

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: GMT003/24-25

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE, WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD FROM DATE OF APPOINTMENT

ENQUIRIES: Mrs. Sharon House
YORK STREET
GEORGE
(044) 801 9295

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

SUMMARY FOR TENDER 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 tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSURES AT 12H00 ON, MONDAY, 30 JUNE 2025

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BIDDER CONTACT DETAILS

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

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: | Mark choice of correspondence with X |
| Postal Address: | Postal Code: | |
| E-mail Address: | | |
| Telephone Number: | | |
| Cellular Number: | | |
| Facsimile Number: | | |

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: GMT003/24-25

Tenders are hereby invited for the:

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE, WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD FROM DATE OF APPOINTMENT.

Completed tenders in a sealed envelope, clearly marked:

Tender No. GMT003/24-25 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Monday, 30 June 2025**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non refundable deposit of R284.05 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and awarded as follows:

Stage 1: Pre-Qualification Criteria

Only tenders scoring a minimum of **80%** in stage 1 will be further considered for evaluation in stage 2.

Stage 2: Price, B-BBEE Status and Specific Goals

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Ms. Sharon House at (044) 801 9295 or shouse@george.gov.za

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

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

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

**G LOUW
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE**

Tenders word hiermee ingewag vir die:

AANSTELLING VAN 'N DIENSVERSKAFFER OM 'N SOSIALE MEDIA-STRATEGIE TE ONTWIKKEL EN IMPLEMENTERINGSPLAN OM DIE BEVORDERING VAN DIE BESTEMMING OP SOSIALE MEDIA VIR GEORGE, WILDERNIS EN UNIONDALE TOERISME TE VERSEKER, VIR 'N 3 (DRIE-JAAR) TYDPERK VANAF DATUM VAN AANSTELLING.

Voltooidde tenders in 'n verseelde koevert, duidelik gemerk:

Tender Nr. GMT003/24-25 moet voor **Maandag, 30 Junie 2025 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. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R284.05 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Voorafbepaalde kriteria

Slegs tenderaars wat 'n minimum van **80%** behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

Fase 2: Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurvercrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurvercrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Me. Sharon House by (044) 801 9295 of shouse@george.gov.za

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

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument. Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**G LOUW
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT**

6530

**GEORGE
6530**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE, WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD FROM DATE OF APPOINTMENT

BID NUMBER: **GMT003/24-25**

CLOSING DATE: **30 Junie 2025**

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender 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.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications.
2. Value for money.
3. Capacity to execute the contract.
4. PPPFA Regulations 2022.

NB: NO BIDS 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 | |
| Contact Details of the Person Signing the Tender: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |
| Contact Details of the Senior Manager Responsible for Overseeing Contract Performance: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |
| Contact Details of Person Responsible for Accounts / Invoices: | 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:

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE |
|-----------------------------------|--|
| 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 Tender to the George Municipality in respect of the following:

**TENDER NUMBER: GMT003/24-25
TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A
SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE
PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE,
WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD
FROM DATE OF APPOINTMENT**

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 Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender 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 | | | |

Tender GMT003/24-25

| | | | |
|---|--|--|--|
| 5 | | | |
| 6 | | | |

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 Tender to the George Municipality in respect of the following:

**TENDER NUMBER: GMT003/24-25
TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A
SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE
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FROM DATE OF APPOINTMENT**

(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 Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender 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

| | |
|---|---|
| Name of Joint Venture: | |
| Names of Each Enterprise: | |
| (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 _____

SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

| Sub-Contractor's Name | Work Activities to be undertaken by the Sub-Contractor/s | Work Recently Executed by Sub-Contractor/s |
|------------------------------|---|---|
| | | |

TENDER NUMBER: GMT003/24-25

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE, WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD FROM DATE OF APPOINTMENT

TENDER SPECIFICATIONS

1. CONTRACT DURATION

The service provider will be appointed on tender for a period of 3 years.

2. BACKGROUND

The Tourism section of George Municipality, known as George, Wilderness and Uniondale Tourism, requires the services of a highly professional and experienced digital marketing agency to manage their social media. There are no plans to outsource the municipal social media, but should social media services be required by another municipal department, the appointed service provider can service them through this tender.

Municipal Geographical Footprint:

George Municipality covers 28 wards. The following map depicts the geographical footprint of the George municipal area, which is the area that will be promoted on social media:



George, Wilderness and Uniondale Tourism Pages

George, Wilderness and Uniondale Tourism previously had separate Facebook and Instagram pages but are in the process of merging these into one:

- <https://www.facebook.com/tourismgeorge>
- https://www.instagram.com/georgetourism_official
- <https://www.youtube.com/channel/UCIx6AN4nkNiR21EfaZplJJw>

The section also operates a WhatsApp for Business account to communicate with local stakeholders via a group. The use of WhatsApp for Business should be analysed as a part of the new strategy. The number being used is the Wilderness office telephone number: +27 44 877 0045.

George, Wilderness and Uniondale Tourism Hashtags

#georgesouthafrica #GeorgeNaturally #cityofgeorge #wildernesssouthafrica #uniondalesouthafrica #gardenroute

George Municipality has an approved Social Media policy which can be accessed via the George Municipality website and must be adhered to.

3. OBJECTIVES OF APPOINTMENT

The service provider will manage and be responsible for each appointed page and platform in its entirety, including but not limited to all new content generation, advertising and targeting, commenting and engagement, and anything else required. The appointed agency is responsible for all actions relating to social media, including but not limited to:

- 3.1 Social Media Strategy
- 3.2 Social Media Platform Management
- 3.3 Social Media Content Generation
- 3.4 Social Media Community Management
- 3.5 Social Media Listening
- 3.6 Social Media Advertising
- 3.7 Digital Support Services (Relating to social media)
- 3.8 Third-Party Implementations and Activations
- 3.9 Tariffs and Income
- 3.10 Reporting

Tourism Objectives:

The Tourism office aims to drive economic development in the City of George through travel and tourism activities, whereby income, jobs, ownership, and

wealth opportunities are supported, by marketing George as an attractive destination to visit.

The section aims to inspire travellers to choose George as their holiday destination of choice, inspire the tourism trade to sell the offerings of George, for event and conference organisers to choose George as their host city, for the film industry to shoot their productions in George, and to encourage business and event travellers to stay a little longer to enjoy the region.

The aim of the social media pages/advertising is to:

- Create positive awareness about George to potential travellers, event organisers, tourism trade and film producers in the correct target markets, positioning George as a desirable and not-to-miss destination for leisure, film, events, incentives and more.
- Drive real bookings to George.
- Support restaurants, attractions and activities, tourist accommodation, and events by creating awareness with locals of their offerings, specials, and deals.

Initially the appointed agency will need to provide a seamless transition on the current channels from the existing tenderer, but it is intended that during the 2024/25 financial year ending June 2025, a well-researched and thought-out social media strategy will be written, which will then be implemented once it is approved.

4. SCOPE OF WORK

The following outlines the scope of work required:

4.1 Social Media Strategy

The appointed agency will be required to develop and write a social media strategy, which will cover the next 3 years. The agency must understand the brief, objectives and budget of the section clearly, and present research on social media and the applicable target markets, with recommended key performance indicators and measurables.

The strategy must include:

- research and assessment of social media platforms, including advertising tools,
- research and assessment of top source markets in relation to social media,
- best content types to leverage according to results and trends,
- frequencies and timelines,
- best advertising tools and cross promotions,

- software required,
- the use of influencers and other third party collabs, for example a campaign promoting bookings to George with a tour operator,
- rules related to municipal tariff advertising bookings made with the section,
- strategic objectives and actions
- budget
- key performance indicators

New Platforms

The strategy must address new platforms. The section aims to use YouTube advertising in a greater way (target those researching a trip to SA), and may extend to other platforms like WhatsApp, LinkedIn (Tourism Trade/ Film Producers) and possibly TikTok (inspire and engage) to reach different target marks and utilise those platforms in a way that makes sense. This does not mean that ongoing posts will be maintained on all these platforms, which will be too costly, but rather that timely actions will be taken according to objectives. The supplier should think about social media in its entirety and holistically – all the features it offers its users - and not focus on only delivering a set number of posts and replying to comments.

Content Types

Due to the continuously evolving nature of social media, it is expected that when new platform features are available, they should be utilised and leveraged fully. The objectives of the brand may require more adverts to run, rather than actual posts, for example.

Address how the following will be resolved:

B2C:

- Reach domestic and international target markets showing travel intent signals for South Africa with inspirational content as they plan and book their trip (destination awareness and positioning). Market research will be provided by the Tourism section, but the supplier may need to do more in-depth research.
- Reach niche target markets such as surfers, golfers, trail enthusiasts, adventure seekers etc (destination awareness).
- Reach locals and those in the destination with timely information to support local businesses – deals, specials, and events.
- Educate locals on what is available in their destination and leverage them as ambassadors to family and friends.

B2B:

- Promoting the positionings and offerings of George to travel sales professionals and tour builders, tour operators, travel agencies etc by influencing them positively to learn about George's offerings and including George in their Garden Route/ South African itineraries.

- Promoting George to film producers as a film friendly destination.
- Promoting George to event organizers, PCO's etc as an event's friendly destination.

Research and PESTLE

- Understanding the different target audiences, demographics, ages, influences on travel and present research on appropriate channels (different platforms attract different audiences).
- Use social media listening to understand what target markets are saying about the destination and identify and monitor trends.
- Research on the effectiveness of different tactics - for example data on the use of influencers in reaching and converting target markets, using competitions etc.
- Social media audit on what is working and not working on historical data for the current pages.
- Leveraging technology personalization and AI.

Define Key Actions

- Define the tone, language, how to handle negativity etc.
- Define how the destination will handle advertising and platform income generating opportunity features like Meta Stars etc.

Analyse Competitors

- Analyse George's competitors for insights, benchmarking and target setting.

SWOT Analysis

- Conduct a SWOT analysis relating to social media and the destination.

SMART Key Performance Indicators (Objectives)

Define the SMART recommended key performance indications, recommendations and specific actions that will be undertaken, where specific goals are defined and make sense in relation to the research. For example:

- Organic versus paid strategies
- Content types, content formats (including languages, demographics), placements and frequencies.
- Addressing timeliness: best times to publish, best time to engage when audience is online.
- Growing Followers.
- Managing audience engagement.
- Whether to use and encourage UGC.
- Etc

Implementation Plan

Provide an implementation plan based on the SMART key performance indicators (objectives) for the duration of the tender to clearly outline how indicators will be achieved. Define the timeline for project and strategic deliverables.

Tracking and Measuring Performance

Define what specific targets are, and what metrics will be measured:

- What metrics will be tracked and reported on monthly which determine the performance against the objectives.
- A monthly report must be provided with key metrics from the applicable channels and Google Analytics using UTM and conversion funnels created by the appointed agency. Metrics to determine performance against goals, performance enhancement: what is working, what is not working, lessons or hypotheses.
- Measurements to track against competing destinations.

Timeline

- Define the timeline for project and strategic deliverables.

4.2 Social Media Platform Management

Manage all platforms in their entirety, making sure all content is relevant, access and approvals are granted etc.

4.3 Social Media Content Generation

The supplier will be responsible for generating new and relevant content in the applicable brand, for example videos, graphics and photos taken at various sites. The content types and formats must be highly suitable for the platform, based on marketing best practices per platform. It is anticipated that most content for the Tourism section would be video first, optimised for mobile viewing. The supplier should be comfortable visiting local sites and experiences to generate video and other content.

The supplier should expect to cover certain events live, generating on-demand content to be published same-day, which may at times take place over weekends, on public holidays and during out-of-office hours.

The supplier will need to engage with local businesses, tourism experiences, event organisers and others to obtain relevant information. The supplier is expected to communicate in a professional manner as a representative acting on behalf of the municipality and ensure that a positive relationship is always promoted. All content assets shared by Tourism stakeholders should be

stored on the Tourism section's electronic software for future marketing collaborations.

The municipality allocates third-party social media posts to the Tourism section from time to time, which the supplier will need to generate and supply.

4.4 Social Media Community Management

The appointed supplier is responsible for:

- Responding to all comments, queries, and messages daily to encourage engagement.
- Ban/ blocking users who spam our pages and delete their comments.
- Ban/blocking users who use hate speech, or other inappropriate language, and delete their comments.
- Completing daily invitations to people who reacted to and commented on our Meta content to follow our Pages, to the maximum limit per 24 hours.

4.5 Social Media Listening

The appointed supplier is responsible for:

- Monitoring commentary on our posts, provide feedback to the section and use it for your own notes. For example, a post featuring the winding roads into George could create a negative commentary storm about the Montagu and Seven Passes being closed, therefore creating negative sentiment. It is also something the Tourism section needs to be notified of, as screenshots could be used to compel WC Roads to act.
- Using social media tools to monitor trends, so that the agency can hop on board and keep the page fresh and relevant.
- Using social media tools to monitor what people are saying about the destination in general. Report on this and analyse how it can be leveraged, or what needs to be addressed by the tourism office/ municipality.

4.6 Social Media Advertising

The appointed supplier will be required to mostly run targeted advertising on digital platforms – for example, running paid YouTube adverts to a targeted audience of travellers showing travel intent signals, and then remarketing to users on the website and via other social media platforms. Therefore, the agency should be comfortable and experienced in Google and Meta Advertising.

Where the agency is required to undertake paid advertising, the agency rate per hour will be utilised to cover the service fees for content generation, campaign research, setup, implementation, and everything else required. The

advertising spend is a separate amount from the agency rate. The agency will pay all advertising fees on the applicable platform according to the agreed amount on the municipal order issued, with no additional handling fee.

The supplier must be an expert on audience targeting, to ensure the right audiences are following the pages, and content published is reaching the right audiences. The Tourism office will assist with target market, seasonality, booking windows, and other relevant targeting info but the supplier should also dig into social media and website metrics where appropriate.

A post-boosting and advert budget will be agreed to annually, based on the planning for the months and year. For example, in the lead-up to a month with a lot of long weekends and public holidays, it is expected that there will be content promoting a visit to George targeted to the domestic market, which will run in the top booking window (Tourism section will provide the booking window from live data insights). And during the long weekend or holiday, posts will be running promoting restaurants, events, and activities accessible over that time to locals and those travelling in the area. Content focussed adverts could also run to domestic travellers, using events as a hook to travel to the area, besides for holidays and long weekends.

4.7 Digital Support Services (Relating to social media)

In addition to managing social media platforms, the supplier is required to take charge of support platforms and purchases relating to social media:

Software and Licenses

It is expected that the appointed supplier has the tools of the trade to deliver on the social media requirements. Should additional software, unique to the Tourism section, be required (for example a Link Tree account), the service provider will be responsible for procuring and renewing social media software licenses annually without charging an extra handling fee.

Tourism Website and Digital Platforms

When content needs to be built on the tourism website to support a social media post or advert, the agency must be able and competent in doing so. For example, in the content plan, the agency may want to have a post '10 reasons to visit Wilderness this Summer' with a video reel showcasing spectacular experiences. However, to support the post, it is necessary to link to a longer form blog post or landing page supporting the video content where additional information about the places featured is shared, to help the viewers explore further.

The social media agency must think holistically about social media and how it integrates with the website and other digital platforms to create an overall customer journey that supports real work bookings and actions. Another example is a 3-day itinerary exploring George (longer form content on blog, with short video reel and story published to socials). Therefore, the agency is expected to setup content on the Tourism website required for applicable social media content delivery, as well as all UTM and conversion funnels etc

for Google Analytics for tracking and measurement. The agency should not think about the channels in isolation.

4.8 Third-Party Implementations and Activations

Where influencers and other content generators are appointed, the agency is expected to research, appoint, manage and monitor them in their entirety. All associated costs to pay and host the influencer will be reimbursed by the municipality as per the official order issued before the time. No mark-up is permissible on booking and hosting expenses; therefore, invoices will be requested for all billable expenses.

4.9 Tariffs and Income Generation

The municipality has paid tariffs for publishing content on its Tourism platforms, which the public can book should they meet the criteria. For example, a George-based event could book several advertisements on the Tourism platforms. The appointed agency will be responsible for implementing the scheduling of the tariff bookings in conjunction with the Tourism office and ensuring the execution of what has been booked and paid for on the relevant platforms, as a part of their monthly service. The agency should provide an advertising sheet at least once per annum with the relevant metrics for potential advertisers to view.

The George Tourism page has also been recognised as a content creator on Facebook, and therefore the page can earn Stars. Income earning features have not been enabled or utilised yet, but ideally would be, to start generating additional revenue for the section.

4.10 Reporting

A monthly report is required that looks at metrics against targets. The report should also assist the service provider in reviewing and assessing what's working and what isn't, to make improvements and tweaks as trends change. The social media strategy will outline the key metrics to track, but until it has been established, the following must be reported on in the approved format:

- Number of followers against year-to-date target (target to be agreed on).
- Number of followers against competitors
- Number of followers by location
- Monthly Reach
- Monthly Engagements
- Sentiment Analysis
- Content published for the month
- Detailed results of promoted content and advertising campaigns

The report should include a performance enhancement segment, where the agency analyses and uses the monthly metrics to review and suggest improvements to continually optimise performance.

5. ESSENTIAL LOCATION COMPONENT

It is essential that since the service provider is responsible for generating new, unique video and photography content, **they must have or establish an office/ work remotely within George Municipality.** Someone who can 'pop down the street' to capture what is taking place, rather than needing to work out a massive media schedule that takes days to resolve between the parties because they have to travel in from out-of-town.

6. AGENCY ESSENTIAL STAFF

It is essential that the service provider has their own in-house photographer, videographer, copywriting, graphic designer and content generator. It does not need to be individual people – it can be one person who does it all – but these skills are essential. This is because content needs to be generated quickly and easily, at an affordable rate, rather than outsourcing to a videography specialist who is likely to charge exorbitant rates. It must be a part of the agency's standard services to be able to generate new, original content – an essential part of what they do. The agency may use an affordable third-party if they have an agreement with them for not more than a 24-hour lead time.

Since it is expected that the agency will have the staff in-house, or contracted at a very good rate, videography, photography, graphic designer, copywriting and content generator costs will be covered by the agency rate quoted per hour. The overall skills required to generate the content must be included in the agency rate. Travel expenses for fuel can be claimed at the rate per kilometre only when travelling more than 25km from the George Visitor Information Centre.

7. MEDIA OWNERSHIP

George Municipality will own the copyright to all work produced. Any artwork, images, videos, electronic files, copywriting or other physical or electronic media (including preparatory, intermediate, and final work) produced, shall be the property of George Municipality and must be provided upon request. *It is important that when video content is generated, that the raw footage is stored and shared in a central location for the municipality to access. The Tourism section, through this contract, will build up a database of footage that may be repurposed.*

8. TERMS OF CONTRACT TERMINATION

Should work not meet the brief or be up to a high standard and professional publishing quality, or should targets consistently not be met, this will form the grounds for termination of the contract. It is important that the service provider is up to the task:

- Exceptional social media skills with a strong understanding of marketing
- Exceptional content creation.
- Exceptional results in social media advertising.

The municipality expects high quality, with target-meeting from the get-go, and encourages highly capable service providers to apply.

9. METHODS OF COMMUNICATION

Communications will take place over the usual channels such as email, We Transfer and telephone, but communications will also be required over WhatsApp.

10. PRE-QUALIFICATION EVIDENCE – COMPULSORY

THE FOLLOWING LIST OF EVIDENCE BELOW MUST BE SUPPLIED BY THE BIDDER FOR EVALUATION ON THE TENDER CLOSING DATE AS PER THE OFFICIAL BID INVITATION.

Failure to submit EVIDENCE on the closing date of the tender will render a bid non-responsive

Professional, creative, and technical capacity is required to perform the tasks assigned. The evaluators of bids received are assessing if they think your business is up to the task, and are testing your ability to deliver amazing social media pages and advertising campaigns, through the required evidence below:

NB: Any flash drives submitted must be clearly marked with the name of the service provider. The flash drive must have folders relating to each heading below, with each file contained in the folder explicitly named. Printed information and screenshots can assist with pointing to content provided on the flash drive.

10.1 Social Media Portfolio:

To check your understanding of relevant content types, branding, professional content generation where graphics speak to copywriting, as well as engagement and growth:

- **Provide a link (the link must be written in a document)** to at least 2 social media pages that you currently manage and have managed for the last year, where video content is frequently used.

- Provide the Facebook insights report for these pages for the last year (this must be the actual Facebook insights report, and not data from a third-party app).

10.2 Technical Skills: Advertising Targeting Fields

To check your technical skill, you are required to indicate very clearly the social media platforms and targeting fields that you would select to reach someone from the UK showing travel intent signals for South Africa.

Answer the following questions:

- Name which social media platforms have targeting options for travel intent signals?
- What are the targeting fields that meet this criterion on each platform mentioned?
- Provide screenshots of the applicable targeting parameters.
- Is there a way to leverage the targeting of one social media platform on another, to reach the targeted person across various touchpoints?

10.3 Sample Content Generation

- Provide 3 photos taken by your in-house staff showcasing the destination. Photos should be shot in a natural light, on a full sun day, to illustrate an optimal outdoor holiday experience in George.
- Provide 3 examples of videos produced by your in-house staff to generate advertising videos, reels, Stories and more. Videos should be shot in natural light (no dark Sepia tones), on a full sun day, to illustrate an optimal outdoor experience in George.

11. EVALUATION OF PRE-QUALIFICATION EVIDENCE

The compulsory submissions listed at point 10 will be assessed based on best practices using the rubric to follow.

No information that needs to be submitted under point 10 will be requested after the tender closing date as said information will be used for scoring purposes under point 11.

Each criterion is scored on a 1–5 scale with detailed descriptors. The minimum score to qualify for further evaluation is **80%**.

Final Evaluation Rubric: Social Media Tender

This rubric outlines the scoring criteria for evaluating submissions based on best practices. Each criterion is scored on a 1–5 scale with detailed descriptors.

Social Media Portfolio (10.1)

Evaluate the bidder’s ability to generate professional, brand-aligned content using a variety of formats, supported by audience engagement and data-backed performance over the last year.

Content Quality, Relevance and Creativity

Assesses creativity, content variety, consistency of brand identity, and the synergy between copy and visuals.

| | |
|--------------------------|---|
| <p>5 Exceptional</p> | <p>Portfolio demonstrates highly creative, visually polished, and professionally branded content. Excellent integration of graphics and copywriting, where visuals amplify key messages. Makes regular use of diverse formats (e.g., reels, carousels, Stories, live content, branded highlights). Consistent visual identity (colour palette, font use, brand tone) across all posts. Content is engaging, emotionally resonant, and audience-focused.</p> |
| <p>4 Strong</p> | <p>Content is of strong quality, generally well-designed and relevant. Demonstrates some creative variety and format use, though may lack consistency in either visual style or messaging tone. Some alignment between copy and graphics, but integration could be tighter. Portfolio shows strong effort and professional understanding.</p> |
| <p>3 Moderate</p> | <p>Content is visually serviceable but lacks originality or standout appeal. Posts may show effort in layout or imagery, but branding elements are inconsistent or underutilized. Limited use of varied formats; mostly static content or simple video without storytelling. Copywriting may feel generic or disconnected from visuals.</p> |
| <p>2 Weak</p> | <p>Content lacks brand cohesion and creativity. Mostly repetitive, low-quality visuals, or heavily templated posts. Minimal to no evidence of deliberate visual identity or messaging tone. Copywriting is underdeveloped or absent. Little variety in formats; content feels unprofessional.</p> |
| <p>1 Poor</p> | <p>Portfolio shows inconsistent, off-brand, or disorganised content. Graphics and copy appear mismatched or irrelevant. No engagement hooks, storylines, or visual appeal. Content is not relevant for the audience.</p> |

Performance

Assesses platform analytics to determine engagement and growth.

Engagement Rate (%) = (Total Engagements / Total Followers) × 100

| | |
|------------------------|---|
| <p>5 Excellent</p> | <p>Page Follower Growth: +15% to 30% over 12 months OR 1,000+ new followers (on smaller pages). Monthly Reach: 10,001+ people reached consistently</p> |
|------------------------|---|

| | |
|-----------------|---|
| | Engagement Rate: 4%+ (very strong audience interaction). |
| 4 Strong | Page Follower Growth: +8% to 15% over 12 months. Monthly Reach: 5,001–10,000 people reached. Engagement Rate: 2.5% to 3.9%. |
| 3 Average | Page Follower Growth: +3% to 7%, with some dips. Monthly Reach: 2,001–5,000. Engagement Rate: 1.5% to 2.4%. |
| 2 Limited | Page Follower Growth: 0% to +2%, or inconsistent growth. Monthly Reach: 1001- 2,000. Engagement Rate: 0.5% to 1.4%. |
| 1 Inadequate | Page Follower Growth: No growth or loss of followers. Monthly Reach: Less than 1,000. Engagement Rate: Below 0.5%. |

Accurate Advertising Targeting (10.2)

Platform Selection

Assesses knowledge of social media platforms with travel-intent targeting options specific to geolocations.

| | |
|----------------|---|
| 5 Excellent | Identifies a comprehensive set of relevant platforms (e.g., Meta/Facebook, Instagram, Google Ads/YouTube, TikTok, X/Twitter, Pinterest, LinkedIn, WhatsApp if applicable) with applicable and relevant targeting fields that would serve advertisements directly to someone in the United Kingdom showing travel intent signals specifically for South Africa . They have also indicated how cross promotion could be utilized where one platform has the required targeting options, and another platform does not, but there is a way for the platforms to ‘talk to each other’ through the use of cookies etc. Shows clarity and confidence in choosing platforms best suited to UK audiences planning travel to South Africa and cross promotion on other social media channels. |
| 4 Strong | Correctly identifies at least one platform that can be used to target someone in the United Kingdom showing travel intent signals specifically for South Africa. |
| 3 Moderate | Names one platform correctly but also suggests at least one other option which is not correct.. Demonstrates basic awareness but lacks |

| | |
|-----------------|---|
| | breadth. |
| 2 Limited | Shows a basic or general understanding of social media advertising without tying it to travel-intent signals for a traveller planning a trip to South Africa from the United Kingdom. |
| 1 Inadequate | Incorrect or no platforms identified. Demonstrates a lack of understanding of travel marketing platforms or their capabilities. |

Content Generation (10.3)

Photo Quality, Composition and Framing

| | |
|----------------|---|
| 5 Excellent | Exceptional image quality. Bright, high-resolution photos taken on a clear, full sun day. Natural lighting is well-balanced, with excellent exposure and vibrant yet true-to-life colors. Composition is strong and purposeful, with clear focal points, balanced elements, and visual depth. The photos effectively evoke the feeling of an ideal outdoor holiday in George. Suitable for immediate use in high-end marketing without editing. |
| 4 Good | Strong but slightly flawed images. Images are mostly high quality but may have minor technical issues such as slight overexposure, underexposure, or some shadowing. Composition is solid but not compelling. Colors may lack punch or feel slightly off balance. Photos clearly represent the destination and are usable with light editing. The “holiday feeling” is present but not maximized. |
| 3 Moderate | Acceptable but lacks impact. Photos are generally clear but show noticeable issues in composition or lighting. Common issues include uneven exposure, distracting elements, flat colors, or unbalanced framing (e.g., awkward cropping or horizon not level). Photos convey the destination but lack the vibrancy and emotion needed for compelling marketing. Editing would be required for marketing use. |
| 2 Low | Technically weak or poorly composed. Photos may be grainy, underexposed or overexposed, or contain irrelevant or distracting content. Composition is poorly thought out. e.g. cluttered foregrounds, unclear subject matter, poor angles. Lighting may not reflect full sun or may distort the scene. Photos do not effectively represent the destination. |
| 1 Unusable | Unfit for professional use. Images are extremely poor in quality—blurry, pixelated, dark, or incorrectly formatted. They may show irrelevant scenes, indoor shots, or lack any connection to the destination or theme. These photos fail to meet the brief and cannot be used in any professional context. |

Video Quality, Storytelling, Brand Relevance and Emotional Appeal

| | |
|---------------------|---|
| 5 Outstanding | Beautifully filmed and emotionally compelling. Videos are shot in vibrant natural light, on a full sun day, with crisp visuals, steady framing, and cinematic quality. Editing is tight and professionally executed, with smooth transitions and clear structure. Storytelling is cohesive and emotionally engaging, evoking joy, relaxation, or excitement. Brand alignment is excellent, showcasing the spirit of George's outdoor lifestyle and natural beauty. Highly shareable across platforms (e.g., reels, Stories, campaigns). Minimal or no editing required. |
| 4 Strong | Well-executed with visible potential. Videos are visually appealing and well-lit, with good editing and a clear, linear story. Emotional connection is present but may not be sustained throughout. Brand relevance is clear, though not fully optimized - some shots may lack uniqueness to George. Suitable for promotion with only minor editing or narrative tightening. A compelling entry, though not fully polished. |
| 3 Adequate | Usable but requires refinement. Videos meet technical standards and are filmed in natural light, but may suffer from flat composition, abrupt transitions, or disjointed pacing. Storytelling is present but basic, with only a mild emotional connection. Brand fit is partial - some footage could be generic or not specific to George's identity. Requires editing to improve energy, focus, and alignment with the tourism brand. |
| 2 Below Standard | Weak technical execution and limited relevance. Videos may include overexposed or underexposed sections, shaky footage, or inconsistent visual quality. Storytelling is vague or hard to follow, with little emotional pull. Brand elements are weak or missing - the destination could be anywhere. Videos require significant re-editing and likely reshooting to be promotional-ready. |
| 1 Unusable | Fails to meet brief in all areas. Videos are poorly lit (e.g., sepia or moody tones), lack structure, and contain no emotional or narrative substance. Footage is irrelevant or unrecognizable in terms of George's tourism offering. Brand disconnect is total, and the videos are not salvageable for professional marketing purposes, even with extensive editing. |

TENDER NUMBER: GMT003/24-25

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE, WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD FROM DATE OF APPOINTMENT

PRICING INSTRUCTION

Please ensure that all fields are completed. Empty fields will lead to disqualification.

| DESCRIPTION | RATE INCL. 15% VAT |
|----------------------------------|---------------------------|
| Agency Rate Per Hour | R |
| Petrol Costs – Rate Per KM | R |
| Strategy (once-off) | R |
| TOTAL PRICE INCL. 15% VAT | R |
| ANNUAL ESCALATION | % |

All content will be shot within George Municipality. Additional petrol costs will not be covered.

Rates for year one is fixed. Escalation for year 2 and 3 is permitted. The escalation may not exceed 6% annually.

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender 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 tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule/s.**

I/we agree that this offer shall remain valid for a period of **180 days** commencing from the closing date and time of this tender.

I/we further agree that:

This tender 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 tender within the period for which I/we have agreed that the tender 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 tender 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 tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; 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 tender 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 tender 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 tender 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 tender 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: _____

Tender GMT003/24-25

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender 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 tenders 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 tender 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: **M.P PHOSA**

Signature: _____

Capacity: **DIRECTOR: HUMAN SETTLEMENTS AND PLANNING**

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 |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered? | <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

| | | |
|--|-----|----|
| 1. TAX COMPLIANCE REQUIREMENTS | | |
| 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. | | |
| 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [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 |
| 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. | | |

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/adjudicating 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 ²): | |
| 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?* | YES / NO |
| 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: | |

| | | |
|------------------------|---|------------------------|
| <p>3.9 3.9.1</p> | <p>Have you been in the service of the state for the past twelve months? If so, furnish particulars.</p> | <p>YES / NO</p> |
| <p>3.10 3.10.1</p> | <p>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? 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:</p> | <p>YES / NO</p> |
| <p>3.11 3.11.1</p> | <p>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? 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:</p> | <p>YES / NO</p> |
| <p>3.12 3.12.1</p> | <p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p> | <p>YES / NO</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>YES / NO</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>YES / NO</p> |

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

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 |

¹MSCM 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.

²"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 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| BBBEE | 10 |
| SPECIFIC GOALS | 10 |
| Total points for PRICE and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific

goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR BBEE AND SPECIFIC GOALS

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

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|------------------------------------|---|---|
| 1 | 10 | 5 |
| 2 | 9 | 4.5 |
| 3 | 7 | 3 |
| 4 | 6 | 2.5 |
| 5 | 4 | 2 |
| 6 | 3 | 1.5 |
| 7 | 2 | 1 |
| 8 | 1 | 0.5 |
| Non-compliant contributor | 0 | 0 |

Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

| Locality of Tenderer's Office | Number of points (80/20 system) | Number of points (90/10 system) |
|--|---------------------------------|---------------------------------|
| Within the boundaries of George Municipality | 10 | 5 |

| | | |
|---|---|---|
| Within the boundaries of the Garden Route District Municipality | 6 | 3 |
| Within the borders of the Western Cape | 4 | 2 |
| Outside the borders of the Western Cape | 2 | 1 |

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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

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

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

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

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF

PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to specific Goals: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;

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

| | |
|--------------------------------------|-------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

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

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

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:

| | |
|----------------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration Number | |
| Enterprise Address | |

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 | Level One (135% B-BBEE procurement recognition) | |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) | |
| Less than 51% black owned | Level Four (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?</p> <p>(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>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.</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>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.</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: | | |
| Item | Question | Yes | No |
| 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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:

**TENDER NUMBER: GMT003/24-25
TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A
SOCIAL MEDIA STRATEGY AND IMPLEMENTATION PLAN TO ENSURE
PROMOTION OF THE DESTINATION ON SOCIAL MEDIA FOR GEORGE,
WILDERNESS AND UNIONDALE TOURISM, FOR A 3 (THREE-YEAR) PERIOD
FROM DATE OF APPOINTME**

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.

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 consortium³ 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 |

³ 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).

| |
|------------------------------------|
| Tender Number: GMT003/24-25 |
| Name of the Bidder: _____ |

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 residential 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 _____ 2024

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

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General Conditions of Contract

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