

# GEORGE MUNICIPALITY



**QUOTATION NUMBER: DPD037/2022**

**QUOTATION FOR A NEW TOURISM WEBSITE WITH INTEGRATED DIGITAL MARKETING SOLUTIONS FOR THE TOURISM SECTION OF THE GEORGE MUNICIPALITY.**

ENQUIRIES: MS. SHARON HOUSE  
YORK STREET  
GEORGE  
(044) 801 9298

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR QUOTATION OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

Total Price (INCLUDING VAT)

R

### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

**B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES**

**QUOTATION CLOSES AT 12H00 ON FRIDAY, 03 JUNE 2022**

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## TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

**PLANNING AND DEVELOPMENT  
QUOTATION NR: DPD037/2022**

Quotations are hereby invited for **A NEW TOURISM WEBSITE WITH INTEGRATED DIGITAL MARKETING SOLUTIONS FOR THE TOURISM SECTION OF THE GEORGE MUNICIPALITY.**

Completed quotations in a sealed envelope, clearly marked:

**Quotation No. DPD037/2022** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 03 June 2022**. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No posted quotations or quotations per fax or e-mail will be accepted.

Quotation documents are available at a non-refundable deposit of R50-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Quotation documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

**Stage 1: Functionality**

Only bidders scoring a minimum of 164 out of 205 points in stage 1 will be further considered for evaluation in stage 2.

**Stage 2:**

Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

For more information, contact Ms. Sharon House at (044) 801 9298.

The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.

A TCS PIN for bidders' tax compliance information must be submitted with the quotation document.

It will be required from all successful bidders to register on the Central Supplier Database (CSD).

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE, 6530**

**BEPLANNING EN ONTWIKKELING  
KWOTASIE NR: DPD037/2022**

Kwotasies word hiermee ingewag vir **'N NUWE TOERISME-WEBWERF MET GEÏNTEGREERDE DIGITALE BEMARKINGSOPLOSSINGS VIR DIE TOERISME-AFDELING VAN DIE GEORGE-MUNISIPALITEIT.**

Voltooide kwotasies in 'n verseëelde koevert, duidelik gemerk:

**Kwotasie Nr. DPD037/2022**, moet voor **Vrydag, 03 Junie 2022 om 12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om na 12:00 in die tender bus geplaas te word nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per pos, faks of e-pos sal aanvaar word nie.

Kwotasie dokumente is verkrygbaar teen 'n R50-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Kwotasie dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).

**Fase 1: Funksionaliteit**

Slegs bidders wat 'n minimum van 164 uit 205 punte in fase 1 behaal, sal verder vir evaluering in fase 2 oorweeg word.

**Fase 2:**

Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Mev. Sharon House by (044) 801 9298.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n kwotasie terug te trek en/of te her-adverteer of enige kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.

'n "TCS PIN" vir bidders se belasting nakoming inligting moet ingesluit wees by die kwotasie dokument.

Dit sal van alle suksesvolle bidders verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE, 6530**

## REQUEST FOR FORMAL QUOTATION

Kindly furnish me with a quotation for the supply of the goods/services as detailed in the enclosed schedule.

The quotation must be submitted on this document and must be deposited in the tender box on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Friday, 03 June 2022**.

### The following conditions will apply:

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm.
- A firm delivery period must be indicated.
- All transactions exceeding R30 000,00 must be accompanied by a valid tax clearance certificate issued by the South African Revenue Services (SARS).
- All quotations above R30 000,00 (VAT included) and up to R200 000,00 (VAT included) will be evaluated in terms of the 80/20 preferential point system as prescribed in the Preferential Procurement Policy Framework Act (no 5 of 2000) Regulations 2017 and for this purpose the enclosed forms MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted together with your quotation.
- The successful provider will be the one scoring the highest points.
- Status of Municipal accounts must be submitted.
- Certified copies of the identities of the directors and owners of the companies must be attached to this quotation document.
- Quotation documents must be completed in **black ink**. In the event of a mistake having been made on the quotation documents, it shall be crossed out in ink and be accompanied by a **full signature** at each alteration. **No correction fluid** may be used in this quotation document.
- **Do not dismember this quotation document (do not take it apart or put documents between pages). All relevant documents submitted must be attached at the end of this document.**

**B-BBEE certificates submitted with the quotation documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

**NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

### DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
<b>Contact Details of the Person Signing the Quotation:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_

NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_

(Place) (Date)

### RESOLVED THAT:

1. The enterprise submits a quotation to the George Municipality in respect of the following:

**QUOTATION NUMBER: DPD037/2022 – A NEW TOURISM WEBSITE WITH INTEGRATED DIGITAL MARKETING SOLUTIONS FOR THE TOURISM SECTION OF THE GEORGE MUNICIPALITY.**

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Quotation and any and all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and or all documentation resulting from the award of the Quotation to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			



## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Quotation to the George Municipality in respect of the following:

**QUOTATION NUMBER: DPD037/2022 – A NEW TOURISM WEBSITE WITH INTEGRATED DIGITAL MARKETING SOLUTIONS FOR THE TOURISM SECTION OF THE GEORGE MUNICIPALITY.**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Quotation and any and all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and or all documentation resulting from the award of the Quotation to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

## **SPECIFICATIONS**

### **TOURISM WEBSITE WITH INTEGRATED DIGITAL MARKETING SOLUTIONS**

#### **1. PURPOSE**

The Tourism section of George Municipality requires a website that will meet best global marketing practices. The website is the focal point of all marketing and it must showcase the destination in the most inspiring way, to people from a range of nationalities who have different interests. The website should inspire users to visit the destination, learn more about the tourism offerings available, help users plan and book their trips, convey important messaging, highlight specials and deals and be a source of fresh content.

The contract is divided into multiple parts:

- Part 1: initial build of the website;
- Part 2: testing and optimisation of the website;
- Part 3: reporting on the website, once optimisations have taken place;
- Part 4: on-going support and services on the website for the duration of the contract, after the initial build is complete.

It is important that the appointed supplier is passionate about delivering the very best website that they can and will go above and beyond to design a tourism website that is worthy of an award. Due to Covid-19, the tourism industry has been incredibly hard hit and tourism businesses and jobs remain in jeopardy. This website can make a big difference in the lives of ordinary people in the tourism industry in George Municipality, and the importance of the build must be taken seriously by bidders.

#### **2. CURRENT WEBSITE**

Please visit [www.visitgeorge.co.za](http://www.visitgeorge.co.za) to review the Tourism section's current website, built on the ComUnity platform.

#### **3. NEW WEBSITE BRANDING**

The overall destination brand, George, Wilderness and Uniondale Tourism, will be implemented on the new website at [www.visitgeorge.co.za](http://www.visitgeorge.co.za)

The Tourism section's Style Guide, which covers fonts and colours, as well as a copy of the joint brand logo, will be provided to the supplier upon appointment.

#### **4. GEORGE MUNICIPALITY'S TOURISTS AND POTENTIAL WEBSITE USERS**

Visitors to the destination are:

- consumers AND businesses
- travelling to the destination for leisure AND business AND 'bleisure'
- from an international AND domestic source market
- a range of ages, demographics and cultures

George Municipality's current core target market is the domestic market, due to Covid-19. However, pre Covid-19 core source and target markets include the United Kingdom, Germany, France, Netherlands and India, and these markets must be catered for. Direct tourists (B2C) will be looking at our website, but so will tourism trade (B2B) like tour operators, travel agents, conference organisers and ground handlers. These trade buyers resell to the public or to other businesses, for example, those offering incentives to staff (i.e. top sales agents win a trip to South Africa). Conference organisers are also looking for destinations to host their next meeting.

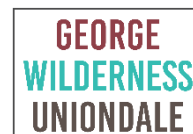
## 5. THE NEEDS OF THE TOURISM SECTION'S WEBSITE VISITORS

Our website visitors are:

- looking for inspiration about why they should come to the destination
- planning their holiday or business trip or event/conference
- researching possible suppliers or business partners to fulfil their needs
- looking for directions, contact information and general destination info
- searching for up to date information about what is happening in the destination
- wanting help from people who live in the destination and can provide local insights.

## 6. ABOUT THE DESTINATIONS WITHIN GEORGE MUNICIPALITY

George Municipality has three tourist facing brands – George Tourism, Wilderness Tourism and Uniondale Tourism, with individual logos and a combined logo representing all 3:



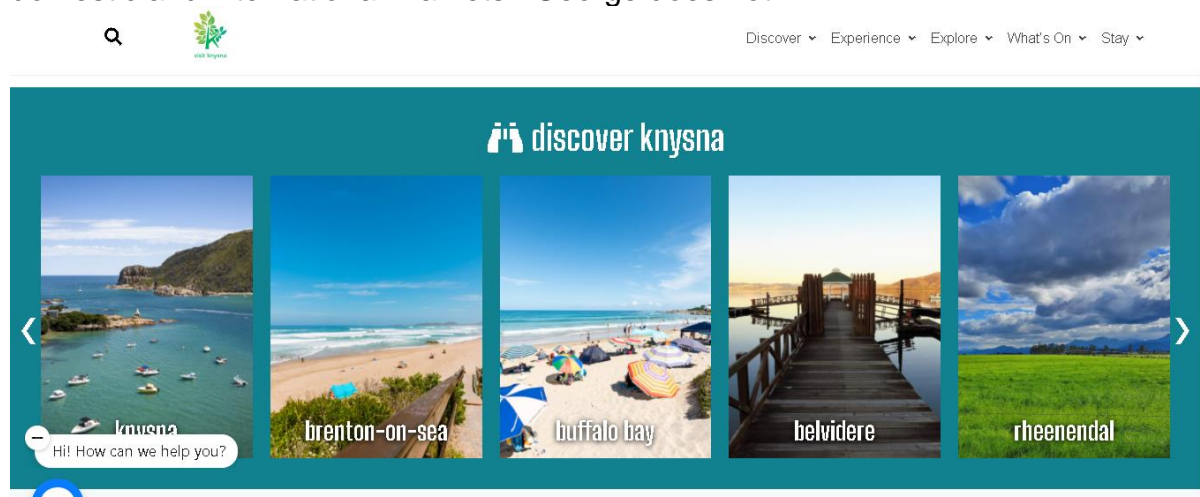
There are also three domains [visitgeorge.co.za](http://visitgeorge.co.za), [visitwilderness.co.za](http://visitwilderness.co.za) and [visituniondale.co.za](http://visituniondale.co.za) which are used for emails at the Visitor Information Centres.

The domain 'visitgeorge.co.za' is used as the overall domain for the website currently.

The reason there are multiple brands is because this is where the Visitor Information Centres are/ were situated, with strong tourism corridors.

Research shows that each area appeals to different types of travellers. For example, tourists who are interested in Wilderness are not necessarily interested in George and may actually find George off-putting. Uniondale is over an hour drive away from George. It is a part of the Klein Karoo and the offering is virtually opposite to Wilderness.

Tourists do not know that Wilderness and Uniondale fall under George Municipality, so it may be confusing to be directed to “visitgeorge” when they are researching these areas. In the case of Knysna, for example, they highlight the popular areas like Brenton-on-Sea and Sedgefield under the overall visitknysna.co.za website. The difference is that Knysna has a very strong and positive brand association in domestic and international markets. George does not.



We need to find a way that the website will address the potentially negative associations of landing on a website for ‘George’, when the user wanted ‘Wilderness’ or the confusion it may bring, as well as the search engine optimisation issues.

- Do we point the domains [www.visitwilderness.co.za](http://www.visitwilderness.co.za) and [www.visituniondale.co.za](http://www.visituniondale.co.za) to sub-domains of the main website- for example, [www.wilderness.visitgeorge.co.za](http://www.wilderness.visitgeorge.co.za) and [www.uniondale.visitgeorge.co.za](http://www.uniondale.visitgeorge.co.za), where only the data sets from those areas are displayed, with strong links to return back to main site to explore more? The main website [www.visitgeorge.co.za](http://www.visitgeorge.co.za) holds all the data for the destination including Wilderness and Uniondale, as this is where we will drive all our generic destination marketing campaigns. This method helps first-time searches land where they wanted to land – on Wilderness or Uniondale but also creates awareness about what the destination offers overall. It may have positive SEO benefits.
- Do we simply point the Wilderness and Uniondale domains to ‘visitgeorge.co.za’ and then right at the top of the website, have clickable elements for sub-areas, which website users can click on to direct to area specific information?

The website developer needs to assess what will be the most effective, to ensure conversions and user experience, factoring in SEO.

## 7. ABOUT GEORGE’S TOURISM PRODUCTS/ MEMBERS

The Tourism Section’s Members consist of suppliers and organisations in our destination only (George Municipality) related to Tourism – mostly accommodation, activities, tours/transport/ground handlers and conference venues. While the core

focus remains on the direct consumer, we want to increase our 'business tourism' offering by not only targeting leisure tourists but also providing information that is useful for tour operators and event and conference organisers.

## **8. IMPORTANT GOALS THE WEBSITES MUST DELIVER**

**Please pay very close attention to the goals of this website:**

### **8.1 Be visually SPECTACULAR, super inspiring and on brand**

The Tourism destination website must be so striking that a website user wants to book a ticket to travel to the area *right now*. The design look and feel of the website is #1. Tourists researching their holiday are confronted with plenty of gorgeous imagery while planning their best holiday. All the design and content assets must be on point. And this is applicable for both desktop and mobile. We deal with tourists, and users from different countries interact differently. In South Africa, mobile is king. In Europe, travellers doing research use desktops. Therefore, we must nail down the design, look and feel whichever way the website is accessed. Since our website is for international tourists too, we need to look at incorporating brand South Africa, and the word "Garden Route" is very important. And it *almost* goes without saying, the Tourism section of George Municipality needs to thoroughly approve the look before the supplier starts executing it.

### **8.2 Conversions are the 'bread and butter' of what we do**

The website will be the centre of all destination advertising and awareness campaigns. It is up to the appointed supplier and the Tourism section to create a website that drives enquiries and helps keep SMME's and large hotels in our destination going. We need a website that will optimise for member sales enquiries, include advertising and data tracking integrations, Google Analytics goals, strong sales funnels for lead enquiries and everything a digital marketing expert uses in their toolbox to get conversions over the line. This includes testing conversion pathways, messaging and layouts and anything else to optimise for conversion. The appointed supplier will need to budget to run ads to drive traffic to the website, to get the test results required.

### **8.3 Deliver a personalised user experience**

Gone are the days when one could slap a website together with content that is all the same, for everyone. Today, personalisation is the name of the game – and we've got to do it without being 'creepy'. No one likes talking to their friend about say, tambourines, and then suddenly have tambourine ads flood them, like Alexa was listening in. That said, we have different selling points for different countries, and that means a different home page based on the website visitor's IP address and different results on listing landing pages. When we speak to the Europeans, we tell them how warm and sunny our destination is. They want the sun. So do South Africans; and South Africans also love the beach. When we talk to the

Indians? We tell them what a moderate climate we have. They've got hot – all 45 degrees of 'hotness'. They've got so much 'hot' they leave the country on holiday in May and June just to escape it. We don't want to tell them that it's hot here because 'their' hot and 'our' hot means two different things. When we send an automated email to website visitors after they have made an enquiry via our website? It's just nice to use their name. We also want to suggest things to do, places to stay, blogs to read etc – all tailored for them, beyond their geo-location. The sky's the limit and we can't wait to hear the appointed supplier's ideas.

#### **8.4 Who likes to wait? No one.**

And when a user goes to the destination website, they can't call the manager to ask why the queue is so long. They just press the little "x" in the top right corner and take all of our hard work and their holiday money with them. Loading time is very important to Google, and most importantly, it is important to humans. Even though the website is content heavy, it must be fast. You'll have to pull out all the tricks of the trade to get an optimal performance; pull Google Webmaster reports and make sure all loading, and speed problems are resolved. And you'll need to put a basic guide together for our team and Members for when they are loading images and other content, so that we don't butcher *your* hard work and technical know-how.

#### **8.5 Exceptional experiences for people (users)**

This website is telling people what type of experience they can expect in the destination. Is it a good one? Can people find the content they want, quickly and easily? If a user only wants to look at dog friendly self-catering accommodation in George, they must be able to do that, without frustration. Tags, filters and anything else required to tailor the experience are a non-negotiable. Our search must be phenomenal. Did a user type in a synonym of a word we wrote another way? Did they misspell a word? Search must deliver. It must be smart. When they open an activity and add it to their favourites, and now want to go back to their original filtered list to browse some more activities, does that happen? Or do they get left back at the top of the unfiltered version of the page, so that they must start all over again? Are they able to add to their cart from the main list screen individual product listing, or are they forced to open that individual product listing page and navigate back and forwards between list and individual pages? And there's nothing more irritating than a website pop up that you can't close on mobile. Is there click rage going on somewhere? Are there broken links? The website must be optimised over a testing period to make it a real pleasure to navigate and use. We need to make sure the website works exceptionally well on all device types.

#### **8.6 Ensure compliance and don't make friends with hackers**

This website needs to be 100% secure. It can NEVER have 'unsecure' messages come up in the user's internet browser. This will make us bleed website visitors and also make them hesitant to visit our website, or possibly even research our destination, ever again. Forms must be secure. We need a website privacy policy, statements for advertising cookies, POPI and GDPR



compliances and anything and everything else required to make our website legal, compliant and secure. It's the appointed supplier's responsibility to put this in place. Don't forget the SSL certificate. Don't make it easy for hackers to take over the website or steal information on our site.

### **8.7 Help 'searchers' find us**

There are a LOT of people in this world who still type the website name into the Google search bar instead of the website toolbar. Search engine optimisation practices must be executed to get us on page 1 of Google and preferably, the first result when people Google the destinations. We realise that there are advertising practices involved in this, but everything must be done from the website optimisation side, to make Google and other top search engines in target market countries, like us a lot.

### **8.8 Our destinations need their day in the sun**

We have three brands – George Tourism, Wilderness Tourism and Uniondale Tourism. People who LOVE Wilderness do not necessarily love George. They usually love Knysna and Plettenberg Bay. We don't want to chase them away when they see 'George' come up, instead of the holiday next to the Wilderness sea they were dreaming about. And the town of Uniondale is an hour drive away from George. What's it got to do with George? Tourists don't care that Wilderness and Uniondale are technically a part of George Municipality. They don't know or care about Municipal boundaries. The only boundary that they know about, is that we are in this magnificent place called the Garden Route. We need your help solving this problem. We need your ideas and savvy to help these destinations shine, but still retaining 'visitgeorge.co.za' as the overall destination website showing off everything and making sure we aren't uploading content 3 times over in the backend for the Wilderness and Uniondale solutions.

## **9. CONTENT SETUP AND MANAGEMENT**

### **9.1 Initial Setup of Website**

The appointed supplier will be responsible for extracting the 'live' data on the existing website, reviewing with the Tourism section of George Municipality what should be retained and what should be removed, and populating all approved data on the new website. The Tourism section will not populate any data in the initial setup, except for new Members who may join during the process.

### **9.2 On-going Content Management**

Once the initial content is uploaded, more content will need to be added to the website as Members change or update their information, and as more Members join. There needs to be an approval process for content before it is published.

Members/ products must be allowed to populate and submit all their content and data, and preview what their changes will look like, but it must not publish live. There must be a disclaimer confirming that they have the authority from their

company to update the info, and other legal text to meet POPIA and obtain copyright permissions. This data must then go to an appointed moderator for approval, and the moderator must receive an email alert so that they can respond timeously.

There must be role management for tourism staff. For example, tourism interns may upload content and data, but a permanent staff member may be an approver. Different roles and responsibilities must be 'tickable' and the Tourism section admin must be able to add and remove staff as required, without assistance from the service provider.

## 10. VISUAL STORYTELLING

This website is about visual story-telling that results in destination awareness, attractiveness and booking enquiry conversions.

- **Copywriting and editing** – a professional copywriter must tailor the copy on the website on all the different pages. The Tourism section can help by providing outlines for new content on specific sections of the website but then it must be refined by a wordsmith. A lot of the member listings have been professionally written but any listing that still requires professional copy must be completed. And of course, the 'calls to action' guide website users along the sales funnel, so this needs to be slick.
- **Photography, videography, VR, animation** – The Tourism section has a database of professional photos and some videos, which should be used on the website. However, the service provider should include a budget to cover additional content to optimise the look and feel of the website. Include 360-degree photos of non-member natural assets like beaches, look out points and nature sites. Include smart video snippets and animations that will be used throughout the website. The appointed supplier will need to put all this content together. VR or 360-degree photos should be included for the following sites as a minimum:
  - Leentjiesklip Beach, Wilderness
  - Salinas Beach, Wilderness
  - Flat Rock Beach, Wilderness
  - Kleinkrantz Beach, Wilderness
  - Kaaimans River on the beach side, Wilderness
  - Kaaimans railway bridge
  - Gwaing Beach, Pacaltsdorp
  - Victoria Bay Beach, George
  - Herolds Bay Beach, George
  - Dolphin's Point look-out point
  - Map of Africa look-out point
  - Outeniqua Mountains look-out point
  - Woodville Big Tree
  - Waterfall inside the Wilderness section of the Garden Route National Park
  - Pepsi Pools

- George dam
  - Wilderness lagoon
  - Island Lake
  - Uniondale Fort
  - Uniondale Watermill
  - Spectacular scene on the 7 Passes Road
- **Personalisation** – in the domestic market, it is all about beaches and the mountain. In India, hardly anyone plays golf, but they love adventure activities. Sit with our team to dig out insights that will help with tailoring based on geo-location. For example, don't serve golf listings at the top of 'things to do' when someone from India is looking at the website. Tell the story they want to see.
  - **Great look on all devices** – Responsive design isn't an option anymore; mobile optimisation is a MUST. However, our website must also be focused on delivering a 'thumb-friendly' experience. See an example of thumb-friendly areas of a phone screen:

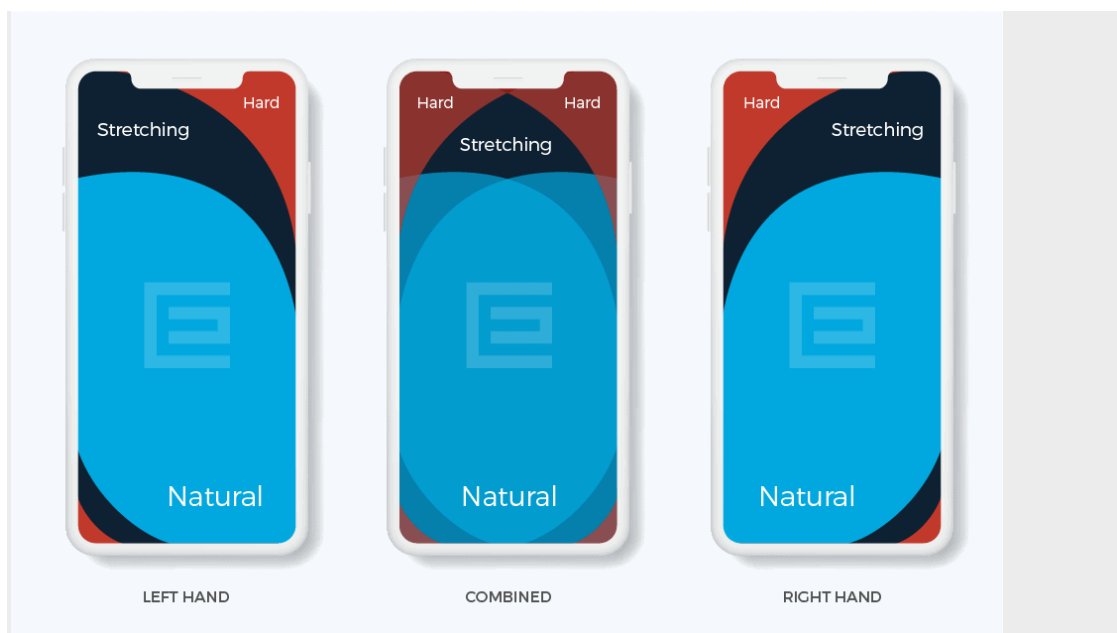


Figure 1 Thumb-friendly areas of a phone screen (Lara, 2021)

- **Data Visualization**  
Data visualization creates 'images' out of data, which results in viewers being engaged and makes them want to learn more. Use data visualisation that will deliver meaningful experiences where relevant.
- **Interactive and Static 3D Content**  
Think about how you can include interactive content, as well as 3D content, to deliver an exceptional story - hover states, interactive image gallery, kinetic typography, animated navigation menu and more.

## 11. NOTES FOR SPECIFIC SECTIONS

## 10.1 LANDING PAGES

Filtering and tags must be applied to all types of listings, so that website visitors can easily use **multiple** filters and tags to drill down to the information that they need. A website visitor might want browse places on the seafront, in Wilderness only, that are pet friendly and in a certain price range. It may be as easy as filtering by a specific type of cuisine or price range on the restaurants landing page.

The filtering element is very important, and the Tourism section expect to continue collecting useful filtering data over time. Tourism staff and Members must be able to add tags and filters as required, and these fields must allow for different input types like numbers, text, currency etc.

Listings should be randomised on landing pages, where personalisation is not involved, so that all the “A” member listing names do not get all the traffic first OR the most popular listings should be featured first. The landing page should have a ‘sort’ function in case someone wants to search in alphabetical order etc.

## 10.2 ACCOMMODATION/ACTIVITY/SUPPLIER LISTINGS

Member or tourism product listings will make up the bulk of the content on the website. The listing must be a one-stop shop where a tourist can find all the info they need.

### Member Listings

- Business description
- Videos – either upload their video or paste a link to a site like YouTube
- Gallery
- Contact details
- Social media links
- Covid protocols messaging
- Deals and specials
- Quality Assurance (i.e. member of TGCSA or FEDHASA or SATSA)
- Map with functionality to get directions (i.e. Google Maps integration)
- ‘Add to favourites’ functionality
- Contact form
- Badges for energy efficiency, sustainability and green initiatives
- Price range guide – Members have different prices throughout the year and we want to give the public an indication of what a member charges. Provide a tool where the Member schedules the dates with price ranges or a specific price. The website can also prompt for out-of-season and mid-season and peak-season.

The page must also have suggestions to other listings/ the blog etc at the bottom to keep visitors moving through the site.

Members must be able to load their own content, but it must first be moderated by the Tourism section before being published on the website. The moderation tool

must allow feedback to the Member when not approved. If approved, an automated message must be sent to the member. This can be built into the website itself or done via integration with the Tourism sections bulk sending program, but the supplier must set it all up.

Filtering and tags must be applied to Member listings, so that website visitors can easily use **multiple** filters to drill down to the information that they need, on the overall category page. Tourism staff and Members must be able to add tags and filters as required.

### **10.3 EVENT LISTINGS**

The following must be included:

- Dates and times (events often have different times for each day, so this must be customisable per day)
- Event description
- Videos
- Gallery
- Contact details
- 'Add to favourites' functionality
- Social media links
- Covid protocols messaging
- Contact form
- Map with functionality to get directions (i.e. Google Maps integration)
- Badges for energy efficiency, sustainability and green initiatives

Event organisers must be able to load their own content, but it must first be moderated by the Tourism section before being published on the website.

Filtering and tags must be applied to listings, so that website visitors can easily use **multiple** filters to drill down to the information that they need, on the overall category page. Tourism staff and Members must be able to add tags and filters as required.

The page must also have suggestions to other events/ accommodation at the bottom to keep visitors moving through the site.

### **10.4 ROUTE LISTINGS**

We require a solution to handle 'routes' – scenic drives, hiking / trail running / MTB, art routes etc. They fall under the 'activities' category. The appointed supplier must engage with the Tourism section to finalise what routes will look like. When a listing is a 'route', we may need additional functionality that is not required on a traditional member listing. The appointed supplier must come up with innovative solutions to best communicate this info.

- Hiking / trail running / MTB – route name, difficulty level, estimated duration, start and end point, contact details, map, images, videos and a link to tour guides, and any associated blogs

- Scenic drives - route name, start and end point, estimated duration, map, attractions and services (shop, petrol or roadside assistance) en route, images, videos, associated blogs
- Arts & Culture routes – plot all the member / product locations on a virtual map with write ups about each stop, associated blogs, tour guides
- Gastronomy routes – plot all the member / product locations on a virtual map with write ups about each stop, associated blogs, tour guides

Please note there may not be any guides, and other fields may also be empty, so fields must be optional.

## **10.5 FREE TRAVEL GUIDE**

Make it easy to download our digital brochure to devices – but call it a ‘travel guide’. The Tourism section must be able to easily replace the file, as new editions are published.

## **10.6 ‘GALLERY’**

Here, provide a spectacular overview of the region in photo and video. Feature a selection of images, videos, 3D photos and VR. Think of sites like Airbnb that let you tour a rental virtually before you book. The Tourism section is able to provide some content but the service provider will need to generate the 3D and VR content.

## **10.7 USER GENERATED CONTENT**

The website must include calls to action to encourage visitors to use the Tourism section’s hashtags and create stories on their social media, which will amplify our social media marketing.

## **10.8 CATEGORIES AND LANDING PAGES**

We have a comprehensive Visitor Information Centre Info List which categorises listings into accommodation, activities, restaurants, shopping, transport and venues, with sub-types under each main category. These categories and sub-types must be the foundation of the categorisation in the backend of the website, so that all our linkages across touchpoints match. However, the terminology used on the landing page can be different, as long as the linkages exist in the backend. Tourism staff must be able to make new categories and sub-categories as required and click to link them to the relevant landing pages.

For example, the website would have a menu with landing pages by service type:

- Accommodation
- Activities
- Restaurants
- Events
- Business Services

- Event & Conferences Organisers
- Ground Handlers & Transport
- Gallery
- Destination Stories (blog)
- About the Destination

Website users would navigate the listings on each landing page for services like accommodation, activities, restaurants, events and business services using the filtering and sorting options. They would click into individual listings. The way the landing page is designed should be exceptional to the eye, with breaks in-between the monotonous listing style filled with content rich media and copy.

Then, the website should also incorporate landing pages by experience or theme, where all relevant services are linked. For example, these interest pages will encompass written content, listings, guides, blogs all linked to the theme. The following themes should be used:

1. For the Sporty

- Golf
- Rugby
- Swimming
- Show Jumping & Eventing
- Trail Running / Hiking / Mountain Biking
- Surfing
- 4x4
- Restaurants with bike racks, beach restaurants etc
- Any related blogs
- Any related events
- General copywriting and info

2. Family friendly fun

- Rainy days
- Outdoor experiences
- Family friendly restaurants and facilities
- Family friendly places to stay (i.e. activities/ jungle gyms/cots)
- Any related blogs
- Any related events
- General copywriting and info

3. Inspiring art, culture and history

- Routes
- Galleries
- Experiences
- Accommodation linked to history and culture
- Restaurants where art is displayed, cultural and historically significant dining places
- Points of interest (i.e. Watermill, Anglo Boer War forts, Old Toll House etc)
- Any related blogs

- Any related events
- General copywriting and info

4. Adrenalin-fuelled adventures

- All adventure activities
- Any related blogs
- Any related events
- General copywriting and info

5. Rejuvenation

- Scenic drives
- Spas
- Beaches/ river/ nature spots
- Look out points
- Yoga retreats and remote stays
- Nature hikes
- Any related blogs
- Any related events
- General copywriting and info

6. Food and Wine

- Places to buy local produce
- Local wineries
- Pairings
- Unique restaurants or food experiences
- Picnics
- Accommodation offering special food experiences (i.e. Serendipity, Treedom)
- Any related blogs
- Any related events
- General copywriting and info

## 10.9 'PLAN MY STAY'

Provide a 'favourites' functionality where users can save things they are interested in. The supplier must think about how this section can be developed to support conversions and help people plan their trip.

A button or call to action must be included in this section, where a website user is asked if they would like a representative from the local tourism office to call them, to help them plan their stay and itinerary.

## 10.10 ABOUT THE DESTINATION

This section should support the following sub-categories:

- Visitor Information Centres (contact details)
- Weather, seasons and climate
- Maps – situate between Cape Town and PE in the Garden Route, in the Western Cape of South Africa. Upload Tourism's VIC maps for download.



- Getting To and Around
  - Airport
  - N2
  - In-destination transport available
- Health and Safety
  - Covid-19 (info for SA – relevance for international tourists) link to portals with a summary of SA protocols
  - International travel advice
  - George Municipality local emergency numbers
- Sustainable Travel – info on Sanparks, Cape Nature, special areas of protection (botanical gardens, bird breeding wetlands), airport, energy efficiency measures by George Municipality, Blue Flag etc.

### 10.11 BLOGS MORPH INTO STORIES

The blog landing page and 'in-page' blog must be a lot more immersive than it is currently. It must be a visual feast of storytelling. The blogs must allow for different types of sections, different types of media, maps, columns, highlighting of copy etc so that each blog is an interesting, immersive story. There should be optional templates for first person perspective blogs, listicles etc. The existing blogs must be uploaded but reformatted into this 'traveller guide' – story mode style. It is important that each blog has an optional section 'about the author', for first person stories. The publish date is also important, so people know how old the content is, and subsequent revisions must be mentioned. (i.e. Originally published on 01 December 2021 | Revised and updated on 10 May 2022). RSS must be added and integrated for email subscribers.

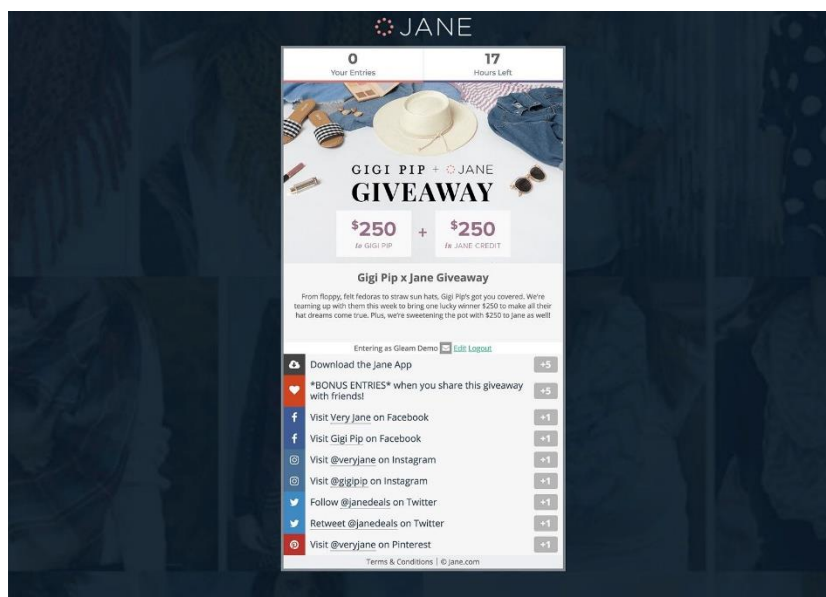
### 10.12 DEALS/ COMPETITIONS SECTION

- **Deals and Special Offers**

The Tourism section want to build easy drag and drop or template-based landing pages to promote special times of year, which the Tourism staff must be able to 'unpublish' when no longer relevant, to keep the section relevant. For example, websites linked to special times of year, like Valentine's Day deals, or Winter deals.
- **Contests**

Provide functionality for contests, which will be posted on the blog or can be setup on separate landing pages.

  - Countdown banner to content end date
  - Click to enter
    - Click these buttons to subscribe to specific social media pages
    - Click this button to subscribe to our newsletter
    - Click these buttons to share the competition on your social media pages



- Photo/ video/ content contest on website or social media:
  - receiving entries and displaying in a gallery, with or without voting rights to website visitors
  - moderator must have option to approve content first, or be able to easily remove content, to make sure hashtag / upload method is not being abused or violating policies.
  - Provide an easy way to embed entries from social media, particularly using a specific hashtag with automatic uploads once initial setup complete.
- Ability to embed videos, where influencers talk about the product to win to amp it up.
- Ability to embed social media posts, separate to competition entries. For example, offline, the Tourism section may ask giveaway winners to post about winning the competition once they receive their prizes and then embed their posts on the contest pages.
- Limit number of entries, or add to entries by performing actions, like sharing etc with software that tracks entries.
- Auto select/ randomise to select winner entries.
- Photo caption competition functionality
- Reward customers by providing a unique discount code per entry into the competition. This must be communicated in the applicable method i.e. UGC – immediate code provided; newsletter sign up – email code.
- Test our customers - complete a quiz to test their knowledge about the destination and make it competitive by getting them to publish their results on social media, challenging their friends to do better.
- Competition rules solutions

### 10.13 HIDDEN TOURISM TRADE PORTAL

The Tourism section require pages / a portal hidden from public view, that are not findable on search engines. We meet with tour operators on a regular basis and need to provide them with an area where they can download resources such as a

trade presentation, brochures, high resolution images, videos for their own marketing usage etc. In order to access these resources, they should complete a form first, and submitting the form with the required fields will result in an email being sent to them with a link to access the portal or similar. They must be given the option to opt in to marketing communications, which must automatically connect to the Tourism section's CRM/ bulk sending software to add to the relevant audience.

When Product listing resources are loaded or available, the system must give an option for this content to also be viewable in the tourism trade portal. There should only be a listing in the tourism trade portal where resources are available. Only certain fields should be present (i.e. trade brochure, photos for download, videos for download, company overview, rate sheet etc). Members must also indicate who should be contacted within their company when it is a trade enquiry (i.e. this may go to the general manager instead of reception, which is listed for the main site). Trade information uploaded by Members must not be viewable on the public site. These listings must also be displayed attractively as it is used to sell the destination.

In the portal, tourism trade must be given the option to download resources in different manners:

- Download only specific resources at once.
- Download all of a *specific* member's resources;
- Download the entire destination's resources with the press of a button.

## **10.14 HIDDEN MEMBERS PORTAL**

### New Members

There should be a Membership sign up form process (multi page, and according to type). Once the applicant has submitted the form (they must be able to save and return later as it is lengthy), there must be an area that guides them through all the documents/ resources they need to submit to finalise their application. They must upload to the portal and the portal must be linked to the Tourism section's CRM system, to automate the saving of the information and trigger automated tasks in the CRM. This section must also show the applicant a status when they want to check back – i.e. their application is being processed, being checked by X department etc (for example, zoning may be checked). Once they are marked as 'approved' in the backend, it must be linked to the CRM to set up a welcome series email communication, as well as internal task allocation (onboarding process triggers for staff). Once the applicant is approved, they should then be able to access everything an existing member can.

### Existing Members

This is an area for Members, a place where they can access reports published by the Tourism section (only certain Members and only certain reports), download their Member certificate and badge (only theirs), update their Member documentation and load evidences, as well as review their website listings and request updates. Any content uploaded must have a mandatory media usage rights field and POPI and GDPR permissions.

## **11.1 ENQUIRY CONVERSIONS**

### Deal Codes

The Tourism section want to assign a booking code to a member listing, that is visible to the public. For example, use booking code 'Explore George' and get up to 20% off. There must be functionality to tick which members should be included and for the Member to indicate the expiry date.

### Sales Enquiries and Favourites

Where a website user emails a Members from the website, a copy of the email must be sent to the Tourism section's specified email address. This is so that we can follow up. This must be synced to Tourism's CRM tool so that we have a copy of enquiries and touch points from the tourism website. If a website user clicks on a member's email address, phone number, website, social media etc, this must all be set up to be tracked in Google Analytics, so that we can pull a report for each member and an overall report, per month, quarter and year. If a website user favourites a member, it must be set up in Google Analytics for tracking.

## **12. FUNCTIONALITY NOTES**

### **12.1 PREVIEW CHANGES BEFORE PUBLISHING**

All pages and listings must have functionality to preview all changes and edits before being published. There must be an option to save a draft without publishing, in case all the changes cannot be made at once.

### **12.2 ADVERTISING**

#### **12.2.1 Tourism website as advertising platform**

This website will incorporate advertising but not in the traditional way – there will be no banner ads. It is about sponsored content and product placement for tourism members.

The website will therefore offer:

##### **12.2.1.1 Featured listings at the top of landing pages**

Functionality should be built in to product/event listings, so that they can be activated for advertising over a certain date duration or for a certain number of website views. When activated, the listing moves to the top of a specific landing page. The supplier needs to think about how this will affect personalisation.

##### **12.2.1.2 Sponsored blog posts**

When a blog is sponsored, a "written by" section must be available to clearly communicate it was written by the featured establishment. In some cases, this will not be necessary. i.e. if Tourism appoint the copywriter and they do an independent piece on the Member but the Member pays for the feature.

##### **12.2.1.3 Suggested listings**

Some products may want to be associated with another product. For example, a more expensive adventure activity supplier may want to be associated with a high-end accommodation supplier, knowing that website viewers are likely in a higher SEM when looking at high end accommodation listings, or an adventure supplier may want to be associated with another adventure supplier. Therefore, functionality must be built in, so that a specific product listing can be suggested on another product's page over a certain date duration or for a certain number of website views. The supplier needs to think about how this will affect personalisation.

The supplier is welcome to suggest other methods of advertising, in addition to the solutions above, that will not negatively impact the design and conversions of the website.

### **12.2.2 Data tracking and marketing messaging**

The website must have functionality to install tracking codes for social media, Google Adwords, Google Analytics and integrate with the Tourism section's CRM platform, and all linkages must be setup. There must also be functionality to easily copy and paste advertising tracking codes in the future.

Website users must give clear permissions while browsing our site, as per best practices.

Ensure all compliance messaging and policies are on the website, including but not limited to a 'Terms of Use', privacy policy and tracking cookie notices.

### **12.2.3 Google Analytics**

- Link to the Tourism section's Google Analytics account.
- Set up goals that will make the account meaningful. For example, goals linked to all forms, favourites, downloads, video views etc.

## **12.3 LIVE CHAT**

Integrate with the Tourism section's CRM system for live chat functionality on the website.

## **12.4 RESOURCES FOR DOWNLOAD**

It must be easy to add documents and resources for download, that are accessed either through a button or a link. From time-to-time we may want to add special interest brochures or documents as they become available.

## **12.5 FORMS**

Intelligent forms must be used on the website, using logic, with different input methods.

Forms must have functionality to be integrated into the CRM where appropriate or the CRM form builder must be used. Features should include pagination, responsive, language support, conditional logic, form field types, email logic, field validation, data routing, export to Excel, file uploads, Dynamic Field Values, calculations, quizzes and polls, surveys, Anti-Spam and partial entries where data inputted from users who start but then abandon a form before hitting submit (use this data to improve form conversions).

## **12.6 LANGUAGE, CULTURE AND WEBSITE PERSONLISATION**

Research shows that “75% of consumers prefer to buy products in their native language.” Therefore, having a website that speaks to at least our core source markets is very important, domestically and internationally.

It goes beyond that. Every country has its own culture-specific behaviours. How to do we localise taglines and slogans? How do we ensure personalised product listings for different locations? The appointed supplier must address localisation and implement smart solutions into the website.

Personalized content according to browsing history is also a powerful tool. Displaying recently viewed, saved, or liked products can lead to increased conversions. Highlighting favoured contents for returning customers may also be a meaningful tool.

Even when thinking about forms, place progressive/dynamic contact forms on the landing pages and display fields according to the lead’s journey. We might ask the name, company, and email address at the first conversion and then ask the phone number, title, company size, company revenue fields at the next conversion opportunity. This must be linked to the tourism section’s CRM, to store the information of leads. Then the CRM can recognize the lead when they come back to the website and only display form fields on the landing pages that isn’t known about the contact.

## **12.7 INTERACTIVE ELEMENTS**

Think about how useful interactive elements can be incorporated into the website? Do we provide a ‘quiz’ about who the website user intends to travel with and their interests and country to tailor information displayed to them?

Is there any reason we may need a poll on our website? We definitely need to implement a survey about the user’s experience on the website, and we need to think strategically about when this survey will pop up.

## **12.8 NOTIFICATION BARS AND POP UPS**

Provide functionality for the tourism section to use pop up messages AND notification bars that work seamlessly on desktop and mobile, when required.

## 12.9 INTEGRATION WITH CRM

The entire website must be integrated with the tourism section's CRM software.

## 12.10 WEBSITE SPEED

Aggressively address website speed. This website must be FAST. For example, use Lazy Load, crunch files and implement any and all measures to ensure the website is visually stunning, but fast. Review these resources:

<https://developers.google.com/speed>  
<https://web.dev/lighthouse-performance/>  
<https://developers.google.com/speed/webp>  
<https://pagespeed.web.dev/>

- **Crunch Files and Aspect Ratio**

Build functionality into the website to 'crunch' files. We regularly take in interns and students who are still learning. Functionality needs to be built into the website to ensure that files aren't saved that are too big, which will make the website slow. If a huge image or video or content file is loaded, the website should auto resize it to the appropriate size, still retaining a good quality, or prevent the user from adding it until it is corrected. An editor should also be provided for cropping to the correct aspect ratio, and content must not be allowed to be published in the wrong sizes. This applies for all types of files and data but is particularly relevant for images.

## 12.11 WEBSITE SEO

Optimise the website for SEO. We want our website to be on page 1 of Google, preferably the first result!

Review these resources:

- <https://developers.google.com/search>
- Google Search Console
- Google Webmasters <https://www.google.com/intl/en/webmasters/#>

## 12.12 STRUCTURED DATA

Ensure that rich results are enabled and optimised. Review these resources by Google:

<https://developers.google.com/search/docs/advanced/structured-data>  
<https://search.google.com/test/rich-results>

## 12.13 WEBSITE SEARCH ENGINE

Conduct research to determine if Google's Programmable Search will be the most effective website search method, or if another method should be used. If using Google tools, ensure search is limited to the Tourism section's website only and not to the entire web.

Understand users' behaviour by linking the new website's search engine with Google Analytics.

## **12.14 MOBILE**

Review tips for building stronger mobile experiences:

<https://www.thinkwithgoogle.com/intl/en-ssa/marketing-strategies/app-and-mobile/>

## **12.15 WEBSITE DATA**

The following is important for customer conversion functionality:

- **CUSTOMER FOCUSED**

- 1) Sign-in

Customers must be able to sign in, upload and save their details and edit their information when required, quickly and easily. There must be fields for individual or business fields. The 'password reset' process must be immediate, automated and painless.

If we have the customer's details, it should be auto populated into forms so that they don't have to continuously retype it when making enquiries.

The customer must also consent to receive marketing communications, according to GDPR and POPI requirements, where the tourism section may make use of their data, as well as the suppliers from whom they are enquiring. The customer data must be downloadable in an Excel spreadsheet.

- 2) Automated emails

Customers:

When a customer fills in a form, downloads the travel guide etc they must receive an automated email. Emails must be in HTML and on-brand. The emails must have merge field data, based on their enquiry.

- 3) Reports

The system must generate intelligent reports that can be pulled to reconcile queries and clicks to members, and to see overall destination performance such as total downloads by resource etc.

## **12.16 GOOGLE GUIDELINES FOR WEBSITES**

The appointed supplier must ensure that they implement Google best practices, so that the website is optimised on the search engine. The following information is sourced from Google at [developers.google.com](https://developers.google.com):

### General Guidelines

Help Google find your pages:

- Ensure all pages on the site can be reached by a link from another findable page. Make sure the referring link includes either text or, for images,



an alt attribute, that is relevant to the target page. Crawlable links are <a> tags with an href attribute.

- Provide a sitemap file with links that point to the important pages on your site. Also provide a page with a human-readable list of links to these pages (sometimes called a site index or site map page).
- Make sure that your web server correctly supports the If-Modified-Since HTTP header. This feature directs your web server to tell Google if your content has changed since we last crawled your site. Supporting this feature saves you bandwidth and overhead.
- Use the robots.txt file on your web server to manage your crawling budget by preventing crawling of infinite spaces such as search result pages. Keep your robots.txt file up to date. Learn how to manage crawling with the robots.txt file. Test the coverage and syntax of your robots.txt file using the robots.txt Tester.

Ways to help Google find your site:

- Ask Google to crawl your pages.
- Make sure that any sites that should know about your pages are aware your site is online.

Help Google understand your pages:

- Think about the words users would type to find your pages, and make sure that your site actually includes those words within it.
- Ensure that your <title> elements and alt attributes are descriptive, specific, and accurate.
- Design your site to have a clear conceptual page hierarchy.
- Follow Google's recommended best practices for images, video, and structured data.
- When using a content management system (for example, Wix or WordPress), make sure that it creates pages and links that search engines can crawl.
- To help Google fully understand your site's contents, allow all site assets that would significantly affect page rendering to be crawled: for example, CSS and JavaScript files that affect the understanding of the pages. The Google indexing system renders a web page as the user would see it, including images, CSS, and JavaScript files. To see which page assets that Googlebot cannot crawl, use the URL Inspection tool. To debug directives in your robots.txt file, use the robots.txt Tester tool.
- Allow search bots to crawl your site without session IDs or URL parameters that track their path through the site. These techniques are useful for tracking individual user behaviour, but the access pattern of bots is entirely different. Using these techniques may result in incomplete indexing of your site, as bots may not be able to eliminate URLs that look different but actually point to the same page.
- Make your site's important content visible by default. Google is able to crawl HTML content hidden inside navigational elements such as tabs or expanding sections. However, we consider this content less accessible to users, and recommend that you make your most important information visible in the default page view.
- Make a reasonable effort to ensure that advertisement links on your pages do not affect search engine rankings. For example, use robots.txt, rel="nofollow",

or rel="sponsored" to prevent advertisement links from being followed by a crawler.

Help visitors use our pages:

- Try to use text instead of images to display important names, content or links. If you must use images for textual content, use the alt attribute to include a few words of descriptive text.
- Ensure that all links go to live web pages. Use valid HTML.
- Optimize your page loading times. Fast sites make users happy and improve the overall quality of the web (especially for those users with slow Internet connections). Google recommends that you use tools like PageSpeed Insights and Webpagetest.org to test the performance of your page.
- Design your site for all device types and sizes, including desktops, tablets, and smartphones. Use the Mobile-Friendly Test to test how well your pages work on mobile devices, and get feedback on what needs to be fixed.
- Ensure that your site appears correctly in different browsers.
- Secure your site's connections with HTTPS. Encrypting interactions between the user and your website is a good practice for communication on the web.

### Quality Guidelines

Make pages primarily for users, not for search engines. Avoid tricks intended to improve search engine rankings. Another useful test is to ask, "Does this help my users? Would I do this if search engines didn't exist?"

Specific guidelines:

Avoid the following techniques:

- Automatically generated content
- Participating in link schemes
- Creating pages with little or no original content
- Cloaking
- Sneaky redirects
- Hidden text or links
- Doorway pages
- Scraped content
- Participating in affiliate programs without adding sufficient value
- Loading pages with irrelevant keywords
- Abusing structured data markup
- Sending automated queries to Google

Follow good practices:

- Monitoring your site for hacking and removing hacked content as soon as it appears
- Preventing and removing user-generated spam on your site

### Improve Search

Use these techniques to help Google discover the right pages on your site:

- Submit a sitemap.
- Submit crawl requests for individual pages.
- Use a simple, human-readable, and logical URL paths for your pages and provide clear and direct internal links within the site.
- If you use URL parameters on your site for navigation, for instance if you indicate the user's country in a global shopping site, use the URL parameters tool to tell Google about important parameters.
- Use robots.txt wisely: Use robots.txt to indicate to Google which pages you'd prefer Google to know about or crawl first, in order to protect your server load, not as a method to block material from appearing in the Google index.
- Use hreflang to point to alternate versions of your page in other languages.
- Clearly identify your canonical page and alternate pages.
- View your crawl and index coverage using the Index Coverage Report.
- Be sure that Google can access the key pages, and also the important resources (images, CSS files, scripts) needed to render the page properly.
- Confirm that Google can access and render your page properly by running the URL Inspection tool on the live page.
- Tell Google which pages you don't want crawled:  
You may not want certain pages of your site crawled because they might not be useful to users if found in a search engine's search results. A robots.txt file tells search engines whether they can access and therefore crawl parts of your site. This file, which must be named robots.txt, is placed in the root directory of your site. It is possible that pages blocked by robots.txt can still be crawled, so for sensitive pages, use a more secure method. Note that if your site uses subdomains and you wish to have certain pages not crawled on a particular subdomain, you'll have to create a separate robots.txt file for that subdomain. Avoid letting your internal search result pages be crawled by Google. Users dislike clicking a search engine result only to land on another search result page on your site. Avoid allowing URLs created as a result of proxy services to be crawled. For sensitive information, use more secure methods. In these cases, use the noindex tag if you just want the page not to appear in Google, but don't mind if any user with a link can reach the page. For real security, use proper authorization methods, like requiring a user password, or taking the page off your site entirely.
- Help Google (and users) understand your content:  
When Googlebot crawls a page, it should see the page the same way an average user does. For optimal rendering and indexing, always allow Googlebot access to the JavaScript, CSS, and image files used by your website. If your site's robots.txt file disallows crawling of these assets, it directly harms how well our algorithms render and index your content. This can result in suboptimal rankings. Use the URL Inspection tool. Create unique, accurate page titles: A <title> element tells both users and search engines what the topic of a particular page is. Place the <title> element within the <head> element of the HTML document and create unique title text for each page on your site.
- Control your title links and snippets in search results:  
If your document appears in a search results page, the contents of the <title> element may appear as the title link for the search result, so accurately

describe the page's content. Choose title text that reads naturally and effectively communicates the topic of the page's content. Avoid using text in the <title> element that has no relation to the content on the page and using default or vague text like "Untitled" or "New Page 1".

Make sure each page on your site has unique text in the <title> element, which helps Google know how the page is distinct from the others on your site. If your site uses separate mobile pages, remember to use descriptive text in the <title> elements on the mobile versions too. Avoid using a single title in all <title> elements across your site's pages or a large group of pages. Use brief, but descriptive <title> elements. <title> elements can be both short and informative. If the text in the <title> element is too long or otherwise deemed less relevant, Google may show only a portion of the text in your <title> element, or a title link that's automatically generated in the search result.

- Use the meta description tag:  
A page's meta description tag gives Google and other search engines a summary of what the page is about. A page's title may be a few words or a phrase, whereas a page's meta description tag might be a sentence or two or even a short paragraph. Like the <title> element, the meta description tag is placed within the <head> element of your HTML document. Meta description tags are important because Google might use them as snippets for your pages in Google Search results. Write a description that would both inform and interest users if they saw your meta description tag as a snippet in a search result. Having a different meta description tag for each page helps both users and Google, especially in searches where users may bring up multiple pages on your domain.
- Use heading tags to emphasize important text:  
Use meaningful headings to indicate important topics, and help create a hierarchical structure for your content, making it easier for users to navigate through your document.
- Add structured data markup  
Structured data is code that you can add to your sites' pages to describe your content to search engines, so they can better understand what's on your pages. Search engines can use this understanding to display your content in useful (and eye-catching) ways in search results. You can mark-up many business-relevant entities: products you're selling, business location, videos about your products or business, opening hours, events listings, recipes, your company logo, and many more. Get the full list on Google. Add the markup to the HTML code to your pages or use tools like Data Highlighter and Markup Helper. Once you've marked up your content, you can use the Google Rich Results test to make sure that there are no mistakes in the implementation.
- Manage your appearance in Google Search results:  
When adding your website to Search Console, we recommend adding both http:// and https:// versions, as well as the www and non-www versions.
- Navigation is important for search engines:  
Use breadcrumb structured data markup when showing breadcrumbs. Show useful 404 pages: add a link back to your root page and provide links to

popular or related content on your site. You can use Google Search Console to find the sources of URLs causing "not found" errors. Create a navigational page for users, a sitemap for search engines: Include a simple navigational page for your entire site (or the most important pages, if you have hundreds or thousands) for users. Create an XML sitemap file to ensure that search engines discover the new and updated pages on your site, listing all relevant URLs together with their primary content's last modified dates. Use URLs with words, not a long string of numbers: URLs with words that are relevant to your site's content and structure are friendlier for visitors navigating your site.

- Know what your readers want (and give it to them):  
Think about the words that a user might search for to find a piece of your content. Users who know a lot about the topic might use different keywords in their search queries than someone who is new to the topic. Anticipating these differences in search behaviour and accounting for them while writing your content (using a good mix of keyword phrases) could produce positive results. Google Ads provides a handy Keyword Planner that helps you discover new keyword variations and see the approximate search volume for each keyword. Also, Google Search Console provides you with the top search queries your site appears for and the ones that led the most users to your site in the Performance Report.
- Use links wisely and write good link text:  
Link text is the visible text inside a link. This text tells users and Google something about the page you're linking to. The better your anchor text is, the easier it is for users to navigate and for Google to understand what the page you're linking to is about. Be careful who you link to - you can confer some of your site's reputation to another site when your site links to it.

### Optimize your images

- Use HTML image elements to embed images in your content.  
Use the HTML `<img>` or `<picture>` elements. Semantic HTML markup helps crawlers find and process images. By using the `<picture>` element you can also specify multiple options for different screen sizes for responsive images. You might also use the `loading="lazy"` attribute on images to make your page load faster for your users. Avoid using CSS to display images that you want us to index.
- Use the alt attribute:  
Provide a descriptive filename and alt attribute description for images. The alt attribute allows you to specify alternative text for the image if it cannot be displayed for some reason. Optimizing your image filenames and alt text makes it easier for image search projects like Google Images to better understand your images.
- Help search engines find your images:  
An Image sitemap can provide Googlebot with more information about the images found on your site. This increases the likelihood that your images can be found in Google Images results.

- Use standard image formats:  
Use commonly supported filetypes; most browsers support JPEG, GIF, PNG, BMP and WebP image formats.

### Improve Indexing

There are many techniques to improve Google's ability to understand the content of your page:

- Prevent Google from crawling or finding pages that you want to hide using the noindex tag. Don't noindex a page that is blocked by robots.txt; if you do so, the noindex tag won't be seen and the page might still be indexed.
- Use structured data.
- Follow the Google Webmaster Guidelines.
- Read Google's SEO starter guide and advanced user guide for more tips.

### Improve Serving

- If your results are aimed at users in specific locations or languages, you can tell Google your preferences.
- Be sure that your page loads fast and is mobile-friendly.
- Follow the Webmaster Guidelines to avoid common pitfalls and improve your site's ranking.
- Consider implementing Search result features for your site, such as recipe cards or article cards.
- Implement AMP for faster loading pages on mobile devices. Some AMP pages are also eligible for additional search features, such as the top stories carousel.

### Make site mobile-friendly

Starting in late 2016, Google has begun experiments to primarily use the mobile version of a site's content for ranking, parsing structured data, and generating snippets.

- There are multiple ways of making your website mobile ready and Google supports different implementation methods, but responsive web design is the recommended method. If you are using Responsive Web Design, use the meta name="viewport" tag to tell the browser how to adjust the content. If you use Dynamic Serving, use the Vary HTTP header to signal your changes depending on the user agent. If you are using separate URLs, signal the relationship between two URLs by adding the <link> tag with rel="canonical" and rel="alternate" elements to the page.
- Use Google's Mobile-Friendly Test to check if pages on your site meet the criteria for being labelled mobile-friendly on Google Search result pages. You can also check out the Search Console Mobile Usability report to fix mobile usability issues affecting your site.
- If your site serves lots of static content (like blog posts or product landing pages) across multiple pages, consider implementing it using AMP (Accelerated Mobile Pages). It's a special flavour of HTML that ensures your

site stays fast and user friendly, and can be further accelerated by various platforms, including Google Search.

#### Enable rich results for your site

A rich result can include styling, images, or other interactive features that can help your site stand out more in Search results. You can help Google understand your page better and show rich results for it in Search by providing explicit clues about the meaning of a page with structured data on the page. Explore here:

#### Keep Google updated when content changes

To make sure that Google finds your new or updated pages quickly:

- Submit sitemaps.
- Ask Google to recrawl your URLs.
- Use the Indexing API when applicable.

#### Analysing search performance

Major search engines provide tools for website owners to analyse their performance in their search engine. For Google, that tool is Search Console. Search Console provides two important categories of information: Can Google find my content? How am I performing in Google Search results? Using it can help you identify issues that can help your site perform better in search results.

Learn more about advanced SEO here:

<https://developers.google.com/search/docs/advanced/structured-data/search-gallery>  
<https://developers.google.com/search/docs/advanced/guidelines/get-started>

### **12.17 LINKS**

All internal links must open in the same tab, but external links must open in a new tab.

### **12.18 FLOW OF PAGES**

Visitors must be able to see the flow of the links / categories for the page they are on, for easy navigation backwards and forwards. i.e. if they Google and land on a member listing under the category 'children's activities', it must be easy and obvious for them to be able to navigate back to the overall category and find other things they may be interested in.

### **13.WEBSITE TESTING**

Make sure to run testing on the approved website build to optimise and refine the website for the best conversions and goals met. Software that delivers funnel analysis, form analytics, heatmap, session recording, A/B testing, and personalization should be used so that the appointed supplier can understand what works on the website, what causes drop-offs, and then optimize for better conversions.

### **14.REPORTING**

Once the website is built and tested, the supplier must submit the following reports by 10 August 2022:

- Proof of Google Analytics goals set up and corresponding reports
- Report from Google’s Rich Results Test <https://search.google.com/test/rich-results>
- Reports for web search, news search results, and Discover from Google Search Console – this refers to the site appearance on Google Search <https://search.google.com/search-console/>
- Report from <https://search.google.com/test/mobile-friendly>
- Report from Google Page Speed Insights on desktop and mobile. This website attributes a score of between 0 – 100. 0–49 is red, 50–89 is amber and 90–100 is green. The website must score in the 90-100 category, or the supplier must provide a motivation due to look and feel why it cannot.
- Google Webmaster report, with feedback on fixes completed.
- Summary of conversion testing results and changes.
- Monthly customer service summary report

## 15. TIME LINES AND DEADLINES

Please note that June is the Municipal financial year end and Phase 1 of the website is procured from the existing year’s budget. Therefore, no extensions will be granted on this deadline. The supplier will be required to work overtime and arrange the necessary support staff, as required, to meet all deadlines.

Once the supplier is appointed, the following deadlines must be met:

MINIMUM REQUIREMENT	DEADLINE	PURPOSE
COMPLETE WEBSITE BUILD	To be discussed with project leader	The supplier must have built the website in its entirety.
LIVE WEBSITE		The supplier must meet with the Tourism section to go through the build and make sure all is in order. Any queries and adjustments must be immediately resolved.
SUPPORT SERVICES		Website must be live.
INVOICE		Support services come into effect until contract end date.
WEBSITE OPTIMISATION		Supplier to submit Phase 1 invoice by latest 15 June 2022.
		Supplier to run testing and optimise the website for user experience, sales enquiry conversions and website goals. Optimisation updates must happen on an on-going basis for the duration of the testing period.



MINIMUM REQUIREMENT	DEADLINE	PURPOSE
REPORTS		Supplier to submit all reports
MEETING: OPTIMISATIONS		Supplier to meet with the Tourism section to debrief on optimisations and discuss if any further developments are required.
INVOICE		Supplier to submit Phase 2 invoice.
CUSTOMER SERVICE SUMMARY REPORT	By the 5 <sup>th</sup> of every month.	Supplier to submit monthly feedback on services rendered.

## 16. BEST DIGITAL MARKETING WEBSITE PRACTICE

The appointed supplier must be an expert at building marketing websites with digital marketing solutions, according to best global practice. If the Tourism section of George Municipality must ask why an image does not auto populate on social media when a blog link from our website is shared, why there is no RSS feed on our blog or no security certificate with Google showing our website as unsafe, then the appointed supplier has not executed a best practice marketing website with digital solutions. The Tourism section of George Municipality will expect the appointed supplier to remedy issues found speedily, at no extra cost, for the duration of the contract.

## 17. WEBSITE SUPPORT AND ADDITIONS

The appointed supplier must:

- 17.1** Provide on-going support to the Tourism section, after the initial build is signed off;
- 17.2** Tourism’s domains and emails are currently hosted on Xneelo. Once the accounts are due for renewal, the appointed supplier must take over the domains, emails and website hosting. All SSL and required security certificates must be included in the hosting. The Tourism section requires at least 10 emails per domain. The current domains are visitgeorge.co.za, visitwilderness.co.za and visituniondale.co.za. The Tourism section must be able to easily and quickly set up new emails and reset passwords as required, as the Tourism section regularly takes in new interns and students.

## 18. MINIMUM SUPPLIER REQUIREMENTS

In order to qualify for this bid, bidders need to have the necessary level of knowledge to implement and maintain an API integration. The supplier must therefore be competent in any of the programming languages listed:

- JavaScript
- Python
- TypeScript
- PHP
- Ruby on Rails
- HTML and CSS

Previous channel manager API integration experience would be beneficial but is not essential.

The bidder will need to provide evidence of proficiency in the above listed programming languages.

## 19. FUTURE SUPPORT

Once this contract is complete, the Tourism section will need to advertise a new contract where service providers can bid to continue offering the website support for future years. Therefore, this website must not be built on an exclusive use platform, where another service provider would not have access. It must be possible for any qualified web developer to take over support and make changes in the future. If a developer's website guide is required for a future developer to understand the new website build, it must be provided by the appointed service provider once the website has been built.

## 20. PREQUALIFICATION

The following information must be supplied for evaluation of the bidder. If this information is not supplied, the bidder will be automatically disqualified.

**20.1** Provide 3 examples of real websites or website templates to showcase visual 'look and feel' for the Tourism section of George Municipality's new website. The links must be immediately accessible or provide screenshots of the home page. Tell the Tourism section why each example, from a visual 'look and feel', is the direction that the Tourism section of George Municipality should go in.

**20.2** Provide 3 examples of how you would add personalisation to our new website.

**20.3** Provide an example of a typical conversion funnel for an enquiry for an activity experience promoted on the Tourism section's new website.

**20.4** Provide an explanation as to how you would go about optimising user experience on the new website.

The following criteria will be used to calculate points for the functionality of the proposal and bidders should ensure they submit all information to be pre-evaluated on the criteria mentioned below, where a minimum threshold of 80% (164 out of 205 points) needs to be obtained to be evaluated for price and preference:

NO.	CRITERIA	SCORE	POINTS SCORED
<b>LOOK AND FEEL FOR NEW TOURISM WEBSITE</b>			
1	At least one of the templates or samples provided is a strong contender for the visual 'look and feel' that the Tourism Section of George Municipality may make use of for the new website.	50	

NO.	CRITERIA	SCORE	POINTS SCORED
	None of the templates provided are a strong contender for the visual 'look and feel' that the Tourism Section of George Municipality may make use of for the new website, but large aspects of the templates have potential.	35	
	Not one of the examples provided are a strong contender for the visual 'look and feel' that the Tourism section of George Municipality may make use of for the new website.	0	
<b>WEBSITE PERSONALISATION</b>			
2	All three examples of how the bidder would add personalisation to the Tourism section of George Municipality's new website make sense and would add value to the new tourism website.	30	
	Two out of three examples make sense and would add value to the new tourism website.	15	
	One or no examples are not suitable.	0	
<b>WEBSITE CONVERSION FUNNEL</b>			
3	The conversion funnel example to convert an activity experience enquiry on the Tourism section's new website makes sense and the steps to enquiry seem credible.	30	
	The steps to enquiry seem credible but the example does not 100% make sense.	15	
	The conversion funnel example does not seem credible and or does not make sense.	0	
<b>OPTIMISATION OF USER EXPERIENCE</b>			
4	The bidder outlines a list of common tips and a clear method to test what works and what does not. The bidder indicates what tools and methods will be used for testing and to analyse behavioural data. The explanation is relevant and is a sound methodology. The bidder knows what they are doing.	30	
	The bidder outlines a list of common tips and a clear method to test what works and what does not. The bidder indicates what tools and methods will be used for testing and to analyse behavioural data. The explanation is <b>MOSTLY</b> relevant, with a mostly sound methodology. There are some gaps in the plan but there is enough that it can be a good start.	15	
	The explanation is not relevant or is not a sound methodology.	0	

**PRICING SCHEDULE**

Description	Total Price (VAT Excluded)
Building of the Website, as per quotation specifications.	R
Content Generation for Website Build (3D photos, video snippets, animations, VR), as per quotation specifications.	R
Website Testing and Optimisation Advertising/ Tool Spend, as per quotation specifications.	R
General Support – <b>Rate Per Hour</b> , as per quotation specifications.	R
Additional Website Security – <b>Annual Rate, only if required by third party services</b> , as per quotation specifications.	R
Domain and email <b>hosting</b> , incl. SSL certificate and required security certificates: <a href="http://www.visitgeorge.co.za">www.visitgeorge.co.za</a> – <b>Annual Rate</b> , as per quotation specifications.	R
Domain renewal: <a href="http://www.visitgeorge.co.za">www.visitgeorge.co.za</a> – <b>Annual Rate</b> , as per quotation specifications.	R
Domain and email <b>hosting</b> , incl. SSL certificate and required security certificates: <a href="http://www.visitwilderness.co.za">www.visitwilderness.co.za</a> – <b>Annual Rate</b> , as per quotation specifications.	R
Domain renewal: <a href="http://www.visitwilderness.co.za">www.visitwilderness.co.za</a> – <b>Annual Rate</b> , as per quotation specifications.	R
Domain and email <b>hosting</b> , incl. SSL certificate and required security certificates: <a href="http://www.visituniondale.co.za">www.visituniondale.co.za</a> – <b>Annual Rate</b> , as per quotation specifications.	R
Domain renewal: <a href="http://www.visituniondale.co.za">www.visituniondale.co.za</a> – <b>Annual Rate</b> , as per quotation specifications.	R
Sub-Total (VAT Excluded)	R
15% VAT	R
<b>TOTAL PRICE (VAT INCLUDED)</b>	R

**IMPORTANT NOTE:** Tenderers **MUST** quote for each line and column in the pricing schedule. If tenderers do not quote as requested, your quotation will not be considered for evaluation.



## THE QUOTATION OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_ duly assigned to represent the service provider for the purpose of this quotation, hereby quote to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this quotation and in accordance with the specifications stipulated in the quotation documents (which shall be taken as part of, and incorporated into this quotation) **at the price/s reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this quotation.

I/we further agree that:

This quotation and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our quotation within the period for which I/we have agreed that the quotation shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our quotation or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable quotation or, if fresh quotation have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh quotations and by the subsequent acceptance of any less favorable quotation; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other quotation or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other quotation or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our quotation is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our quotation and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our quotation; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the quotation documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of quotations involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the quotation data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MRS. L. WARING**

Signature: \_\_\_\_\_

Capacity **DIRECTOR: PLANNING AND DEVELOPMENT**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**



**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		[Tick Applicable Box]
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	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 1.3 ABOVE.</b>		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....	

	.....	
3.9	Have you been in the service of the state for the past twelve months?	<b>YES / NO</b>
3.9.1	If so, furnish particulars. ..... .....	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
3.10.1	If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
3.11.1	If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	<b>YES / NO</b>

<p>3.12.1</p>	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:                  .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) Status level certificate issued by an authorized body or person; B-BBEE
  - 2) affidavit as prescribed by the B-BBEE Codes of Good Practice; A sworn
  - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**                      **or**                      **90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE



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

**80/20** or **90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted?.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of  
company/firm.....

9.2 VAT registration number.....

9.3 Company registration number.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer

- Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number**.....

9.8 Total number of years the company/firm has been in business.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

## SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....

.....

**Signature**

**Date**

.....

.....

**Position**

**Name of Bidder**

**MBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
  - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
  - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

Quotation for the \_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.



**MBD9**

6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</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.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: DPD037/2022</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-Dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendment of contracts
35. Prohibition of restrictive practices

## **General Conditions of Contract**

1. **Definitions:**
1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 “GCC” means the General Conditions of Contract.
  - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "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 bids, contracts and orders including bids 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 bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

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

5.2 The 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 provider'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 provider 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 municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing:
  - 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
  - 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents:

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

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

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

14. Spare parts:

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

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

15. Warranty:



- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid 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 exceed 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 bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

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

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

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

22. Penalties:

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

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the 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.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

27.4 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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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 restrictive 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 bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.