which include an 80/20 preference points system, where 80 points will be for price only and 20 points for specific RDP goals.

9.1.2. The evaluation process will be a two-phase process consisting of Pre-Qualification (Gate 0) and Functionality Evaluation (Gate 1) phases set as minimum standards (Gates) that bidders must meet in order to be selected as successful service providers as set out in Table 3 below.

Table 3

Pre-qualification criteria (Gate 0)	Evaluation criteria (Gate 1)
i. Failure to submit the required evidence outlined in this Table under Gate 0 and paragraph 4.1 under mandatory requirements will result in disqualification and the proposal submitted will therefore not be considered for further evaluation. ii. Bidders must have a minimum of five (5) years' company experience in digital media paid advertising. iii. Bidders must submit evidence of such experience by submitting at least three (3) contactable clients (preferably in a table format), with project names against each contactable reference, for whom the company has rendered digital media paid advertising services within the past five (5) years from the closing date of this bid. iv. Bidders must also provide signed and dated reference letters from at least three (3) previous clients, on the clients' official letterheads. The reference letters must be consistent with the contactable clients for whom the company has rendered digital media paid advertising services, as indicated in paragraph 4.1.2 above. Failure to submit the required evidence outlined in paragraph 4.1 under mandatory requirements will result in disqualification, and the bidder's proposal will therefore not be considered for further evaluation.	a) Bidders who score 65% or more on Gate 1 will form part of the panel. b) The technical evaluation criteria for Gate 1 are detailed in Table 5

v. Only potential bidders/service providers that comply with these criteria will proceed to Gate 1.	

9.2. **BID EVALUATION CRITERIA**

9.3. **GATE 0: PRE-QUALIFICATION CRITERIA**

9.3.1. Without limiting the generality of GCIS's other critical requirements for this bid, bidder(s) must submit the documents listed in Table 4 below. All documents must be fully completed and signed by the duly authorised representative of the prospective bidder(s).

9.3.2. During this phase, potential bidders/service providers' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s)' proposal may be disqualified for non-submission of any of the documents where it is indicated that non-submission will result in disqualification.

Table 4

Documents to be submitted	Non-submission will result in disqualification
i. Bidders must have a minimum of five (5) years' company experience in digital media paid advertising. ii. Bidders must submit evidence of such experience by submitting at least three (3) contactable clients (preferably in a table format), with project names against each contactable reference, for whom the company has rendered digital media paid advertising services within the past five (5) years from the closing date of this bid. iii. Bidders must also provide signed and dated reference letters from at least three (3) previous clients, on the clients' official letterheads. The reference letters must be consistent with the contactable clients for whom the company has rendered digital media paid advertising services, as indicated in paragraph 4.1.2 above. Failure to submit the required evidence outlined in	a) Non-submission of evidence showing a minimum of five (5) years' company experience in Digital Media Paid Advertising. b) Non-submission of evidence of such experience by submitting at least three (3) contactable clients (preferably in a table format), with project names against each contactable reference, for whom the company have rendered Digital Media Paid Advertising services within the past five (5) years from the closing date of this bid. c) Non-submission of signed and dated reference letters from at least three (3) previous clients, on the clients' official letterheads. The reference letters must be consistent with the contactable clients for whom the company have rendered Digital Media Paid Advertising as indicated in

paragraph 4.1 under mandatory requirements will result in disqualification, and the bidder's proposal will therefore not be considered for further evaluation. iv. Failure to submit the required evidence outlined in this paragraph 4.1 under mandatory requirements will result in disqualification and your proposal will therefore not be considered for further evaluation.	paragraph 4.1.2 above. **Refer to paragraph 4.1 of the specification under mandatory requirements.**

9.3.3. Failure to submit the mandatory documents above will result in the bid not being evaluated further or being disqualified.

9.4. **Gate 1: Functional evaluation criteria**

9.4.1. Only bidders that have met the pre-qualification criteria in Gate 0 will be evaluated in Gate 1 for functionality as outlined in table 5 below:

Table 5

1. CASE STUDY		
	Weight	**Score**
1.1. Bidders must submit a hypothetical project on a GBVF campaign to showcase the methodology and approach. The methodology for the hypothetical campaign must cover the target audience description, campaign concept, implementation plan (including timing and budget), and a sample exit report with performance against the defined metrics in Table 1 under the scope of work.		
a) Target audience description	**10**	
b) Campaign concept	**10**	
c) Implementation plan (including timing and budget)	**10**	
d) A sample exit report with performance against the defined metrics on Table 1 under scope of work.	**10**	
2. ACCOUNT MANAGEMENT		
2.1. At a minimum, the project team must include a Digital Manager with at least five (5) years' experience, with demonstrable experience in managing an organisation's digital platforms and accounts, overseeing content publishing, audience	**20**	

engagement, performance monitoring, reporting and ensuring digital paid communication aligns with campaign objectives and brand standards. a) Five years of experience = 3 points b) Six years of experience = 4 points c) Seven or more years of experience = 5 points		
2.2. The project team must also include a Social Media Specialist whose CV shows at least **three** (3) years' experience, with demonstrable experience in planning, executing, optimising and monitoring paid social media campaigns across digital platforms to maximise reach, engagement and campaign outcomes; while managing budgets, audience targeting and performance reporting. a) Three years of experience = 3 points b) Four years of experience = 4 points c) Five or more years of experience = 5 points	**15**	
3. PROJECT MANAGEMENT EXPERIENCE		
With respect to the project management experience, potential bidders/service providers must submit evidence of a minimum of three digital media paid advertising projects that the bidder/service provider has completed with their clients. These must showcase the use of project management pillars, including at least scope, time and budget management, as well as project reports. Refer to paragraph 4.2.2 and 4.2.3. a) Three projects = 3 points b) Four projects = 4 points c) Five or more projects = 5 points	**25**	
Total	**100**	

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

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

where:

A = Total score of the bidder
B = Maximum score i.e. 500.

9.4.2. The bidders who score 65% or more on functionality will form part of the Panel of Digital Media Agencies.

10. PREFERENTIAL PROCUREMENT EVALUATION

10.1. The PPR of 2022 which informs the GCIS policy was used for the allocation of preference points. The bidders 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 RDP goals at the time of transacting for services once the panel is constituted.
10.2. For this RFB, the department has allocated preference points to be claimed by service provider/s who are women, youth and persons with disabilities once the panel is constituted.
10.3. Service provider/s wishing to claim points in terms of the PPR of 2022 will be required to complete the SBD 6.1 and note the breakdown of points indicated.
10.4. Service provider/s who wish to claim points in terms of the PPR of 2022, will at the time of requesting services, be required to submit supporting documents outlined above for each goal specified.
10.5. Bidders who fail to submit supporting documents indicated for the preference points claimed will not be allocated points for the specific goals claimed as per the table below.
10.6. Potential bidders/service providers must note that Table 6 below indicates the 80/20 principles, RDP goals that will be utilised during the life of the constituted panel. Potential bidders/service providers must note that the RDP goals identified are in line with the strategic direction of the department.
10.7. Should there be any changes to the strategic direction of the department with respect to the specific RDP goals, the amendments with respect to the goals will be updated on each new RFQ and also communicated to all bidders who constitute the panel.
10.8. With respect to price which accounts for 80%, potential bidders/service providers must note that this will also be taken into consideration during the procurement of each service as this panel is task-driven.

Table 6

	Area of evaluation	
1.	Price	80
2.	Promotion of enterprises that are 40% or more owned by women	5
3.	Promotion of enterprises that are 20% or more owned by youth	10
4.	Promotion of enterprises that are 20% or more owned by persons with disabilities	5
Total		100

10.9. **NB: The bidders 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 RDP goals at the time of transacting for services once the panel is**

constituted.

11. UTILISATION OF THE PANEL

11.1. A Request for Quotation (RFQ) will be issued per brief/service required on an as-needed basis. Bidders will be given a minimum of two calendar days to respond to the brief.

11.2. For urgent campaign requests, bidders will be given twelve hours to respond. However, shorter response periods may be required depending on the urgency of the campaign. The response deadline will be specified in the RFQ.

11.3. A rotational system that ensures fairness, competitiveness and value for money will be utilised for the provision of services on this RFB.

11.4. Upon the establishment of the Panel of Digital Media Paid Advertising Agencies for GCIS, Requests for Quotations (RFQs) will be issued to appointed panel members on a rotational basis to ensure adherence to the principles of fairness, equity, transparency, competitiveness and value for money. This process will continue for the duration of the panel.

11.5. Table 6 under paragraph 10.1 above outlines the criteria to be used for the evaluation of proposals once the panel is established.

11.6. The special conditions as well as general conditions outlined under paragraphs 5 and 6 will apply throughout the life of the panel. Should additional conditions be required for each new project, this will be outlined in the brief for the relevant project.

12. NON-COMPULSORY BRIEFING

Virtual briefing
Date: 26 November 2026
Time: 10:30
Link:https://teams.microsoft.com/meet/3404563157559023?p=rURHdrF3tz7xvSDRVY

13. SUBMISSION OF BIDS

13.1. Bidders must submit their bids and all relevant documentation by no later than 11:00 on 11 December 2026.

13.2. Emails and late submissions will not be considered.

13.3. Proposals must be deposited in the tender box at the address below:

Physical address:
Government Communication and Information System (GCIS)
Tshedimosetso House
1035 Francis Baard, corner of Festival Street
Hatfield
0002

Postal address:
The Head: Supply Chain Management
Government Communications (GCIS)
Private Bag X 745
Pretoria
0002

CONTACT DETAILS FOR ENQUIRIES

Bidding procedure
Lebogang Molayi/Namane Mahlaba
012 473 0194/ 012 473 0093
lebogangm@gcis.gov.za/Namane@gcis.gov.za

Technical enquiries
Digital Media
012 473 0174
Tumelo Komape/Senzeni Ngubane
Tumelok@gcis.gov.za/Senzeni@gcis.gov.za

APPROVED / NOT APPROVED

_____
MS ZANELE MNGADI
DEPUTY CHAIRPERSON
DATE:

APPROVED / NOT APPROVED

_____
MR SANDILE NENE
CHAIRPERSON
DATE: