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INVITATION FOR BIDS	
APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND PROVIDE WEBSITE FOR MTPA FOR A PERIOD OF THREE YEARS	
BID NUMBER:	MTPA/20232024/COR/01
CLOSING DATE:	12 SEPTEMBER 2023
CLOSING TIME:	11H00
NAME OF THE BIDDER	
TOTAL BID PRICE INCLUDING VAT	R
BID DOCUMENT DELIVERY ADDRESS:	SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN, MTPA FINANCE BLOCK E, MBOMBELA, 1200
BID VALIDITY PERIOD:	90 DAYS (COMMENCING FROM THE ADVERTISEMENT DATE)
TECHNICAL RELATED QUERIES	Jabulile.Makhubela@mtpa.co.za OR Andre.VanBrakel@mtpa.co.za 013 065 0583
SCM RELATED QUERIES	Priscilla.Gwebu@mtpa.co.za 013 065 065 0689



DESCRIPTION OF THE BID	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND PROVIDE WEBSITE FOR MTPA FOR A PERIOD OF THREE YEARS
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Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders are not allowed to contact any other MTPA staff in the context of this Bid other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by MTPA if submitted in any manner other than as prescribed above.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MTPA/20232024/COR/01	CLOSING DATE:	12 SEPTEMEBR 2023	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND PROVIDE WEBSITE FOR MTPA FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



PART B TERMS AND CONDITIONS FOR BIDDING

3. BID SUBMISSION:

- 1.5. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.6. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.7. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.8. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

4. TAX COMPLIANCE REQUIREMENTS

- 2.8 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.9 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.10 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.11 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.12 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.13 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.14 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

.....
.....
.....



CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to

¹ 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.



submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- 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; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		6		
Youth		4		
Gender (Women)		5		
Disability		5		

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;



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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



1. INVITATION

The purpose of this RFP is to solicit proposals from experienced Digital Agencies to provide full- services for the Mpumalanga Tourism and Parks Agency (MTPA).

The MPUMALANGA TOURISM AND PARKS AGENCY will enter into a long-term agreement with successful bidder/s to undertake for a three year period subject to acceptable performance of the suppliers.

Criteria and terms for assessment of performance by the service provider will be developed and provided to the appointed service provider at the Inception meeting.

This document will form a part of the project documentation and will be utilized to assess the performance of the service provider at least a month prior to the anniversary date of the commencement of the contract.

The successful bidder will be requested to provide specific digital platform development and management services as specified in this RFP, based on an agreed project cost and monthly retainer rate during the contract period.

The MTPA is looking for a service provider who will be responsible for the development of a destination marketing website, tourism product database, support, maintenance, content development , digital marketing and hosting services for the current digital platform solutions including websites with related applications/portals.

Please note that the bespoke new website to be developed should be tailored made for MTPA. No open source frameworks like Wordpress, Joomla, Drupal, Laravel to be used for the development of the website. These all require plugin updates that are a security and integrity risk for MTPA when they are not maintained and open source developers write this plugins. The Sharepoint technology should not be utilised as well because we require a destination-marketing website.

All systems to be hosted and each with its own disaster recovery plan with the Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less. The systems, its contents and databases must be backed up daily and will be hosted in a tier 3 type data centre. This will include backups within the hosting environment, Dropbox, One Drive and a secondary data centre.

2. CHARACTERISTICS OF THE BIDDER

STATUS

The successful bidder shall be a full service digital agency with proven expertise in the development of website design and development for MTPA.



EXPERIENCE:

The successful bidder should epitomize strong strategic thinking in the digital space. Digital and technology must be at the core of the Agency that must have a proven track record of building online destination brands and developing award winning creative with a proven ability to convert.

Practice areas to include:

Digital strategy, technology and innovation, emerging media, analytics, mobile, social influence, marketing and research, multiple CMS exposure, tourism related online developments.

Enhance User Experience of Websites, Create an easy navigation design to house a compendium of articles, photos and videos; Develop new functionalities and innovations that can improve travelers' experience on the websites, Strengthen Digital Presence of the Websites, Increase unique website visitors and page views and reduce bounce rate and Increase Domain Authority of the Websites.

Proven track record of developing state of the art, user friendly, mobile optimized websites and other digital properties

Experience in the digital development of tourism related brands

Proven success with website commercialization and commercial online strategies. Ability to generate exceptional content. Extensive SEO experience and success rate. Past experience working on high-tech, communication, entertainment and travel brands and a significant proven track record in sourcing, developing, implementing and maintaining relevant content.

Have proven experience in the successful management of a Destination Marketing Organization account in the public and private environment.

Must have solid experience working on CMS platform

LOGISTICAL CAPACITY:

The successful bidders account manager must attend online weekly status meetings with the Marketing, Communications and IT team and monthly planning meetings with the both leisure and business tourism marketing teams. The bidder must also comprise of a full team with a clear separation of services.

3. ABOUT THE MPUMALANGA TOURISM AND PARKS AGENCY

Mpumalanga Tourism and Parks Agency is entrusted with a critical mandate of contributing towards creating an environment for sustainable employment and inclusive economic growth through tourism.



The Mpumalanga Tourism and Parks Agency further broadly carries a dual mandate: on the one hand to position Mpumalanga as a destination of choice through its marketing and promotion efforts and on the other, to promote Biodiversity conservation.

It also maintains strong ties with SA Tourism, which leads the international marketing drive and generally aligns itself without deviation to the national tourism agenda, through among other means, active participation in all national structures that seek to advance the sector agenda. One of the MPUMALANGA TOURISM AND PARKS AGENCY's foremost challenges is to sustain the province's status as a desirable destination for domestic and international tourists and a primary tourism revenue generator whilst cooperating with other provinces; particularly the ones with which it shares common borders.

VISION

Mpumalanga to be one of the most preferred tourist destinations in the world

MISSION

To be catalysts for the economic empowerment of the people of the Mpumalanga through tourism promotion programmes that will contribute to the GDP of the country/ province.

VALUES

Our values are:

- Respect and recognition for our people;
- Acting with integrity;
- Caring for our employees;
- Responsibility and the acceptance of accountability for the outcomes of our actions; and
- Pushing the boundaries of excellence in everything we do

LEGISLATIVE AND OTHER MANDATES

The Mpumalanga Tourism and Parks Agency accounts to the Executive Authority and the MEC: Economic Development Environment and Tourism.

4 THE IMPORTANCE OF TOURISM FOR THE MPUMALANGA PROVINCE

Tourism is already an important sector of the Mpumalanga economy and there is no doubt that its position could strengthen over the next planning period. Some of the main advantages of the tourism are:

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The natural and cultural attractions of the province are immediately available and could generate foreign exchange and jobs through tourism growth without time lags and major investment.

Tourism is a major job creator and a job intensive industry. It is reliant upon personalized service and hospitality and uses a variety of skill levels, ranging from managerial to semi- skilled positions.

Tourism offers many opportunities for SMME growth and development: Since tourists travel to areas and spend their money locally small businesses can offer a range of services to visitors – including from accommodation, food, transport, drinks, entertainment, etc.

The tourism dollar remains within the provincial economy. Most tourism supplies can be provided locally, which means that the tourism multiplier is large, with tourist expenditure circulating many times through the local economy.

Tourism is able to benefit rural and disadvantaged communities. Tourists are highly mobile and can travel to all areas of the country if the experience is worthwhile. More and more tourists want to experience local cultures and off-the-beaten-track places, offering economic opportunities to rural and disadvantaged communities

The majority of international visitors to the Mpumalanga are independent, self-drive tourists, in the age group 34 – 65 and mostly friends or multi- generational families with children over 18, all positively positioned towards the Mpumalanga as a possible Southern African holiday destination.

Although the Mpumalanga has shown, growth results for both domestic and international arrivals to the province it is still the least performing province within South Africa superseded by Limpopo and Kwazulu Natal. Best performing provinces for international arrivals are Gauteng followed by Limpopo and Western Cape and best domestic performing provinces are Gauteng, Limpopo and then KZN.

5. MPUMALANGA TOURISM WEBSITE BACKGROUND

The Mpumalanga Tourism website <http://www.mpumalanga.com> is the official tourism website of Mpumalanga and one of the main pillars of the Mpumalanga brand.

The website serves multiple purposes and there are various business units that are directly and indirectly involved in and dependent on the website. The current site navigation outlined below is confusing and disorganized and therefore needs to be redesigned.

5.1 Current structure

The current Mpumalanga Tourism website can be divided into main categories:

- Home page – visitor site

- Uniquely Mpumalanga
- Things to do
- Places to go
- Plan your trip
- Our provincial Parks
- Corporate Site
- Convention Bureau
- Blogs
- Get listed
- Media Site

All eleven segments operate from the Mpumalanga domain. The website is built on a bespoke Linux-Debian server running Apache, My SQL, Ajax, JavaScript, Memcached, CSS & Bootstrap, JS & JQuery & PHP platform. The content management system comprises of other several subsystems that is which housed on the website. These systems will require integration;

- Tour guide management and payment portal
- Listings, product management platform
- MTPA Intranet system
- The mobile App administered and updated from the same CMS database as the website
- The convention Bureau
- Bespoke DMS and CMS.

6. PROBLEM STATEMENT

To develop and implement an integrated digital marketing strategy across multiple platforms that will support the positioning of the Mpumalanga as a desirable domestic and international destination within Southern Africa.

The development and management of digital channels and the optimal use of digital platforms requires the expertise of an experienced digital agency with extensive experience in travel and tourism which can work closely



with MPUMALANGA TOURISM AND PARKS AGENCY, to meet its destination marketing and communications objectives.

In order to promote the destination and its products to its various target markets digitally, MPUMALANGA TOURISM AND PARKS AGENCY's (MTPA), the www.mpumalanga.com website, is used as the pivotal digital platform.

However as the digital marketing sphere is ever evolving it is necessary to take cognisance of all developments and ensure that all digital media channels, such as social media channels and various other digital channels on the Internet, such as TripAdvisor, Google, Bookings.com, Innkeeper, etc. are also used to achieve these goals.

Although some of these channels are established they would require ongoing maintenance and constant improvement whilst new channels need to be identified, developed and maintained.

Overall, destination marketing is extremely competitive in the digital environment, which itself is continuously evolving to meet increasingly demanding users' needs. Further use of the digital channels and platforms, is to promote the work that MPUMALANGA TOURISM AND PARKS AGENCY does and to encourage stakeholder engagement and the facilitation of stakeholder participation in meeting key objectives

6.1 AIM

The aim of this bid is to appoint a single full-service digital agency specializing in the services listed herewith below:

- Content development, maintenance and hosting
- New website development and search engine optimisation to be compatible with all current and any future mobile devices,
- Maintenance;
- Search Engine Optimization (SEO) optimisation
- Integration of social media content on website.
- Performance analytics
- Brand Mpumalanga tracking and performance analytics
- Blog updates and creation
- Image and video gallery development



7. OBJECTIVES

The primary objectives of the digital services, as per the 2020|2021

Marketing and Promotions' Annual Performance Plan's (APP) are to:

- ▯ Facilitate and promote the Mpumalanga as an investment, trade and tourism destination
- ▯ Establish Mpumalanga as a globally recognised, tourism competitor
- ▯ Build the destination marketing capabilities through the use of technology and social media
- ▯ Attract, engage, convert and retain visitors through owned, paid and earned digital channels on multiple platforms by 2025

The MTPA is looking for a service provider who will be responsible for the development of a destination marketing website, tourism product database, support, maintenance, content development, digital marketing and hosting services for the current digital platform solutions including websites with related applications/portals.

Please note that the bespoke new website to be developed should be tailored made for MTPA. No open source frameworks like Wordpress, Joomla, Drupal, Laravel to be used for the development of the website. These all require plugin updates that are a security and integrity risk for MTPA when they are not maintained and open source developers write this plugins. The Sharepoint technology should not be utilised as well because we require a destination-marketing website.

All systems to be hosted and each with its own disaster recovery plan with the Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less. The systems, its contents and databases must be backed up daily and will be hosted in a tier 3 type data centre. This will include backups within the hosting environment, Dropbox, One Drive and a secondary data centre.

8. SCOPE OF WORK REQUIRED

All bidder(s) are requested to include a detailed proposal of the following in their submissions.

The required scope of work includes the following deliverables for three years 2022-2025:

8.1 DEVELOPMENT OF THE WEBSITE

Visitors are looking for first hand experiences and everyday stories. Our refreshed and enhanced website must emphasise local, unique and iconic experiences that showcase what Mpumalanga has to offer that is different and unique pushing visitors out into communities and rural areas. This approach must therefore move beyond the traditional media and advertising emphasising content marketing and facilitating and strengthening the



conversations with local influencers to drive visitation through our digital platforms. It must be image-driven, emotive, immersive and absorbing not just providing information but inspiring would-be visitors.

Our social platforms must encourage real time engagement by being ever-present; listening, responding and expanding on conversations. As would-be visitors and in-destination travellers digest their information on tablets and smart phones, the new website requires a deliberate and continued responsive design that successfully keeps abreast of any future changes in the digital space and adapts to any screen size and which not only scales the headlines and text but the images, video and other media as well.

With Digital Marketing, it's easier than ever to reach a specific audience based on location, age, gender, and interests. Sending a broad message out to millions of people is not nearly as effective as sending targeted messages to smaller niche audiences. The digital strategy and website should focus on audience segments rather than one broad audience.

Content creation and content marketing must be used to gain an edge over our competitors. Online video is probably the best way to highlight all the offerings of our destination. By increasing our use of visual and written content, the website should showcase the unique offerings and attractions that make up Destination Mpumalanga.

To get our brand in front of new, potential visitors the website must be supported by a social media- advertising plan and a budget for advertising campaigns. The preferred bidder will also need to demonstrate how they will assist the MPUMALANGA TOURISM AND PARKS AGENCY to make better-educated decisions and more efficient use of analytics and data to measure the effectiveness of online marketing, advertising and campaign efforts. The digital marketing and content strategy will drive the website.

All systems to be hosted and each with its own disaster recovery plan with the Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less. The systems, its contents and databases must be backed up daily and will be hosted in a tier 3 type data centre. This will include backups within the hosting environment, Dropbox, One Drive and a secondary data centre.

The digital agency will therefore be required to:

- Continued, re-design and refresh website through the enhancement of the existing website that serves to inspire potential visitors to Mpumalanga and equip them with all the relevant information to plan their trip.
- The MTPA is built on bespoke core using PHP, MySQL, AJAX & Javascript. The content management system is tailored to the exact requirements desired by MTPA.

MTPA will not use other end user type frameworks like drupal, wordpress, joomla, laravel and Sharepoint because it cannot handle some of the bespoke integrations and tailored functions built in, as well as the



security issues around using them, example plugins with back doors written by other coders and used in our site.

- Fully integrate user-friendly CMS for Tourism trade and SMME'S products development and clear analysis of the benefits of the proposed CMS.
- Propose robust e-commerce platforms as well as strategic partnerships that will assist in driving conversion
 - Ensure seamless integration between content and e-commerce
 - Take a mobile first approach
 - Integrate display advertising functionality
 - Develop blogs, image and video content
 - SEO integration
 - Analytics integration
 - Research and testing
 - Social media integration
 - Comprehensive content migration from the current platform
- Customer Relationship Management (CRM) integration using the CMS. There should be a clear separation of services in terms of visitor related content and other website content relating to media, leisure and business trade and corporate.

PROPOSED ADDITIONS TO WEBSITE

The following categories to be included on the enhanced website by year 1: -

- Visitors Site
 - What's On Mpumalanga
 - Blog
 - EXPLORE
- Insider's Guide to Mpumalanga - Explore the Mpumalanga Regions, routes expand these sections..
- Towns to feature more with increased local stories and Neighborhood (25 Neighborhoods in Year 1)



- ▮ Video's
- ▮ Neighborhood Itineraries
- ▮ Explore on Map
- ▮ Neighborhood Highlights
- ▮ Top Neighborhood Stories
- ▮ What people are seeing - Instagram
- ▮ Where people are going - Check Ins
- ▮ Neighborhood Concierge
- ▮ GERT SIBANDE - Overview Neighborhoods' | Townships
- ▮ EHLANZENI - Overview Neighborhoods' | Townships
- ▮ NKANGALA - Overview Neighborhoods' | Townships

The Routes -Featuring their Experiences as market segments (family, adventure over 50ties)

Brand Experiences – Improve specific experiences as per Culture, Adventure, Nature)

Real Adventure

- Urban Adventures
- Festival; Events and Live Music
- Outdoor Adventures
- Kids Fun (Route Map)
- Food & Drink
- Family Experiences

Real Nature

- The Makhonjwa World Heritage Site
- The Kruger Park



- The Provincial Reserves
- Botanical Gardens
- Blyde River Canyon

Real Culture

- People of the Mpumalanga
- Museums Experiences and Route
- Liberation and Heritage Experiences and Route
- Township Experiences (Route MAP)
- Neighbourhoods

Extreme Experiences

- Golf
- Cycling
- Walking Tours
- Cycling Tours
- Hiking
- River rafting

Plan your Journey (Improve current trip planner)

- Trip Planner o Step-By- Trip Step Planner or Suggested Itineraries o Custom Trip Planning or How can we help
- Stay Another Day
- Maps
- Insider's guide - my Mpumalanga (links to the blog)
- Events calendar
- Packages



- Tour guides and operators
- Accommodation – Booking Engine partnership
- Rent a Car - Partnership
- Visitor information centres
- Travel guides
- Getting here & around

Tools & tips

- ▢ Travel Tips
- ▢ Border Crossing
- ▢ Getting from the airport
- ▢ Customs and Passports
- ▢ Facts about Mpumalanga
- ▢ Rules of the Road
- ▢ Medical & Emergency Services
- ▢ Public Holidays
- ▢ Weather
- ▢ Language
- ▢ Money and Tipping
- ▢ Travel Tools
- ▢ Currency Converter
- ▢ Conversion Tools

WHAT'S ON MPUMALANGA – EVENT GUIDE

The ultimate guide to what's on in Mpumalanga



This should be one of the key motivators to domestic and regional visitation Partnership to gig booking sites

BUSINESS EVENTS – EXPAND CURRENT TO INCLUDE MEETING PLANNERS

- WHY MPUMALANGA
- People & Culture
- Where's Mpumalanga (Links to Visitors Site)
- Itineraries
- Legacy projects

Business Sectors

HOW CAN WE HELP

- About the Mpumalanga & Conventions Bureau
- Team Mpumalanga
- Bid Assistance
- Subvention fund
- Green Meeting Support
- Customs Information
- Booking Assistance
- Tips and Planning Guide
- Tour guiding services

MEETING TOOLKIT

Stay Another Day or Pre & Post

(Or)

SERVICES

- Attendance Building



- Event Logistics
- Welcome
- Airport Desks
- Welcome Ceremonies
- Custom Microsite
- Introduction
- View Sample Site
- Request a microsite

Info Request

Request For Proposal (RFP): MPconventions@mtpa.co.za email address

Ambassador Programme

LEISURE TRAVEL TRADE - Expand current to include the following

- Mpumalanga for Groups know Mpumalanga
- Get to Know Mpumalanga
- Accommodations
- Things to do
- Itineraries
- Travel Packages
- Planning Toolkits
- South Africa Customs
- Promotional Materials; Video; Destination Guides & Promotional Material; Logo's; Images and Maps

Info Requests: info@mtpa.co.za

Partnership Opportunities

- Marketing & Sponsorship
- Campaigns and Advertising Opportunities
- Events Sponsorship (move to business events)



- Marketing Toolbox – (Airlines news, rental cars)
- Tourism trade show calendar (CRM – SMS – Newsletter)

MEDIA CENTRE – EXPAND TO INCLUDE

- Hot Topics
- Inspiration (Story Ideas)
- Familiarisation
- News and Updates
- News Releases
- Special Events
- Announcement
- Recent Mentions (Mpumalanga in the News)
- Digital Media
- Resources

CORPORATE – Expand to include the following

About Mpumalanga Tourism and Parks Agency

- Our Mission
- Our Board
- Careers
- Volunteers Opportunities
- Biodiversity conservation
- Tender CRM finance
- Permit system
- Revenue collection
- Tour guide registration system
- Privacy Policy



Industry Supports

- On line Registration Tool (Adaptable for different Events/categories media. Industry, tour guides, tour operators in relevant sections)

In the Media

- Tourism Mpumalanga Media Coverage
- Send Us Your Stories
- Story Ideas
- Media Requests

News and Events

- Mpumalanga News
- Mpumalanga Events
- Industry News

Reports

Strategic Plans

Annual Report

Quarterly Reports

BLOG - to expand to include

The blog serves as a platform for active content and is updated daily. The main categories for blog content are:

- Entertainment
- Experiences
- Lifestyle
- My Mpumalanga
- News
- Photos

- Video
- Sport
- What's On
- I Love the Mpumalanga Sho't Left should be integrated with the CMS, brand Mpumalanga.
- to be updated and included for Leisure and Business Trade
- ability to self- issue certificate
- Trade details to be added to database

Content Management (Admin Functions)

Set up of the Super and other Administration Section

- Administration rights include: change, delete or add images
- Administrators can login securely and change the content of the pages
- Super admin can add additional admin users and assign different admin rights

Administration – Updating of pages

- Online addition/ editing of news articles
- Online addition/Video posts and links
- Online addition/ add/remove of PDF's, Word documents and other documents
- Online addition/ editing of basic text
- Secure login for administrators

To include by Year 2

Mini site for key markets

- German
- French
- Italian



- Japanese
- Mandarin
- Muslim
- Portuguese
- Medical Tourism

Note:

The MTPA is built on bespoke core using PHP, MySQL, AJAX & Javascript. The content management system is tailored to the exact requirements desired by MTPA.

MTPA will not use other end user type frameworks like drupal, wordpress, joomla, laravel and Sharepoint because it cannot handle some of the bespoke integrations and tailored functions built in, as well as the security issues around using them, example plugins with back doors written by other coders and used in our site.

9. MAP DEVELOPMENT – to support the trip planner

To show new routes around the province to the public to travel, these maps as well as all other major locations are to be displayed on the website using Google Maps. The GPS coordinates are to be archived in the database and will be supplied.

The following maps are required:

- Map of Mpumalanga, displaying Markers of Towns
- Maps displaying markers of attractions and features
- Maps displaying new routes and highlighting attractions all maps are to display the distances and driving directions and including GPS readings

10. MAINTENANCE OF WEBSITE

10.1 CONTENT DEVELOPMENT and MAINTENANCE SCOPE:

- Content as identified herewith above.
- Developing and implementing content development and maintenance plan and schedule.



- Development of high quality and unique, user-centric website content incl. research, writing and sub-editing of articles, blogs, press releases about digital developments, etc.
- Sourcing of External written, video & photo content where needed.
- Producing visual content, including videos and taking photographs
- Development and maintenance of content for other digital channels and campaign sites
- Optimizing content for search engine ranking
- Maintaining and updating website content following the content maintenance plan.
- Aggregating and syndicating of content where needed, including press releases
- Using Content Management System (CMS) optimally to upload and maintain content.
- Categorising and tagging of content according to requirements.
- Providing relevant internal and external links according to guidelines and policies
- Maintenance on all existing content
- Establishing blogs and blog partnerships
- Performing required content audits
- Generating digital content at events, including photographs, video, articles, blogs, etc.
- Establish an appropriate workflow to ensure effective CMS management.
- Establishing a database of online media channels for distribution of news.
- Input into marketing, sales and communication strategies, the e-marketing strategy & relevant sub-strategies.
- Moderation and optimal use of user-generated content and word-of-mouth on website.
- Promote destination Mpumalanga and its flagship projects and signature events.



QUALITY:

- Ensuring copyright and other relevant laws and policies are complied with
- Following editorial and messaging guidelines incl. factual accuracy, consistency, inspiration, user-centricity and grammatical excellence
- Ensuring content is compelling and visually engaging
- Following SEO strategy & plan
- Ability to use analytics and implement content solutions to improve website performance
- Knowledge of Mpumalanga's tourism attractions, experiences, events and destinations as well as various target markets
- Ensuring brand integrity
- Staying on top of latest developments, best practice, user requirements, technology, research and trends with regards to content, SEO, travel and tourism, travel channels, using and sharing this information
- Awareness of competitor activities and content
- Assisting other appointed agencies where needed and working within a team environment to develop strategies and campaigns, including providing leadership on the digital front
- Meeting set objectives, deliverables and deadlines
- Timeous publication of content
- Review of content on live site post publishing
- Following relevant approval processes before go live
- Following the marketing and communication strategies, e-marketing strategy and relevant sub-strategies
- Support availability
- Client-, service-, solution-, quality- and deadline-driven
- Ability to deliver at short notice

10.1.2. WEBSITE OPTIMISATION, MAINTENANCE

SCOPE:

- Optimising the website for search engine ranking through the implementation of the SEO strategy and plan
- Producing monthly analytics reports according to the standardised digital report, including campaign statistics, interpretation of report and recommendations
- Implementing relevant tracking on website and campaign sites and other digital platforms and channels, reporting on performance and making recommendations
- Producing a quarterly report and an annual report based on the monthly reports
- Optimising the site for attraction, engagement, conversion and retention
- Maintenance of digital databases including cleaning the subscription databases and providing related statistics when needed
- Maintenance of functionality, forms and tools, including enabling various searches, registrations, subscriptions and surveys
- Maintenance of the CMS, including setting up of required reports and workflow
- Implementation and management of feeds
- Link-building
- Maintenance of relevant directories
- Review and management of relevant domains including recommendations
- Efficient management of relevant handovers
- Provision of digital technical support to other relevant agencies and on other projects, including events
- Development and maintenance of electronic maps
- Digitising collateral



- Adherence to digital policies including the privacy policy, link policy, etc. and complying with legal requirements
- Mailer and mail branding design and distribution
- Securing the site against malicious acts
- Hosting of the site and ensuring sufficient bandwidth, site uptime and backups
- Testing of new website campaigns and functionality
- General site maintenance
- Input into the marketing, sales and communication strategies, e-marketing strategy & relevant sub-strategies
- Grow unique visitors to site and improve problem areas as identified in analytics and as per set targets
- Promote destination Mpumalanga and its flagship projects, relevant event
- Assess the current website and design a website that reflects the current brand image of the Mpumalanga tourism industry
 - ❖ The website should be scalable in order for future requirements and/ or functionality.
 - ❖ The website must be able to have features such as podcasts, videos, sounds, animations /illustration interactivity, drop-down buttons ease of information uploading, editing and deletion
 - ❖ Provide details of how the website is configured, including the software used techniques utilized
 - ❖ Provide a master copy / back-up copy to MTPA, with copyright (intellectual property ownership)

QUALITY:

- Following best practice in terms of design, information architecture, navigation, and functionality, and SEO, usability and user experience
- Being innovative and compelling to ensure an impact is made
- Ability to use analytics and implement solutions to improve website performance
- Assisting other appointed agencies where needed and working within a team environment to develop strategies and campaigns, including providing leadership on the digital front
- Knowledge of MPUMALANGA TOURISM AND PARKS AGENCY and Mpumalanga's tourism attractions, experiences, events and destinations as well as various target markets

- Ability to improve, add plug-ins, and do customized development to the Expression Engine Content Management System and keeping it maintained
- Staying on top of latest developments in terms of best practice, legal compliance, user requirements, research, relevant software and coding, technology and trends with regards to Internet and websites, email, data management, content distribution, mobile, search engines and SEO, maps, conversion optimization, travel and tourism, travel channels, online booking engines, feeds, information architecture, online revenue streams, digital analytics and any other relevant area in performance of duties, using and sharing this information
- Databases are maintained
- Using a staging environment for development and testing purposes
- Web development and design that is compatible with most popular browsers
- Following relevant approval processes before go live
- Providing seamless technical integration between multiple platforms, content and data partners and agencies
- Ensuring brand integrity and following digital corporate identity guidelines
- Ensuring copyright laws and other relevant acts and policies are complied with
- Understanding of email campaigns and restrictions, rules regulations and distribution,
- Meeting set objectives, deliverables and deadlines
- • Able to use Adobe Creative Suite (Photoshop, Dreamweaver, Flash etc.) and code using HTML, HTML5, php, CSS, Divs, Java, Javascript, JQuery and W3C-compliant
- Responsive design
- Awareness of competitor activities and websites
- Ensuring all necessary digital elements and assets are received in a handover and handed over to other relevant agencies in an efficient manner
- Following the marketing, communication strategies, e-marketing and relevant sub-strategies
- Support availability
- Client-, service-, solution-, quality- and deadline-driven
- Ability to deliver at short notice

11. **DIGITAL ADVERTISING & CAMPAIGNS SCOPE:**

- Develop monthly high quality e-newsletters for leisure, business events and Corporate communication with copywriting and design aimed at driving relevant calls-to-action and meeting set objectives.
- Creative conceptualization, testing and professional execution and ongoing optimization of digital adverts, e-newsletters and campaigns per requirements.

- Development of creative briefs in conjunction with client and concept presentation to client
- Development and maintenance of copy and design for other digital channels and campaign sites.
- Developing relevant terms and conditions for marketing purposes
- Using search engine, email, social media, sms, and other relevant marketing methods to promote destination Mpumalanga and its flagship projects, events.
- Drive campaigns to grow social media followers on current (Facebook, Twitter, Instagram, TikTok, YouTube, Flickr, LinkedIn) and relevant new social media channels as per set targets
- Drive campaigns to grow website and other digital traffic (www.Mpumalanga.com) as per set targets
- Identifying platforms and channels to market and advertise on and proposing campaigns in order to achieve overall objectives

QUALITY:

- Ensuring campaigns are compelling and visually engaging
- Managing and delivering on required ROI per campaign
- Assisting other appointed agencies where needed and working within a team environment to develop strategies and campaigns, including providing leadership on the digital front
- Knowledge of MPUMALANGA TOURISM AND PARKS AGENCY and Mpumalanga's tourism attractions, experiences, events and destinations as well as various target markets
- Meeting set objectives, deliverables and deadlines
- Ensuring copyright and other relevant laws and policies are complied with
- Ability to brainstorm and come up with workable, user-centric creative concepts aimed at meeting set objectives
- Awareness of competitor activities and campaigns
- Being innovative and compelling to ensure an impact is made
- Staying on top of latest developments in terms of best practice, user requirements, consumers in target markets, research, digital marketing methods, platforms and channels, technology and trends with

regards to digital advertising and design, travel and tourism, travel channels, using and sharing this information

- Ensuring brand integrity and following digital corporate identity guidelines
- Following relevant approval processes before go live
- Following best practice in terms of design, copywriting, digital campaigns and adverts
- Following brand and messaging guidelines incl. factual accuracy, inspiration, user- centricity and grammatical excellence
- Understanding of the internet and trends, and constraints (file sizes, browser compatibility etc.)
- Understanding of email campaigns and restrictions, rules regulations, and distribution
- Ability to use analytics and implement solutions to improve digital advertising and campaign performance
- Able to use Adobe Creative Suite (Photoshop, Dreamweaver, Flash etc.) and code using HTML, HTML5, php, CSS, Divs, Java, Javascript, JQuery and W3C-compliant
- Responsive design (i.e. should work for mobile and desktop, tablets etc.)
- Following the marketing, sales, communication strategies, e-marketing strategy and relevant sub-strategies
- Support availability
- Client-, service-, solution-, quality- and deadline-driven
- Ability to deliver at short notice
- Create sign up and decline capabilities for the e-newsletters

QUALITY:

- Ability to engage with followers in real time, i.e. immediate responses to messages and queries
- Knowledge of MPUMALANGA TOURISM AND PARKS AGENCY and Mpumalanga's tourism attractions, experiences, events and destinations as well as various target market.
- Ability to develop high quality social media and mobile content e.g. following messaging and engagement guidelines, factual accuracy, grammatical excellence (unless otherwise required)

- Meeting set objectives, deliverables and deadlines
- Ensuring brand integrity
- Staying on top of latest developments, best practice, user requirements, research, technology and trends with regards to social media and online reputation management, travel and tourism, travel channels, online media, campaign analytics and standards, using and sharing this information
- Assisting other appointed agencies where needed and working within a team environment to develop strategies and campaigns, including providing leadership on the digital front
- Keeping up-to-date with the various and new social media channels, changes to those channels, and optimal use of those channels
- Being innovative and compelling to ensure an impact is made
- Timeous publication of content
- Ensuring copyright and other relevant laws and policies are complied with
- Following social media etiquette and best practice
- Following the marketing, sales, communication strategies, e-marketing strategy and relevant sub-strategies
- Ability to use analytics and implement solutions to improve social media performance
- Support availability
- Client-, service-, solution-, quality- and deadline-driven
- Ability to deliver at short notice

12. **STATISTICS AND RESEARCH REPORTING**

- Monthly website hosting and bandwidth
- Monthly website design, development & maintenance as required
- A standardised monthly digital report, quarterly reports, campaign reports and an annual digital report
- Track user activity on the website (e.g. general enquiries, viral campaigns, competitions, opinion polls)



The report should include the number of visitors, page views, sessions, bounce , search words and statistics according to search words amongst others.

- Marketing campaigns
- Archive statistics for full duration of contract

13. **FINANCE AND ACCOUNTING REQUIREMENTS**

Based on the agreed rate, the selected bidder(s) and the MPUMALANGA TOURISM AND PARKS AGENCY will agree on the following:

- Monthly retainer cost for the maintenance and support of the current website
- Total project cost for the re-development of the website
- Monthly retainer cost to replace the previous agreement for the maintenance and support of the new website post completion of the project

14. **EVALUATION CRITERIA**

Criteria	Points Allocated
<p>Attach signed and dated Appointment letters OR a list of contactable references within the last three (3) years on the client's letter head of Previous or current work in Website design and development using strictly CMS</p> <p>The references must contain the following information</p> <ul style="list-style-type: none"> • Name of the organization and contact person • Description of the services provided • Contact details (telephone and email address) 	30
<p>Full-Service Digital Communications and Technology Developing Agency</p> <p>Similar Projects Handled in last 3 years 10 points Contract cost of completed projects in the last 3 years 5 Points At least 4 web design and development projects 5 points</p>	10
<p>Skills and Resources – Attach CVs of members of the project team</p> <p>A degree in Graphic Design, Web Development and or IT/ITC/ Multimedia Visual</p>	25

Arts or Equivalent with a minimum of 5 years' experience (25 points)	
A diploma in Graphic Design, Web Development and or IT/ITC/ Multimedia Visual Arts or Equivalent with a minimum of 3 years' experience (20 points)	
Samples – Copies of currently-live Demo websites developed or a link to the demo websites	15
Project Approach – minimum 5 page narrative description of project approach/plan, including design, timelines/phases of delivery, possibly including aesthetic inputs and creativity, etc.	20
TOTAL POINTS	100

NOTE: A bidder/s that score less than 70-Points in respect of functionality, or submits solutions that are not according to requirements will be regarded as submitting a non-responsive bid and will be disqualified

Price: 80%

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

Where:

P_s = points scored for competitive price of bid under consideration

P_t = comparative price of bid under consideration

P_{\min} = comparative price of lowest acceptable bid

Preference points (20) will allocated utilizing the below specific goals;

SPECIFIC GOALS	POINTS ALLOCATED
Historically disadvantaged by unfair discrimination on the basis of race,	6
Gender (Women)	5



Disability	5
Youth	4

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

15. Invoices

- Payments will be made against the deliverables and milestones in the approved plan of work.
- Invoices must indicate the task and/or output and should include a short description of work done referring to any relevant reports. A Cost Estimate of every area of work must be signed off prior to commencement of work
- No up-front payments will be made. Government pays for work completed to the satisfaction of the Entity within 30 days of submission of invoice.
- A list of invoices to be submitted must be included in the draft plan of work, and should be related to tangible outputs as mentioned above.
- The client reserves the right to commission only portions of the work and this can only take place with the approval of the project steering committee.

16. PROJECT COSTING /PRICING SCHEDULE

ITEM (A)	COST
Design & Development of Website	

ITEM (B)	Cost Year 1	Cost Year 2	Cost Year 3	Cost Year 4	Cost Year 5
Cost per hour for maintenance services as described EXCL VAT (use 20 hours per month)	R	R	R	R	R
Total cost for 5 YEARS EXCL VAT	R				
Total cost for 5 YEARS INCL VAT	R				

TOTAL BID PRICE EXCL VAT (A+ B)	
TOTAL BID PRICE INCL VAT	

17. MINIMUM REQUIREMENTS

Mandatory Requirements: **Please note that failure to meet the requirements or to lodge the following documentation and /or proof thereof will lead to an immediate disqualification:**

- Original, valid tax clearance certificate from South African Revenue Services for the service provider
- Full contact details of the service provider
- Proof of company registration documents and certified ID copies for directors/shareholders

Including the Following:

- Signed JV agreements for Joint Venture companies
- All pages in tender documents must be initialed and signed**



18. Detailed price proposal

The price proposal of the service provider must set out detailed costs for the various identified aspects of the bid proposal as follows with scope as discussed above and for the full 3-year period, inclusive of VAT:

It should further be noted that this contract will be awarded as a fixed price contract with provision for part payment against deliverables. However, in order to allow for comparative evaluation the proposal must include unit costs for activities to be carried out as identified as key deliverables by the appointed service provider.

The price proposal must be completed in the attached Price Proposal Excel Workbook. The agency rate card must also be attached.

The proposal must also include a table of persons allocated to the assignment (and where possible to each task), and hourly rates to be charged per person. Failure to include this in the proposal will lead to disqualification.

19. Rules of bidding

The rules of bidding for this assignment are as follows:

- a) The service provider must be a single legal entity with all other necessary expertise secured.
- b) Original tax clearance certificates dated within 6 months of the closing date of this bid must be submitted by all firms or individual consultants submitting bids as part of a consortium or joint venture.
- c) Bids must be submitted on fixed price basis and in compliance with Section 12
- d) The costs of preparing proposals and of negotiating the contract will not be reimbursed.
- e) The client reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- f) The client reserves the right to call interviews with short-listed bidders before final selection.
- g) The client is not bound to accept any of the proposals submitted, and reserves the right to call for best and final offers from short-listed bidders before final selection.
- h) The client reserves the right to negotiate price with the preferred bidder.
- i) Service providers may ask for clarification on these terms of reference or any of its annexures up to close of business 48 hours before the deadline for the submission of the bids. Any request for clarification must

be submitted by email to Priscilla Gwebu@mtpa.co.za and Jabulile.Makhubela@mtpa.co.za or Andre.VanBrakel@mtpa.co.za

- j) Service providers may not contact the client on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid compensation or bid award decision in any manner, may result in rejection of the bid concerned.
- k) The service provider must complete all documents supplied with this terms of reference, identified as "Mpumalanga Provincial Government, Government Procurement, and General Conditions of Contract"
- l) Bidders must comply with government supply chain management requirements and administrative requirements of the client

20. References

The following documents which can be accessed from our offices provide pertinent areas of data and strategy should be based on strategic targets as set out within the broader Mpumalanga Economic Development and Growth Strategy (MGS):

- Mpumalanga Economic Growth and Development Strategy
- Mpumalanga Tourism Marketing Strategy
- Mpumalanga Tourism and Parks Agency Strategic Plan

21. Proposal submissions

The deadline for all submissions is 12 SEPTEMBER 2023 at 11:00am. Completed tender documents must be hand delivered to:

The Mpumalanga Tourism and Parks Agency Tender Box

N4 National Road, Halls Gateway, Mataffin, MBOMBELA



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>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.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>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.</p> |

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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 - 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.
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 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>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.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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