



## **GAUTENG TOURISM AUTHORITY**

### **INVITATION TO BID AND TERMS OF REFERENCE**

***FOR THE APPOINTMENT OF A BODYSHOP PANEL OF INTEGRATED  
BRAND COMMUNICATIONS & STRATEGIC MARKETING SERVICES FOR  
A PERIOD OF 3 YEARS COVERING GTA AND ITS MARKETING  
PARTNERS WORK. 2025 – 2028***

***BID NUMBER: GTA / COMMSBODYSHOP / 2025 / 01***

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## ACRONYMS

Acronym	Content Meaning
B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
GTA	Gauteng Tourism Authority
TOR	Terms of Reference
CSD	Central Supplier Database
SARS	South African Revenue Services
ITB	Invitation To Bid
GCR	Gauteng City Region
GPG	Gauteng Provincial Government
GPT	Gauteng Provincial Treasury
GDED	Gauteng Department of Economic Development
MICE	Meetings, Incentives, Conferences, and Exhibitions
JV	Joint Venture
NT	National Treasury
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
PPP	Public Private Partnership
POE	Portfolio of Evidence
DMO	Destination Marketing Organization
SARS	South African Revenue Services
Corporate Comms	Corporate Communications
PR	Public Relations

## **1. Purpose of the project**

- 1.1. The purpose of this Invitation to bid is to solicit proposals from qualified firms to provide integrated brand communications and strategic marketing services for the GTA and its marketing partners to improve the overall destination GAUTENG brand health, drive increased visitation, tourism revenue, securing more business events and enhanced visitor experience.
- 1.2. A proven history of effective travel and tourism-related marketing services, creative communications, tourism and related sub brands management, tactical media buying, global leads generation, events hosting and management together with targeted public relations and strategic communications work across business and leisure segments is required to be considered as a viable service provider and implementation partner.
- 1.3. Brand Management, Advertising, Media and Public Relations, Creative Communication, Strategic Marketing, Corporate Comms and MICE leads generation firms with the requisite skill and experience are invited to submit bids in terms of these Terms of Reference (TOR) to be part of a panel that will provide integrated brand communications and strategic marketing services to support Gauteng Tourism Authority and its destination marketing partners in marketing Destination Gauteng for a period of three years.
- 1.4. The TOR comprises the following sections:
  - 1.4.1. Background to Gauteng Tourism Authority (GTA).
  - 1.4.2. Objectives and Scope of Work.
  - 1.4.3. Bidding Process and Appointments.
  - 1.4.4. Administrative Requirements.
  - 1.4.5. Functionality Criteria.
- 1.5. Note that bids made are subject to NT / GTA's General Conditions of Contract, a signed copy of which must accompany the bid as an administrative compliance requirement.

## **2. Background: Gauteng Tourism Authority (GTA)**

GTA is a juristic person and provincial public entity established in terms of section 3 of the Gauteng Tourism Act (10 of 2001), read with schedule 3C of the Public Finance Management Act (1 of 1999). GTA operates under the authority of its Accounting Authority (the Board of GTA) which in turn reports to GTA's Executive Authority (the Gauteng Provincial MEC: Finance & Economic Development) through the Gauteng Department of Economic Development (GDED), of which GTA is an implementation agency.

The Gauteng City Region (GCR), comprising provincial and local government and its agencies, continue to implement a variety of sales and marketing initiatives aimed at growing a competitive and strong city region to invest, visit, do business, work, stay, and play.

As the official Destination Marketing Organisation (DMO) charged with promoting Gauteng as a leisure travel and business destination, Gauteng Tourism Authority working together with multiple partners and sister agencies continues to implement a variety of sales and marketing initiatives aimed at growing a competitive and strong visitor economy in the city region.

The goal is to deliver the right message, through the right medium, to the right audience, at the right time with measured resources, in order to maximize the economic impact of travel to Gauteng. Similarly, we want to use these marketing and promotional initiatives to increase visitation to the Gauteng city region and increase our share of tourism revenue.

Our vision remains that of a tourism sector that creates jobs, opportunities, and prosperity for Gauteng in every region of the province, in our townships, neighbourhoods and hubs. To achieve this vision, we aim to grow in key source, watchlist and emerging markets and further concentrate our efforts where we have a competitive advantage like urban tourism, paleo tourism, township tourism, sports, wellness and music tourism and the leverage of lifestyle and business events to increase visitation, economic and sector growth.

Fundamentally, our approach is embracing the needs and trends relating to the key source markets, prioritise and develop the domestic market and city region-wide visitor economy growth, and uphold and invest in international tourist markets as guided by the integrated destination brand communications and marketing strategy and the markets investment framework.

Over the past 36 months, the GTA implemented for the first time a procurement process that presented a panel of marketing and brand communications services to support the work of the agency and its marketing partners. This internal capacity enabled the GTA to provide agile, responsive, and aligned marketing campaigns and strategies, creative communications services, reputation management and heightened public relations and brand communications services not just for the agency but even for the provincial destination marketing partners.

A deeper analysis of the work undertaken by the panel over the stated period, observations made including key learnings and recommendations will be covered in the sections to follow.

Tourism is gaining momentum as an economic driver, as it is one of the few sectors of the economy that continues to show tremendous growth despite recent economic and geo-political impacts. The Gauteng city region aims to transform, modernise, and reindustrialise the economy by using tourism as one of its core vehicles to drive economic development.

Gauteng is a phenomenal driving force in the tourism sector, seen as a major regional hub for both the foreign and domestic tourist markets. The Gauteng Tourism Sector's competitiveness pertains to its ability to sell and supply goods and services in each market, in relation to its competitors.

The Gauteng Tourism Authority working together with other stakeholders and marketing partners, aims to strengthen further its current competitive and comparative advantages relating to market capture, penetration, and diversification; destination image creation; attractive and package offerings; business tourism; events hosting; and trade linkages.

This will be done with the aim to reach a wide audience, of which Gauteng's offerings will meet the needs and interest of specific tourist markets. This will be done by accelerating the growth of the tourism sector in Gauteng through heightened destination marketing and sales efforts.

The Gauteng Tourism Marketing Division oversees the development, production, and management of a variety of marketing programs including online and offline marketing, visitor publications, cooperative marketing programs, advertising sales and partnerships, interactive and mobile marketing, and public relations. Also linked to this work is strategic brand communications, partner and experiential marketing and dedicated advocacy and thought leadership role in terms of strategic markets and platforms.

Another important component of the broader marketing work includes the Gauteng Convention & Events Bureau which is the bidding and events hosting capacity and machinery for the Gauteng City Region. Through the enlisting of the panel of marketing service providers, the capacity and ability to coordinate and lead strategic big events like the NTCCE was enhanced empowering the organisation to play an effective thought leadership role. Similarly, the inclusion of elements like the tourists guide registration and the streamlining of the registration and database management processes into our digital ecosystem build work ensured that, the services provided covered the whole of the entity approach.

**For access to GTA's profile, refer to GTA's website at [www.gauteng.net](http://www.gauteng.net) Additional information, e.g., Annual Report and strategic documents can be requested directly from GTA at [CommsBodyshop1@gauteng.net](mailto:CommsBodyshop1@gauteng.net).**

### **3. Objectives, Scope of Work and Service Standards**

#### **3.1. Assignment Objectives:**

- 3.1.1. The primary objectives of this Invitation To Bid are to solicit proposals from qualified firms to serve in the GTA panel of service providers for a period of thirty-six months (3 years) to provide integrated brand communications and strategic marketing services not limited to campaigns/initiatives concepting and execution, advertising, media buying and public and media relations, MICE leads generation, in-markets representation and activations and where needed, assist in developing strategies, measurement tools and toolkits for Destination Gauteng marketing efforts to improve brand profile and share of voice.
- 3.1.2. Similarly, the expected scope of work from the approved panel members would include the ability to support the implementation of the GTA's Sustainability Strategy in terms of revenue generations, partner marketing and projects that involves the appointed provider leveraging their own resources (collaborative and financial) in implementing mutually beneficial projects for both parties.
- 3.1.3. It is our intention to establish a 3 (three) year panel of qualified, full service creative agencies that can provide services to support and further the mission of the Gauteng Tourism Authority, including but not limited to the following:
  - Develop and implement comprehensive and targeted campaigns across the five key areas:
    - Brand Communications and Strategic Marketing Services
    - Digital Marketing & Leads Generation
    - MICE and Trade Sales Enablement
    - Public Relations, Media Relations, Media Buying and Strategic Comms Services
    - Corporate Comms, Reputation Management & Stakeholder Relations
- 3.1.4. Also including is a refined dedicated brand communication management, strategic advertising and media buying, media, public relations and reputation management, digital marketing and social media management, tourism leads generations and MICE sales in markets amongst others. Below is some of the ancillary work expected from the service providers:

- Brand audits and measurements
- Media channel planning and buying
- Manage a media relations campaign, including briefing sessions and editorials
- Production of targeted multi-media publications
- Be able to offer this service in the most cost-effective way
- Make provision for the submission of complete, properly audited post-campaign/impact analysis reports
- Exhibitions management (modular stand design, build up, storage and break-down)
- Creative Services (graphic design)
- Brand management and brand campaigns coordination
- Strategic Brand Partnerships
- Creative brand communication services
- Search engine optimisation
- Development of image and promotional videos library
- Development of destination marketing toolkits
- Media tracking and analysis services.
- Social Media Channels Management and Digital Marketing

### **3.2. Objectives of the Panel of Brand Communications & Strategic Marketing Agencies**

The primary objectives of establishing the panel are to:

- Support destination brand communication and integrated marketing aligned with Gauteng's brand identity and tourism growth strategy.
- Enable co-marketing and strategic partnerships with the private sector, regional and national partners.
- Provide high-quality creative development, content production, media strategy, and campaign execution.
- Drive lead generation, particularly through digital platforms and targeted trade activation.
- Enhance MICE sales support through trade show representation, bid promotion materials, and buyer engagement.
- Facilitate in-market representation to deepen trade sales and media relationships in priority markets.
- Provide corporate communications and reputation management services, including stakeholder engagement and media relations.
- Deliver event-specific marketing to support the successful hosting and leveraging of events and tourism seasons.
- Facilitate heightened tourism development, planning and sector support initiatives that drives destination competitiveness and strengthen the supply side.

### 3.3. Scope of Work

The Gauteng Tourism Authority intends to rely on the expertise of the service providers in the space of integrated brand communications and strategic marketing service, to recommend and demonstrate the most advantageous and cost-effective means of creating marketing and creative brand communications products, content and activations that markets the city region and its sub-regions as a tourist destination; with respondents taking into consideration, among other factors, the financial resources Gauteng Tourism Authority has appropriated for the body shop deliverables, and the multiplicity of independent and concerted marketing efforts already being implemented amongst others by the Gauteng Provincial Government (GPG, sister and like agencies, municipalities and signature products and experiences.

The service providers appointed to the body shop will be expected to provide among others, full services as outlined below.

#### 3.3.1. Brand Communications and Strategic Marketing

- Brand strategy, market positioning, and campaign development.
- Integrated marketing communications across platforms (digital, social, print, outdoor, broadcast).
- Brand surveys and health checks
- Creative brand communications products and assets development
- Brand toolkits and audits development
- Brand identity guidelines and refreshments
- Partner and experiential marketing projects
- Brand seasonal campaigns projects implementation and partnerships
- Marketing and brand strategies and action plans development
- Marketing and branding for GTA-led and supported events.
- On-site activations, event branding, and digital integration.
- Development and management of brand ambassador's programme
- Merchandising and licensing framework

#### 3.3.2. Digital Marketing and Lead Generation

- Performance-based marketing strategies focused on website traffic, database growth, and lead conversion.
- Search engine marketing, programmatic advertising, social media campaigns, and CRM support.
- Social and digital channels development, management, maintenance, and optimisation
- Digital campaigns development, roll-out and reporting
- Travel and MICE leads generation, mining, and optimisation
- Digital channels commercialization and partnerships
- Video and photographic services inclusive of imagery, sounds and music content management and licensing



### **3.3.3. MICE and Trade Sales Enablement**

- Design and Development of MICE marketing strategies
- Design and implementation of MICE marketing toolkits.
- Development of sales collateral, presentations, and trade engagement assets.
- Strategic support for hosting and bidding for business events and exhibitions.
- Exhibitions management, design and leveraging
- Trade shows management and leveraging
- In-markets activations, representation and sales leads generation and conversion
- Own platforms conceptualization, design, and implementation
- Domestic and international representation services for trade, PR, and media engagement.
- Market insights, stakeholder relationship building, and localized promotional activations.
- Travel trade hosting, product training, and familiarisation tours.
- Events management, concepting and hosting
- Events leveraging programmes and activations

### **3.3.4. Public Relations, Media Management, Media Buying & Strategic Communications Services**

- Media strategy development, press office services, and journalist relations.
- Media hosting services
- Media buying services
- Media buying and strategic media partnerships
- Media monitoring, measurements, and tracking services
- Media database management
- Strategic advertising and own channels sales
- Targeted community media programmes
- Management of handling the media training for internal staff, identified key informants, products/experiences, and champions
- Own media channels leveraging and seeding

### **3.3.5. Corporate Communications, Reputation Management & Stakeholder Relations**

- Crisis communications and issues management.
- Thought leadership and reputation-building content.
- Corporate communications strategies and action plans development
- Production of corporate documents like annual reports, internal newsletters and publications, strategic plans, performance results and corporate sales toolkits
- Corporate affairs relations and internal events management
- Corporate strategy development and mapping
- Management of corporate-to-corporate relations
- Senior management and Board profiling
- Conducting stakeholder and customer satisfaction surveys
- Content development and submission for corporate GTA social and digital channels

#### **4. Meetings**

The contracted service provider/s must be available to meet with GTA marketing staff or other constituent groups within a 24-hour notice. The contracted service provider/s will be expected to participate in routine meetings and planning sessions with Gauteng Tourism Authority and its' stakeholders and constituents, other provincial agencies and marketing partners.

#### **5. Service Standards**

- 5.1 The Service Provider/s shall provide polite, responsive and efficient service at all times to fulfil Gauteng Tourism Authority's requirements. As a service objective, telephone calls and emails should be answered promptly.
- 5.2 The Service Provider/s shall not favour any particular carrier or service provider when making reservations. The Service Provider/s shall maintain excellent relations with all carriers for the benefit of Gauteng Tourism Authority.
- 5.3 The approved panel members should be able to include in their work, the ability to support the implementation of the GTA's Sustainability Strategy in terms of revenue generations, partner marketing and projects that involves the appointed provider leveraging their own resources (collaborative and financial) in implementing mutually beneficial projects for both parties.
- 5.4 The contractor will be assessed for the performance of its services and deliver its products in accordance prescribed minimum performance standards set by the Gauteng Tourism Authority.
- 5.5 Service Provider/s shall provide the following service hours: Monday – Friday between 8.00 am and 6.00 pm and during special events and activations arrangements spanning into evening/nights, weekends and targeted public holidays.
- 5.6 Accordingly, the appointed services providers should be able to operate in different international, regional and local markets which are characterised by different time zones, foreign currency exchange and global partners different contracting and legal regimes.
- 5.7 Appointed service providers shall in accordance with the GTA's SCM policy and related prescripts strive to use their procurement capacity to assist the GTA in achieving its transformation and designated groups procurement support targets.
- 5.8 Service Provider/s shall acknowledge immediately any complaints and disputes which arise and resolve them within ten (10) days.

#### **6. Quality Control for the Services**

The Service Provider/s shall monitor the quality of the services provided to Gauteng Tourism Authority on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to Gauteng Tourism Authority. GTA shall be notified of any deficiencies found and corrective action taken.

Gauteng Tourism Authority reserves the right to conduct its own quality control surveys to ensure the adequacy of the services and to compare unit rates for services with existing in the market.

## 7. EVALUATION METHODOLOGY

Evaluation of the bids will be conducted as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

7.1 Bids will be evaluated in a two-stage process:

- 7.1.1. **Stage One:** Compliance with Administrative Compliance requirements including acceptance of NT/ GTA's General Conditions of Contract and submission of a completed and signed Integrity Pact for Business. Only Administrative compliant bidders will be evaluated for functionality.
- 7.1.2. **Stage Two:** Functionality evaluation criteria aim to assess bidders' technical capacity and ability to execute the contract. Bidders must meet the minimum criteria and the total functionality scores. Only bidders that meet the minimum functionality requirements shall form part of the panel.

### Appointment: Preferred Bidder

- 7.2. In accordance with the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the 80:20 system (price: specific goals) will be applied in adjudicating and awarding bids estimated to be below R50 million and the 90:10 system. (price: specific goals) will be applied in adjudicating and awarding bids estimated to be above R50 million.
- 7.3. The GTA will solicit quotations from the established panel on an as and when required basis. The bidder who achieves the highest total points out of 100 after evaluation on price and preference (specific goals) will be recommended for appointment as the preferred, first-ranked bidder.

### Appointment: Reserve Bidder

- 7.4. GTA may also recommend a reserve, second-ranked bidders for appointment. The reserve bidder will be the bidder who achieved the second-highest total points out of 100 after evaluation on price and preference (specific goals).
- 7.5. The appointment of the reserve bidders will only be utilised in the event that the appointment of preferred bidder fails (for whatsoever reason, including if the parties are unable to reach agreement on a market-related price) and/or the preferred bidder is unable to execute an assignment due to constraints and/or GTA terminates the contract of the preferred bidder for breach.

### Submission, Closure and Queries

- 7.6. Sealed, hardcopy proposals must be delivered to the GTA tender box situated at **11<sup>th</sup> Floor, Gauteng Tourism Authority, 124 Main Street, (Cnr Main & Kruis Streets), Marshalltown, Johannesburg.** Kindly note that the proposal delivery times are 09h00 -16h00 (Monday – Friday).

7.7. Three (3) copies of the proposals must be submitted as follows:

- One (1) original proposal
- One (1) copy of the original proposal

- One (1) electronic copy of the original proposal in a USB or Disk.

7.8. Submissions close on **08 August 2025** at 11:00. No late bids will be considered.

7.9. Enquiries for clarification of requirements may be sent by email to: [CommsBodyshop1@gauteng.net](mailto:CommsBodyshop1@gauteng.net). The closing date for submitting queries will be **01 August 2025** (7 days prior to the closing date and the GTA will respond to all received queries before the closing date). No queries will be considered after the closing date.

#### Validity Period

7.10 The validity period of the bids submitted shall be 120 days from the closing date of the submission of bids.

### **8. Administrative Compliance Requirements**

#### **8.1. Each bid must contain the following mandatory documents (eliminating factor):**

- 8.1.1. Company registration documentation (CIPC registration or proof of SARS registration)
- 8.1.2. Completed and signed Standard Bid Documents (SBD1, SBD4). Bidder/s must complete, sign, and submit all pages of the Tender Bid Documents Section 1 (INVITATION TO BID). Bidders should complete and sign all applicable required documents in the INVITATION TO BID pack. Where a document is not applicable to the bid, the bidder should indicate “**not applicable.**”
- 8.1.3. In cases of Joint Venture/consortium the parties must submit a Joint venture or consortium agreement formalizing the relationship and the Director or authorized person to sign the documents must be indicated to ensure that only the authorized signatory with signing powers can sign the documents.
- 8.1.4. Signed NT / GTA’s General Conditions of Contract
- 8.1.5. Completed and signed Integrity Pact for Business

#### **8.2. Other required documents (non-eliminating factor):**

- 8.2.1. Proof of CSD registration and CSD registration number
- 8.2.2. Valid Tax Clearance Status PIN, issued by SARS
- 8.2.3. Proof of an original or certified copy of a valid B-BBEE Status Level Verification Certificate, issued by a SANAS accredited verification agency or Sworn Affidavit as prescribed by the Department of Trade and Industry or CIPC.
- 8.2.4. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate, issued by a SANAS accredited verification agency
- 8.2.5. Latest annual financial statement with 2 years comparatives or management accounts
- 8.2.6. A signed Joint Venture Agreement or Consortium Agreement, if applicable.

### **9. FUNCTIONALITY CRITERIA**

- 9.1. Functionally, the bidder must demonstrate its marketing, communications, public relations and brand management experience, including the experience and qualifications of the team to be assigned to all deliverable items. GTA will specifically consider specialised skills, expertise and value-added services in the field of marketing, communications, public relations and brand management with emphasis on best-practice methodology, tools and the technology used.

**9.2. Bidders must score a minimum of 65 points out of 100 allocated points to form part of the body shop / panel.**

The body shop / panel tender is comprised of five components, of which applicants must indicate (by ticking a box) which one(s) they are bidding for from a list below.

Failure to tick any of the boxes will result in disqualification.

- |  |                          |
|--|--------------------------|
| <b>1. BRAND COMMUNICATIONS AND STRATEGIC MARKETING</b>                           | <input type="checkbox"/> |
| <b>2. DIGITAL MARKETING AND LEADS GENERATION</b>                                 | <input type="checkbox"/> |
| <b>3. MICE AND TRADE SALES ENABLEMENT</b>  | <input type="checkbox"/> |
| <b>4. PUBLIC RELATIONS, MEDIA RELATIONS, BUYING AND STRATEGIC COMMS SERVICES</b> | <input type="checkbox"/> |
| <b>5. CORPORATE COMMS, REPUTATION MANAGEMENT &amp; STAKEHOLDER RELATIONS</b>     | <input type="checkbox"/> |

## 10. FUNCTIONALITY CRITERIA: BRAND COMMUNICATIONS AND STRATEGIC MARKETING

### SELECTION CRITERIA AND KEY AREAS FOR SCORING

- a) The proposals will be assessed according to the below functionality criteria.
- b) The bidder must ensure that the proposal addresses each aspect of the listed criteria.
- c) Failure to provide supporting documentation to claim points for functionality will result in no points being awarded for the specific criteria and may result in the disqualification of the bid.

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>The proposal will be evaluated in four (4) sections.</li> <li>Each of the four sections has an individual score.</li> <li>The <b>four sections</b> give a total of <b>100 points</b>.</li> </ul> <p>The four sections are as follows:</p> <ul style="list-style-type: none"> <li><b>Section 1:</b> Public/Private destination marketing and tourism sector experience of the service provider in with a total score of <b>20 points</b>.</li> <li><b>Section 2:</b> Experience of key personnel in brand communications management who form part of the project team with a total score of <b>20 points</b>.</li> <li><b>Section 3:</b> Case studies and brand communications campaign approach in marketing destination Gauteng with a total score of <b>40 points</b>.</li> <li><b>Section 4:</b> Experience in the development of frameworks, destination brand communication strategies, brand ambassadors' program etc with a total score of <b>20 points</b>.</li> </ul>	
<p><b>SECTION 1: PUBLIC/PRIVATE MARKETING AND BRAND COMMUNICATIONS AND MANAGEMENT WORK</b></p>	<b>20</b>
<p><b>Important notes to the bidder:</b></p> <p>This section will assess experience of work done in the private or public sector in the marketing and brand communications areas.</p> <p><b>Bidder/Company</b> - Public or private sector experience must be aligned to similar work, which have been successfully concluded in the last six years.  <b>A section in the proposal must outline the public or private sector experience, including the date and the scope of work that was conducted, as well as the entity/ client for which the work was undertaken.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p>	
<ul style="list-style-type: none"> <li>No experience (0 points)</li> <li>1 to 3 years' experience (6 points)</li> <li>4 to 5 years' experience (13 points)</li> <li>6 years' experience and more (20 points)</li> </ul>	
<p><b>SECTION 2: EXPERIENCE OF KEY PERSONNEL WHO FORM PART OF THE TEAM IN BRAND COMMUNICATIONS AND STRATEGIC MARKETING</b></p>	<b>20</b>
<p><b>Important notes to the bidder:</b></p> <p>For the project team, the points in the section will be scored as follow.  <b>The project team should comprise of the following five (5) team members:</b></p> <p><b>1) Brand Manager</b></p> <ul style="list-style-type: none"> <li>No experience (0 points)</li> </ul>	

FUNCTIONALITY CRITERIA	TOTAL POINTS
<ul style="list-style-type: none"> <li>• 1 to 3 years' experience (2 points)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>2) Brand Officer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (2 points)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>3) Marketing Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (2 points)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>4) Creative Lead/Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>5) Video and Photography Studio Head</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>Bidders must submit abridged CVs with at least one to a maximum of three (if applicable) contactable references of each project team member as outlined above clearly outlining the experience of each team member.</b></p> <p><b>Failure to submit the CVs as indicated in these Terms of Reference will result in no points allocated.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p>	
<b>SECTION 3: CASE STUDIES AND BRAND COMMUNICATIONS CAMPAIGN APPROACH IN MARKETING DESTINATION GAUTENG</b>	<b>40</b>
<p><b>Important notes to the bidder:</b></p> <p>This sub-section will focus on how the bidder will approach the scope of work, submission of relevant case studies and brand communication approach in marketing Destination Gauteng. The maximum points a bidder can score in this sub-section is <b>40 points</b>.</p> <p>The bid submission must include a clear and detailed campaign approach, validity, and signed reference letters as well as case studies. The three main areas of scoring are:</p>	

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p>1. <u>Case study</u> Bidders must provide a case study of previous work that is relevant to brand communications and strategic marketing services</p> <p>2. <u>Signed reference letters</u> Bidders must submit a signed reference letter by previous client and a contactable reference for the case study supplied.</p> <p>3. <u>Proposal of a Brand Communication and Strategic Marketing approach campaign for Destination Gauteng</u> The submission must demonstrate but not limited to social media use, public relation plan, communication plan, corporate Identity application and campaign advertising.</p> <p>The case studies and approach carry a total of <b>40 points</b>:</p> <ul style="list-style-type: none"> <li>• Bidder meets all three (3) requirements of the case study (40 points)</li> <li>• Bidder meets two (2) of the requirements of the case study (20 points)</li> <li>• Bidder meets only one (1) requirement of the case study (10 points)</li> <li>• Bidder does not meet the requirements of a case study (0 points)</li> </ul> <p>Overall, the service provider must demonstrate in their proposal their understanding of tourism and the importance and mainstreaming of an integrated brand communications and marketing approach in optimising a destination's attractiveness for visitor economy growth.</p>	
<p><b>SECTION 4: EXPERIENCE IN THE DEVELOPMENT OF BRAND COMMUNICATION &amp; MARKETING STRATEGIES</b></p>	<p><b>20</b></p>
<p><b>Important notes to the bidder:</b> This section will assess the experience of the bidder in the development of brand communication strategies.</p> <p>A section in the proposal must clearly indicate the service provider's (as an organisation) number of years of experience in integrated brand communications and marketing frameworks development and further experience in the management of the Brand Ambassadors Program or similar initiative. The nature of the experience and relevance will score a total of <b>20 points</b>.</p> <p><b>PORTFOLIO OF EVIDENCE: Brand Communications &amp; Strategic Marketing Framework Development</b></p> <ol style="list-style-type: none"> <li>1. Bidders must provide a portfolio of evidence for work done previously, demonstrating strategies, project implementation, project impact and project outcome in Brand Communication and Strategy Development.</li> <li>2. Bidders must state in writing the Intellectual Property conditions associated with the project portfolio.</li> <li>3. Bidders must provide reference letters confirming work done previously from clients in both Brand Communications and Strategy Development.</li> </ol>	



FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Experience in Brand Communications and Strategic Marketing Frameworks Development:</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	
<p><b>Experience in the development, management and reporting of a seasonal tourism promotion campaign or similar project:</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	

## 11. FUNCTIONALITY CRITERIA: DIGITAL MARKETING & LEADS GENERATION

### SELECTION CRITERIA AND KEY AREAS FOR SCORING

- a) The proposals will be assessed according to the below functionality criteria.
- b) The bidder must ensure that the proposal addresses each aspect of the listed criteria.
- c) Failure to provide supporting documentation to claim points for functionality will result in no points being awarded for the specific criteria and may result in the disqualification of the bid.

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>The proposal will be evaluated in four (4) sections.</li> <li>Each of the four sections has an individual score.</li> <li>The <b>four sections</b> give a total of <b>100 points</b>.</li> <li>The four sections are as follows:</li> <li><b>Section 1:</b> Public/Private sector experience of the service provider in the field of Digital Marketing &amp; Leads Generation with a total score of <b>20 points</b>.</li> <li><b>Section 2:</b> Case studies covering campaign approach in digital marketing &amp; leads generation work for Destination Gauteng with a total score of <b>20 points</b>.</li> <li><b>Section 3:</b> Experience in the development of frameworks, content plan, digital channels reporting metrics with a total score of <b>40 points</b>.</li> <li><b>Section 4:</b> Experience in integrated digital marketing, leads mining, generation and CRM management work with a total score of <b>20 points</b>.</li> </ul>	
<p><b>SECTION 1: PUBLIC/ PRIVATE SECTOR EXPERIENCE IN THE DIGITAL MARKETING AND LEADS MANAGEMENT WORK</b></p> <p><b>Important notes to the bidder:</b> This section will assess experience of work done in the private or public sector in the digital marketing and leads generation management areas.</p> <p><b>Bidder/Company</b> - Public or private sector experience must be aligned to similar work, which have been successfully concluded in the last six years. <b>A section in the proposal must outline the public or private sector experience, including the date and the scope of work that was conducted, as well as the entity/ client for which the work was undertaken.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p> <ul style="list-style-type: none"> <li>No experience (0 points)</li> <li>1 to 3 years' experience (6 points)</li> <li>4 to 5 years' experience (13 points)</li> <li>6 years' experience and more (20 points)</li> </ul>	20
<p><b>SECTION 2: EXPERIENCE OF KEY PERSONNEL WHO FORM PART OF THE TEAM IN DIGITAL MARKETING AND LEADS GENERATION</b></p> <p><b>Important notes to the bidder:</b> For the project team, the points in the section will be scored as follow. <b>The project team should comprise of the following five (5) team members:</b></p>	20

<p><b>1) Digital Marketing Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (2 points)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>2) Communications Manager/ Digital Channels Editor</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>3) Social Media Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>4) Content and Digital Optimisation Officer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>5) Leads Generation and Customer Relations Officer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>Bidders must submit abridged CVs with at least one to a maximum of three (if applicable) contactable references of each project team member as outlined above clearly outlining the experience of each team member.</b></p> <p><b>Failure to submit the CVs as indicated in these Terms of Reference will result in no points allocated.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p>	
<p><b>SECTION 3: CASE STUDIES ON DIGITAL MARKETING &amp; LEADS GENERATION</b></p> <p><b>Important notes to the bidder:</b></p> <p>This sub-section will focus on how the bidder will approach the scope of work, submission of relevant case studies, Digital Marketing and Leads Generation approach in communicating, managing, and optimising Destination Gauteng messages and content. The maximum points a bidder can score in this sub-section is <b>40 points</b>.</p>	<p><b>40</b></p>

The bid submission must include a clear and detailed campaign approach, case study, and a signed reference letter from previous clients. The three main areas of scoring are:

1. Case study

Bidders must provide a detailed case study of previous work that is relevant to digital marketing & leads generation.

Bidders must make provision of the approach and method statement executed previously on managing digital marketing for an organisation. This must also include a previously executed content management plan (content strategy, search engine optimisation, CRM services).

2. Signed reference letters

Bidders must submit a signed reference letter by previous client and contactable reference for the case study supplied.

3. Proposal of Digital Marketing & Leads Generation approach for Destination Gauteng

The submission must demonstrate but not limited to Digital Marketing (content sourcing, management, content verification, database management, search engine optimisation, digital content performance, measurement, and reporting), as well as leads generation.

The case studies and approach carry a total of 40 points.

- Bidder meets all three (3) requirements of the case study (40 points)
- Bidder meets two (2) of the requirements of the case study (20 points)
- Bidder meets only one (1) requirement of the case study (10 points)
- Bidder does not meet the requirements of a case study (0 points)

Overall, the service provider must demonstrate in their proposal their understanding of tourism content marketing and the importance and mainstreaming of a coherent digital marketing programme that generates a positive narrative and secure pole position for the destination GAUTENG amongst the content search platforms.

**SECTION 4: PROOF OF EVIDENCE AND EXPERIENCE OF THE SERVICE PROVIDER IN THE SECTOR AND THE INDUSTRY OF DIGITAL MARKETING AND LEADS GENERATION**

20

**Important notes to the bidder:**

This section will assess the bidder's experience in the industry of digital marketing and leads generation.

A section in the proposal must clearly indicate the service provider's (as an organisation) number of years of experience in digital marketing for clients in this sector including the nature of the experience with a total score **of 20 points**.

<p><b>PORTFOLIO OF EVIDENCE: Digital Marketing and Leads Generation</b></p> <ol style="list-style-type: none"> <li>1. Bidders must provide a portfolio of evidence for work done previously, demonstrating strategies, project implementation, project impact and project outcome in the digital marketing and leads generation.</li> <li>2. Bidders must state in writing the Intellectual Property conditions associated with the project portfolio.</li> <li>3. Bidders must provide reference letters confirming work done previously from clients in both the digital marketing and leads generation sector.</li> </ol>	
<p><b>Experience in the destination marketing and tourism sector</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	
<p><b>Experience in in the digital marketing &amp; leads generation.</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more(10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	

## 12. FUNCTIONALITY CRITERIA: MICE AND TRADE SALES ENABLEMENT

### SELECTION CRITERIA AND KEY AREAS FOR SCORING

- a) The proposals will be assessed according to the below functionality criteria.
- b) The bidder must ensure that the proposal addresses each aspect of the listed criteria.
- c) Failure to provide supporting documentation to claim points for functionality will result in no points being awarded for the specific criteria and may result in the disqualification of the bid.

FUNCTIONALITY CRITERIA	TOTAL POINTS
<b>Important notes to the bidder:</b> <ul style="list-style-type: none"> <li>The proposal will be evaluated in four (4) sections.</li> <li>Each of the four sections has an individual score.</li> <li>The <b>four sections</b> give a total of <b>100 points</b>.</li> <li>The four sections are as follows:</li> <li><b>Section 1:</b> Public/Private sector experience of the service provider in the MICE and Trade Sales Enablement field with a total score of <b>20 points</b>.</li> <li><b>Section 2:</b> Experience of key personnel in the MICE and Trade Sales Enablement who form part of the project team with a total score of <b>20 points</b>.</li> <li><b>Section 3:</b> Case studies and approaches with a total score of <b>40 points</b>.</li> <li><b>Section 4:</b> Experience in the MICE and Trade Sales Enablement work with a total score of <b>20 points</b>.</li> </ul>	
<b>SECTION 1: PUBLIC/ PRIVATE SECTOR EXPERIENCE IN THE MICE &amp; TRADE SALES LEADS ENABLEMENT</b>	<b>20</b>
<b>Important notes to the bidder:</b> This section will assess the bidder's experience in the MICE and Trade Sales Marketing. <b>Bidder/Company</b> - Public or private sector experience must be aligned to similar work, which have been successfully concluded in the last six (6) years. <b>A section in the proposal must outline the public or private sector experience, including the date and the scope of work that was conducted, as well as the entity/ client for which the work was undertaken.</b>  The maximum points a bidder can score in this section is <b>20 points</b> .	
<ul style="list-style-type: none"> <li>1 to 3 years' experience (6 points)</li> <li>4 to 5 years' experience (13 points)</li> <li>6 years' experience and more (20 points)</li> </ul>	
<b>SECTION 2: EXPERIENCE OF KEY PERSONNEL WHO FORM PART OF THE TEAM IN THE MICE AND TRADE SALES LEADS ENABLEMENT</b>	<b>20</b>
<b>Important notes to the bidder:</b> For the project team, the points in the section will be scored as follow. <b>The project team should comprise of the following five (5) team members:</b>  <b>1) MICE Manager</b> <ul style="list-style-type: none"> <li>No experience (0 points)</li> <li>1 to 3 years' experience (2 points)</li> <li>4 to 5 years' experience (3 points)</li> <li>6 years' experience and more (4 points)</li> </ul>	

<p><b>2) Leads Generation Officer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>3) Sales and Marketing Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (2 points)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>4) Trade Marketing Officer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>5) Bid Support Specialist</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>Bidders must submit abridged CVs with at least one to a maximum of three (if applicable) contactable references of each project team member as outlined above clearly outlining the experience of each team member.</b></p> <p><b>Failure to submit the CVs as indicated in these Terms of Reference will result in no points allocated.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p>	
<p><b>SECTION 3: CASE STUDY ON THE MICE AND TRADE SALES LEADS ENABLEMENT</b></p> <p><b>Important notes to the bidder:</b></p> <p>This sub-section will focus on how the bidder will approach the scope of work, submission of relevant case studies and brand communication approach in marketing Destination Gauteng. The maximum points a bidder can score in this sub-section is <b>40 points</b>.</p> <p>The bid submission must include a clear and detailed campaign approach, case study, and signed reference letters as well as case studies. The three main areas of scoring are:</p>	<p><b>40</b></p>

<p>1. <u>Case study</u></p> <p>Bidders must provide a detailed examples / case study of previous work that is relevant to MICE &amp; Trade Sales Leads Enablement. This must include but not limited to bids submission, online tour operators leverage, trade partnerships, airlines sales relations, trade shows management and leads management or similar.</p> <p>Bidders must make a submission of approach for execution and managing a Trade Sales project or Bids Submission work. The proposal should showcase projects that the bidder has previously engaged on.</p> <p>2. <u>Signed reference letters</u></p> <p>Bidders must submit a signed reference letter by previous client and a contactable reference for the case study supplied.</p> <p>3. <u>Proposal of a MICE &amp; Trade Sales Enablement approach of work done previously for Destination Gauteng</u></p> <p>The submission must demonstrate but not limited to trade marketing partnerships, sales marketing, leads generation and leads management, Bids Preparation and Bids Submission.</p> <p>The case studies and approach carry a total of 40 points.</p> <ul style="list-style-type: none"> <li>• Bidder meets all three (3) requirements of the case study (40 points)</li> <li>• Bidder meets two (2) of the requirements of the case study (20 points)</li> <li>• Bidder meets only one (1) requirement of the case study (10 points)</li> <li>• Bidder does not meet the requirements of a case study (0 points).</li> </ul> <p>Overall, the service provider must demonstrate in their proposal their understanding of tourism and the importance of trade marketing and sales approach in optimising a destination's attractiveness and competitiveness to drive visitor economy growth.</p>	
<p><b>SECTION 4: PROOF OF EVIDENCE AND EXPERIENCE OF THE SERVICE PROVIDER IN THE MICE AND TRADE SALES INDUSTRY</b></p> <p><b>Important notes to the bidder:</b></p> <p>This section will assess experience of the bidder in the MICE and Trade Sales Industry.</p> <p>A section in the proposal must clearly indicate the service provider's (as an organisation) number of years of experience in MICE work, business event leveraging, business events bidding, trade sales packages development, strategic trade marketing partnerships for the tourism and economic sector clients including the nature of the experience with a total score of <b>20 points</b>.</p> <p><b>PORTFOLIO OF EVIDENCE: MICE and Trade Sales</b></p> <p>1. Bidders must provide a portfolio of evidence for work done previously, demonstrating strategies, project implementation, project impact and project outcome in MICE and Trade Marketing Sales.</p>	20



<p>2. Bidders must state in writing the Intellectual Property conditions associated with the project portfolio.</p> <p>3. Bidders must provide reference letters confirming work done previously from clients in both MICE and Trade Sales Marketing fields</p>	
<p><b>Experience in the Destination Marketing and Tourism Sector</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points.</b></p>	
<p><b>Experience in MICE AND TRADE SALES ENABLEMENT:</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points.</b></p>	

### 13. FUNCTIONALITY CRITERIA: PUBLIC RELATIONS, MEDIA RELATIONS, MEDIA BUYING AND STRATEGIC COMMS SERVICES

#### SELECTION CRITERIA AND KEY AREAS FOR SCORING

- a) The proposals will be assessed according to the below functionality criteria.
- b) The bidder must ensure that the proposal addresses each aspect of the listed criteria.
- c) Failure to provide supporting documentation to claim points for functionality will result in no points being awarded for the specific criteria and may result in the disqualification of the bid.

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>The proposal will be evaluated in four (4) sections.</li> <li>Each of the four sections has an individual score.</li> <li>The <b>four sections</b> give a total of <b>100 points</b>.</li> </ul> <p>The four sections are as follows:</p> <ul style="list-style-type: none"> <li><b>Section 1:</b> Public/Private sector experience of the service provider in the field of Public, Media Relations, Media Buying &amp; Strategic Communications Services with a total score of <b>20 points</b>.</li> <li><b>Section 2:</b> Experience of key personnel who form part of the project team with a total score of <b>20 points</b>.</li> <li><b>Section 3:</b> Case studies in using PR, Media Relations, Media Buying &amp; Strategic Comms Services to enhance destination Gauteng and GTA's media and brand profile with a total score of <b>40 points</b>.</li> <li><b>Section 4:</b> Experience in development of integrated public relations, media relations and media buying strategies with a total score of <b>20 points</b></li> </ul>	
<p><b>SECTION 1: PUBLIC/PRIVATE SECTOR EXPERIENCE OF THE SERVICE PROVIDER IN THE FIELD OF MEDIA STRATEGY DEVELOPMENT</b></p> <p><b>Important notes to the bidder:</b> This section will assess experience of work done in the private or public sector with focus on the field of Media strategy development.</p> <p><b>Bidder/Company</b> - Public or private sector experience must be aligned to similar work, which have been successfully concluded in the last six years.</p> <p><b>A section in the proposal must outline the public or private sector experience, including the date and the scope of work that was conducted, as well as the entity/ client for which the work was undertaken.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p> <ul style="list-style-type: none"> <li>No experience (0 points)</li> <li>1 to 3 years' experience (6 points)</li> <li>4 to 5 years' experience (13 points)</li> <li>6 years' experience and more (20 points)</li> </ul>	20
<p><b>SECTION 2: EXPERIENCE OF KEY PERSONNEL WHO FORM PART OF THE TEAM</b></p> <p><b>Important notes to the bidder:</b> For the project team, the points in the section will be scored as follow. <b>The project team should comprise of the following five (5) team members:</b></p>	20

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>1) Media Strategist</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 points)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>2) Channels Planner</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>3) Media Research Officer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)</li> <li>• 4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>4) Media Buyer</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>5) Public Relations</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 3 years' experience (1 point)4 to 5 years' experience (3 points)</li> <li>• 6 years' experience and more (4 points)</li> </ul> <p><b>Bidders must submit abridged CVs with at least one to a maximum of three (if applicable) contactable references of each project team member as outlined above clearly outlining the experience of each team member.</b></p> <p><b>Failure to submit the CVs as indicated in these Terms of Reference will result in no points allocated and a disqualification of the bid.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p>	
<p><b>SECTION 3: CASE STUDIES AND MEDIA STRATEGY DEVELOPMENT APPROACH IN MARKETING DESTINATION GAUTENG</b></p> <p><b>Important notes to the bidder:</b></p> <p>This sub-section will focus on how the bidder will approach the scope of work, submission of relevant case studies and media strategy development approach in communicating Destination Gauteng messages. The maximum points a bidder can score in this sub-section is <b>40 points</b>.</p>	40

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p>The bid submission must include a clear and detailed campaign approach, case study, and signed reference letters as well as case studies. The three main areas of scoring are:</p> <ul style="list-style-type: none"> <li>• <u>Case study</u> Bidders must provide a detailed case study of previous work that is relevant to strategy development.</li> <li>• <u>Signed reference letters</u> Bidders must submit a signed reference letter by previous client and a contactable reference for the case study supplied.</li> <li>• <u>Proposal of a media strategy development approach for Destination Gauteng</u> This must showcase project research, sufficiency, processes, and procedures followed on the executed strategy.</li> </ul> <p>The case studies and approach carry a total of 40 points.</p> <ul style="list-style-type: none"> <li>• Bidder meets all three (3) requirements of the case study(40 points)</li> <li>• Bidder meets two (2) of the requirements of the case study (20 points)</li> <li>• Bidder meets only one (1) requirement of the case study (10 points)</li> <li>• Bidder does not meet the requirements of a case study (0 points)</li> </ul> <p>Overall, the service provider must demonstrate in their proposal their understanding of tourism and the importance and mainstreaming of a coherent media strategy that generates a positive narrative and secure pole position for the destination in the editorial space.</p>	
<b>SECTION 4: PROOF OF EVIDENCE AND EXPERIENCE IN MEDIA BUYING AND PR STRATEGY DEVELOPMENT</b>	20
<p><b>Important notes to the bidder:</b> This section will assess the bidder's experience in media and public relations strategy development framework.</p> <p>A section in the proposal must clearly indicate the service provider's (as an organisation) number of years of experience in strategy frameworks development. The nature of the experience and relevance will score a total of <b>20 points</b>.</p> <p><b>PORTFOLIO OF EVIDENCE: Strategy Development</b></p> <ol style="list-style-type: none"> <li>1. Bidders must provide a portfolio of evidence for work done previously, demonstrating strategies, project implementation, project impact and project outcome in Media Strategy Development.</li> <li>2. Bidders must state in writing the Intellectual Property conditions associated with the project portfolio.</li> <li>3. Bidders must provide reference letters confirming work done previously from clients in Media Buying Strategy Development.</li> </ol>	

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Experience in the Destination Marketing and Tourism Sector</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	
<p><b>Experience in media buying and media relations strategy development Frameworks and Action Plans.</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	

## 14. FUNCTIONALITY CRITERIA: CORPORATE COMMUNICATIONS, REPUTATION MANAGEMENT AND STAKEHOLDER RELATIONS

### SELECTION CRITERIA AND KEY AREAS FOR SCORING

- The proposals will be assessed according to the below functionality criteria.
- The bidder must ensure that the proposal addresses each aspect of the listed criteria.
- Failure to provide supporting documentation to claim points for functionality will result in no points being awarded for the specific criteria and may result in the disqualification of the bid.

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Important notes to the bidder:</b></p> <ul style="list-style-type: none"> <li>The proposal will be evaluated in four (4) sections.</li> <li>Each of the four sections has an individual score.</li> <li>The <b>four sections</b> give a total of <b>100 points</b>.</li> </ul> <p>The four sections are as follows:</p> <ul style="list-style-type: none"> <li><b>Section 1:</b> Public/Private sector experience of the service provider in the field of corporate comms, reputation management and stakeholder relations with a total score of <b>20 points</b>.</li> <li><b>Section 2:</b> Experience of key personnel in events management who form part of the project team with a total score of <b>20 points</b>.</li> <li><b>Section 3:</b> Case studies and corporate comms, reputation management and stakeholder relations approach in marketing destination Gauteng with a total score of <b>40 points</b>.</li> <li><b>Section 4:</b> Experience in corporate comms, reputation management and stakeholder relations with a total score of <b>20 points</b></li> </ul>	
<p><b>SECTION 1: PUBLIC/PRIVATE SECTOR EXPERIENCE OF THE SERVICE PROVIDER IN THE FIELD OF CORPORATE COMMS, REPUTATION MANAGEMENT AND STAKEHOLDER RELATIONS</b></p> <p><b>Important notes to the bidder:</b></p> <p>This section will assess experience of work done in the private or public sector with focus on corporate comms, reputation management and stakeholder relations.</p> <p><b>Bidder/Company</b> - Public or private sector experience must be aligned to similar work, which have been successfully concluded in the last six years.</p> <p><b>A section in the proposal must outline the public or private sector experience, including the date and the scope of work that was conducted, as well as the entity/ client for which the work was undertaken.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p> <ul style="list-style-type: none"> <li>No experience (0 points)</li> <li>1 to 3 years' experience (6 points)</li> <li>4 to 5 years' experience (13 points)</li> <li>6 years' experience and more (20 points)</li> </ul>	20
<p><b>SECTION 2: EXPERIENCE OF KEY PERSONNEL WHO FORM PART OF THE TEAM</b></p> <p><b>Important notes to the bidder:</b></p> <p>For the project team, the points in the section will be scored as follow.</p> <p><b>The project team should comprise of the following two team members:</b></p>	20

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>1) Corporate Comms Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points) 6 to 10 years' experience, (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p><b>2) Reputation Management/Stakeholder Relations Manager</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p><b>Bidders must submit abridged CVs with at least one to a maximum of three (if applicable) contactable references of each project team member as outlined above clearly outlining the experience of each team member.</b></p> <p><b>Failure to submit the CVs as indicated in these Terms of Reference will result in no points allocated.</b></p> <p>The maximum points a bidder can score in this section is <b>20 points</b>.</p>	
<p><b>SECTION 3: CASE STUDIES IN CORPORATE COMMS, REPUTATION MANAGEMENT OR STAKEHOLDER RELATIONS PROGRAMME OR APPROACH IN MARKETING DESTINATION GAUTENG AND PROFILING THE CORPORATE GTA</b></p>	40
<p><b>Important notes to the bidder:</b></p> <p>This sub-section will focus on how the bidder will approach the scope of work, submission of relevant case studies in corporate comms, reputation management or stakeholder relations approach in marketing Destination Gauteng and profiling corporate GTA. The maximum points a bidder can score in this sub-section is <b>40 points</b>.</p> <p>The bid submission must include a clear and detailed campaign approach, case study, and signed reference letters as well as case studies. The three main areas of scoring are:</p> <ol style="list-style-type: none"> <li><u><i>1. Case study</i></u> Bidders must provide a detailed case study of previous work that is relevant to the above-mentioned fields. This must include previously executed projects or similar.</li> <li><u><i>2. Signed reference letters</i></u> Bidders must submit a signed reference letter by previous client and a contactable reference for the case study supplied.</li> <li><u><i>3. Proposal of a Reputation Management Plan development approach for Destination Gauteng</i></u> This must include a reputation management plan development approach for destination marketing. Bidders can choose to submit a proposal on one of the following areas:</li> </ol>	

FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Stakeholder Views and Reputation about GTA or How to build a cohesive destination GAUTENG brand reputation and continuously measure the impact?</b></p> <p>The case studies and approach carry a total of <b>40 points</b>.</p> <ul style="list-style-type: none"> <li>• Bidder meets all three (3) requirements of the case study (40 points)</li> <li>• Bidder meets two (2) of the requirements of the case study (20 points)</li> <li>• Bidder meets only one (1) requirement of the case study (10 points)</li> <li>• Bidder does not meet the requirements of a case study (0 points).</li> </ul> <p>Overall, the service provider must demonstrate in their proposal their understanding of tourism and the importance and mainstreaming of corporate comms, reputation management and stakeholder relations in optimising destination Gauteng's competitiveness and GTA's enhanced thought leadership and reputation.</p>	
<b>SECTION 4: EXPERIENCE IN DEVELOPMENT OF THE REQUIRED STRATEGIES</b>	<b>20</b>
<p><b>Important notes to bidder:</b></p> <p>This section will assess the bidder's experience in development of integrated related events strategy.</p> <p>A section in the proposal must clearly indicate the service provider's (as an organisation) number of years of experience in corporate comms, reputation management and stakeholder relations. The nature of the experience and relevance will score a total of <b>20 points</b>.</p> <p><b>PORTFOLIO OF EVIDENCE: Reputation Management,</b></p> <ol style="list-style-type: none"> <li>1. Bidders must provide a portfolio of evidence for work done previously, demonstrating strategies, project implementation, project impact and project outcome in reputation management, corporate comms strategies development, management, and reporting.</li> <li>2. Bidders must state in writing the Intellectual Property conditions associated with the project portfolio.</li> <li>3. Bidders must provide reference letters confirming work done previously from clients in these fields.</li> </ol>	
<p><b>Experience in the Destination Marketing and Tourism Sector</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	



FUNCTIONALITY CRITERIA	TOTAL POINTS
<p><b>Experience in Corporate Comms Strategies Development, Reputation Management Frameworks, Stakeholder Management Strategy Development and Customer Satisfaction work.</b></p> <ul style="list-style-type: none"> <li>• No experience (0 points)</li> <li>• 1 to 5 years' experience (3 points)</li> <li>• 6 to 10 years' experience (6 points)</li> <li>• 11 years' experience and more (10 points)</li> </ul> <p>The maximum points a bidder can score in this section is <b>10 points</b>.</p>	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	GTA / COMMSBODYSHOP / 2025 / 01	CLOSING DATE:	08 AUGUST 2025	CLOSING TIME:	11:00
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
124 MAIN STREET (CNR MAIN & KRUIS)					
11 <sup>TH</sup> FLOOR					
GAUTENG TOURISM AUTHORITY					
MARSHALLTOWN, JOHANNESBURG					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR. SAMKELO ZOZI	CONTACT PERSON	MR. BARBA GAOGANEDIWE		
TELEPHONE NUMBER	011 085 2497	TELEPHONE NUMBER	011 085 2500		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:CommsBodyshop1@gauteng.net">CommsBodyshop1@gauteng.net</a>	E-MAIL ADDRESS	<a href="mailto:CommsBodyshop1@gauteng.net">CommsBodyshop1@gauteng.net</a>		
<b>SUPPLIER INFORMATION</b>					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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



# INTEGRITY PACT FOR BUSINESSES

**FIGHTING CORRUPTION, PROMOTING INTEGRITY**

## **1. INTRODUCTION**

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

## **2. OBJECTIVES**

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

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

## **3. GOVERNANCE**

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

## **4. ENVIRONMENT**

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

## **5. PROTECTION OF INFORMATION**

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

## **6. REPUTATION**

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



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

## **7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT**

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

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

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

## **8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT**

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

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

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

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

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

## 9. COMMITMENTS OF THE BIDDERS

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

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

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

## **10. SANCTIONS FOR VIOLATION**

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

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

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

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

## **11. CONFLICT OF INTEREST**

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

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

## **12. LEGAL ACTIONS**

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

## **13. VALIDITY**

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

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

## **GPG INTEGRITY PACT FOR BUSINESSES**

<b>BIDDER/SUPPLIER/SERVICE PROVIDER</b>	
<b>Signature of the CEO</b>	
<b>Full name of the CEO</b>	
<b>Tender number</b>	
<b>Date</b>	

# **NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**

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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 RFQ documents for the receipt of RFQs.
- 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 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.9 "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 goods are so delivered and a valid receipt is obtained.
- 1.10 "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.
- 1.11 "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.
- 1.12 "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 RFQ submission) designed to establish RFQ prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.13 "GCC" means the General Conditions of Contract.
- 1.14 "Services" means all of the actions/activities that the supplier is required to perform for/or on behalf of the purchaser under the contract.

- 1.15 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.16 "Project site," where applicable, means the place indicated in RFQ documents.
- 1.17 "Purchaser" means the organization purchasing the Services.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "Supplier" means Amilak Training Center being the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to Air Chefs.
- 1.21 "Tort" means in breach of contract.
- 1.22 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all RFQs, contracts and orders including RFQs for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the RFQ documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 RFQ documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of an RFQ.
- 3.2

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the RFQ 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.
- 6.2 When a supplier developed documentation / projects for the Purchaser, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Purchaser.

## **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.
- 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 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, 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.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

## **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 RFQ, with the exception of any price adjustments authorized or in the purchaser's request for RFQ validity extension, as the case may be.

## **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **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 these contracts if not already specified in the RFQ. Such notification, in the original RFQ 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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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.

## **24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of RFQ, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 Parties shall not be liable for forfeiture of its performance security, payment of damages, or termination for default if and to the extent that his delay in performance or other failure to perform their obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the party affected 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.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.

- 28.3 Except in cases of criminal negligence or wilful 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.

## **31. Notices**

- 31.1 Every written acceptance of a RFQ 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 RFQ 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**

- 32.2 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 RFQ SARS must have certified that the tax matters of the preferred bidder are in order.

## **33. Transfer of contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

## **34. Amendment of contracts**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restricted practices**

- 35.1 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.
- 35.2 If a 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 section 59 of the Competition Act No. 89 of 1998.
- 35.3 If a 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 contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the contractor(s) concerned.