

INVITATION FOR BIDS

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP , PROVIDE WEBSITE AND REVENUE COLLECTION SYSTEM FOR MTPA FOR A PERIOD OF THREE YEARS

BID NUMBER:	MTPA/20252026/COR/01
CLOSING DATE:	06 FEBRUARY 2026
CLOSING TIME:	11H00 AM
NAME OF THE BIDDER	
TENDER LEVY	R200.00
TOTAL BID PRICE INCLUDING VAT	
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	<u>lfrah@mtpa.co.za</u> or <u>Jabulile.Makhubela@mtpa.co.za</u> 013 065 0586

SCM RELATED QUERIES	<u>Noxolo.Mgwenya@mtpa.co.za</u> 013 065 065 0873
DESCRIPTION OF THE BID	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP , PROVIDE WEBSITE AND REVENUE COLLECTION SYSTEM FOR MTPA FOR A PERIOD OF THREE YEARS

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 the 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/20252026/COR/01	CLOSING DATE:	06 February 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP , PROVIDE WEBSITE AND REVENUE COLLECTION SYSTEM FOR MTPA FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MTPA FINANCE BLOCK E MBOMBELA, 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Noxolo Mgwenya		CONTACT PERSON	Ms Ifrah Bulter	
TELEPHONE NUMBER	013 065 0873		TELEPHONE NUMBER	013 065 0586	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Noxolo.Mgwenya@mtpa.oc.za		E-MAIL ADDRESS	Ifrah@mtpa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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]
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

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐

NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐

NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 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:

- 3.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 3.2 **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 3.3 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.
- 3.4 **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

4. TAX COMPLIANCE REQUIREMENTS

- 4.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 4.2 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.
- 4.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
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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:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

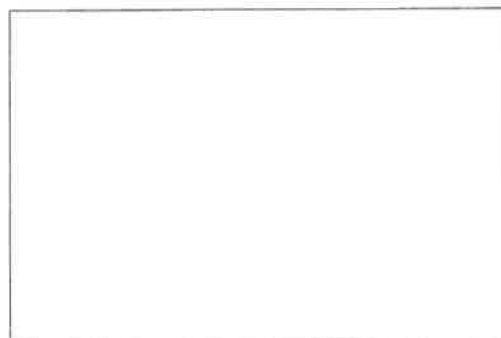
- I confirm that I am duly authorised to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

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 five-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 e-commerce site as specified in this RFP, based on an agreed project cost and monthly hosting retainer fee during the contract period.

The MTPA seeks to appoint a service provider to design and develop a **comprehensive destination marketing website** that will incorporate the following features:

- A tourism trade product database
- A tour guide registration database
- An e-commerce platform integrated with a global distribution system (revenue collection; **Annexure A**)
- Content creation and management
- Digital marketing services
- Ongoing support, maintenance, and hosting of the website and its related applications/portals

The MTPA is looking for a service provider who will be responsible for the development of a destination marketing website, integrated e-commerce site , tourism product database, tour guide registration database, content development , digital marketing , support, maintenance and hosting services for the 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 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.

Bidder to demonstrate abilities to:

- 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 status meetings when is required or as agreed by both parties on the project implementation plan with the Marketing, Communications and IT team and monthly planning meetings with both the 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

The Mpumalanga Tourism and Parks Agency (MTPA) 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

Establish Mpumalanga as a world-class tourism and wildlife economy

MISSION

Grow tourism and manage biodiversity to stimulate sustainable economic growth and create employment.

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:

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.

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 is divided into main categories:

- Home page – visitor site
- Uniquely Mpumalanga
- Things to do
- Places to go
- Plan your trip
- Our provincial Parks
- Corporate Site
- Blogs
- Get listed
- Media Site

All ten 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 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. AREA OF FOCUS

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.

To develop **e-commerce** sites with integrated global distribution system for revenue collection in our MTPA Parks.

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,
- 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 objective of the website is to serve as a **comprehensive digital platform** that positions Mpumalanga as a leading tourist destination. Through technology, social media, and global distribution systems, the website will:

- **Promote Mpumalanga globally** as a competitive tourism destination.
- **Enhance destination marketing capabilities** by leveraging digital tools and platforms.
- **Engage, convert, and retain visitors** by providing seamless access to information, bookings, and promotional content across multiple digital channels for revenue collection.

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 3 years 2026-2029. The preferred contract period is three (3) years, with the possibility of a further two (2) year renewal or extension based on satisfactory performance.

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.

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.

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.
- 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.

8.2 PROPOSED ADDITIONS TO THE WEBSITE

8.2.1 NEIGHBORHOOD HIGHLIGHTS

- **Gert Sibande District:** Overview Neighborhoods' | Townships
- **Ehlanzeni District:** Overview Neighborhoods' | Townships
- **Nkangala District:** Overview Neighborhoods' | Townships

8.2.2 WILDLIFE

- Andover Nature Reserve
- Barberton Nature Reserve
- Blyde River Canyon Nature Reserve
- Kruger National Park
- Loskop Dam Nature Reserve
- Mahushe Shongwe Nature Reserve
- Manyeleti Nature Reserve
- Mkhombo Dam Nature Reserve
- Mthethomusha Nature Reserve
- Nooitgedacht Dam Nature Reserve
- Ohrigstad Dam Nature Reserve
- Songimvelo Nature Reserve and Komdraai Camp
- SS Skosana Nature Reserve
- Verloren Vallei Nature Reserve

8.2.3 CULTURE AND HERITAGE

- Arts and Crafts
- Barberton Makhonjwa Mountains World Heritage Site
- Cultural Villages
- Liberation Heritage Route
- Pilgrim's Rest
- Samora Machel Monument

8.2.4 SCENIC BEAUTY

- Panorama route

8.2.5 ADVENTURE AND OUTDOOR ACTIVITIES

- Hiking and Mountain Biking
- White-Water River Rafting
- Fly fishing
- Aerial Cable Trail

- Hot Air Ballooning
- Sports Tourism
- Sudwala Caves

8.3 BUSINESS TOURISM

Highlight Incentive Activities:

Highlight the distinctive experiences that Mpumalanga has to offer, including cultural tours, adventure activities, and safaris. Develop itineraries that seamlessly integrate business and leisure activities, providing delegates with an unforgettable experience.

Agencies and Event Planners:

Collaborate with event planning companies and MICE agencies to elevate Mpumalanga as an ideal destination for business events. Provide incentives and commission structures to agents who generate business for the region.

Corporate Collaborations:

Collaborate with corporations to provide customised packages for incentive trips, conferences, and company retreats. Establish long-term partnerships with organizations that are in search of consistent MICE destinations.

8.4 GENERIC INFORMATION

- Accommodation
- Car rentals
- Tour guiding services
- Tour operators
- Weather
- Visitor information centers

8.5 CORPORATE (Expand to include the following)

- About Mpumalanga Tourism and Parks Agency
- Our Mission
- Our Board
- Our Executive Management
- Careers
- Tourism
- Biodiversity Conservation
- Commercial Operations
- Tender CRM finance
- Permit system
- Revenue collection
- Tour guide registration system
- Privacy Policy

9. MAINTENANCE OF WEBSITE

9.1 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
- 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.

9.1.2. 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)

10. DIGITAL ADVERTISING & CAMPAIGNS SCOPE:

- Develop monthly high quality e-newsletters for leisure, business events and Corporate Communications 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.

11. E-COMMERCE SITE DEVELOPMENT

11.1. ANNEXURE A

E-COMMERCE SITE SPECIFICATION

The objective of the e-commerce site solution is to collect revenue for the MTPA via the Global Distribution System which should have the following capabilities:

- Proper receipting, reporting, and reconciliation of all funds collected.
- Enhance compliance with relevant financial regulations and internal control procedures.
- Improve the efficiency and security of revenue collection processes, including the use of digital platforms.
- Manage inventory and activities
- Maximise revenue collection

REQUIREMENT OVERVIEW

The MTPA is in need of a solution(s) that will enable the organization to effectively manage all its facilities, ensuring optimization of income generation for conservation, through enhanced functionality, management control, and access to improved information for strategic planning and marketing purposes. It is therefore imperative that the Provider must have experience with conservation agencies of similar nature.

Currently a manual system is implemented. The information is outdated and difficult to use and no system standardization occurs between the various facilities of the MTPA.

A solution is thus sought in order to provide management with the ability to effectively manage and control the online booking processes and provide access to financial and statistical information relating to the venue(s).

In order to optimize revenue, it is desired that the tourists, and the MTPA reservations team are able to make online reservation at any MTPA facilities and are also able to view availability, pricing and configuration of specific venues around the province.

In addition, appoint of sale solution is required in order to manage the sales of food and beverages and goods from the facilities various outlets, including the function venues, remote bush locations, curio shops, restaurants and bars. Successful implementation of the pilot site may result in additional implementations within a variety of outlets across MTPA's various Parks.

The successful bidder will seek to address the need for a solution that:

- Integrates e-commerce site, Point-of-Sales and Stock control and Conference and Banqueting Management.
- Is preferably a comprehensive solution operated by one supplier, with the emphasis on a single supplier agreement.
- Is easily utilized by low-level staff and would always enable management control. System must be user friendly and initial training must be provided. The implementation hand over should include user instruction/training manuals.
- Would require much support with the possibility of a main user at the MTPA Head Office that can for example add, change and delete tables carrying the source data. For example, if a new type of accommodation needs to be added only add a code to the table with the relevant description and this code will then be available to all implemented sites. Data integrity throughout will be imperative.
- Would facilitate small customizations to the system, within a reasonable period and cost. All customizations must be approved by the MTPA before any changes is made.

If successful, the solution provided must be implemented at the pilot site – MANYELETI NATURE RESERVE– as a first phase. The solution provided and implemented at the pilot site must be scalable, to enable the implementation of additional sites, as well as the possibly additional modules and integration requirements. Further facilities to be implemented are indicated below (please note that the facilities indicated are in no specific order of implementation):

The facilities information is to be configured with the following information as a minimum as follows.

RESERVE	FACILITIES	STATUS
MANYELETI NATURE RESERVE	Manyeleti chalets Manyeleti picnic site Dormitories.	58 sleeper chalets, 160 sleeper dormitories, and picnic site maintained by MTPA.
BLYDE RIVER CANYON	Natural Bridge Pinnacle God's Window Wonder View Bourkes Luck Potholes Lowveld View Three Rondawels Blyde Huts Belvedere and Groendak guest houses	All view sites currently maintained by MTPA. That includes cleaning of ablutions and clearing bushes, gate taking and security management.
OHRIGSTAD NATURE RESERVE	Ohrigstad Camping Site Ohrigstad guest house	Camping site operational and maintained by MTPA, 6 sleeper guesthouses
ANDOVER NATURE RESERVE	Andover chalets Andover Camping Site Andover picnic site.	10 sleeper chalets, camping site, and picnic site currently maintained by MTPA under the supervision of the reserve manager.

RESERVE	FACILITIES	STATUS
MAHUSHE SHONGWE NATURE RESERVE	Mahushe Picnic Site Tented camp	The picnic site is maintained by the MTPA
BARBERTON NATURE RESERVE	Barberton Picnic Site	Maintenance of the picnic site is done by the MTPA.
MTHETHOMUSHA NATURE RESERVE	Mthethomusha Picnic Site	Picnic site
SONGIMVELO NATURE RESERVE	Songimvelo Picnic Site Kromdraai camp	Picnic site managed and maintained by MTPA, major upgrades done at Kromdraai camp. Entrance fees charged
NOOITGEDACHT NATURE RESERVE	Nooitgedacht Camping Site	Camping site managed and maintained by MTPA.
STERKSPRUIT NATURE RESERVE	Sterkspruit Guest House/Rooikat	The 8-sleeper guest house is managed and maintained by the MTPA.
VERLOREN VALEI NATURE RESERVE	Verloren Valei Picnic Site	Maintenance of the picnic site done by the MTPA
LOSKOP DAM NATURE RESERVE	Loskop Huts Fish Eagle Hut Crocodile Hut Hippo Hut Loskop picnic site	The huts are under renovations. Entrance fee charged
S.S. SKOSANA NATURE RESERVE	C.N. Mahlangu Lodge S.S. Skosana picnic site	The 32-sleeper lodge is managed and maintained by the MTPA
MDALA NATURE RESERVE	Mkholwane	The 12-sleeper lodge is managed and maintained by the MTPA
MKHOMBO DAM NATURE RESERVE	Picnic Site	Picnic site is maintained by the MTPA

Please note that all the nature reserves charge entrance fees and conservation levy.

The implementation and stabilisation of the project at the pilot site should occur over a period of approximately 3 months from the date of notification to the successful tenderer.

Specific functionality required for effective management of a facility would include but not be limited to the following:

- Reservations Management with emphasis on Group Bookings, Discounting, Allocations / Allotments
- Conference and Banqueting Management
- Activity Management
- Point-of-Sales
- Stock / Inventory Control

- Park Access (Gate control)

If successful, the solution implemented would be the preferred solution for implementation at MTPA's other facilities and conference venues and must be scalable, in order to enable the implementation of additional sites, as well as possibly additional modules and integration requirements.

The system that is developed should be able to integrate into other systems. This will allow for the MTPA to assess the effectiveness of the systems whilst it is still pilot.

11.2.THE IMPLEMENTATION OF THE WEBSITE

The website development project will be executed in three distinct phases, with each phase allocated a specific budget to ensure effective resource management.

11.2.1 PHASE 1: (Year 1) Website Development

This initial phase focuses on laying the groundwork for the website.

- a) **Project Definition:** Define the scope, objectives, and target audience for the website, ensuring alignment with stakeholders' expectations.
- b) **Website Planning:** Develop a comprehensive plan that outlines the site's architecture, including sitemap creation, user experience (UX) design considerations, and overall navigation flow.
- c) **Website Development:** Utilize appropriate technologies and frameworks to construct the website. This will involve front-end and back-end development, ensuring responsiveness across devices.
- d) **Content Creation:** Produce high-quality, engaging content tailored to the target audience. This includes text, images, and multimedia elements that resonate with users and enhance the overall user experience.
- e) **Testing, Launch, and Maintenance:** Conduct thorough testing to identify and resolve any issues. After a successful launch, implement ongoing maintenance strategies to ensure optimal performance, security, and user support.

11.2.2 PHASE 2:(Year 2) Development of the Tour Guide Registration System

This phase will focus on creating administrative functionalities essential for managing tour guides and related tourism products.

- a) **Development of Tour Guide Registration System:** Build a user-friendly platform for tour guides to register and manage their profiles. The system will include verification processes to ensure the authenticity and quality of service.

- b) **Tourism Product Database:** Create a comprehensive database that catalogues various tourism products and services offered by registered guides. This will enable seamless access for users looking for specific tours and experiences.
- c) **Implementation:** Launch the tour guide registration system and the database, ensuring that both components are fully integrated with the main website for a cohesive user experience.

11.2.3 PHASE 3: (Year 3) E-commerce Global Distribution System Year 3

In the final phase, we will introduce an e-commerce component to facilitate online transactions.

- a) **Design and Integration of E-commerce Features:** Develop functionalities that allow users to book tours and purchase related products directly through the website.
- b) **Payment Processing Solutions:** Implement secure payment gateways that support various payment methods, providing users with a safe and convenient purchasing experience.
- c) **Maintenance and Monitoring**

11.3. BRIEFING SESSION INFORMATION

Purpose of the Briefing Session

The purpose of this briefing session is to guide interested service providers through the technical and functional requirements of the Website Development Tender.

The session will ensure that bidders clearly understand the project scope, compliance requirements, evaluation process, and submission procedures. It also provides an opportunity for bidders to ask questions and seek clarifications.

Briefing Session Details

Type of Briefing:

☒ Compulsory

Date: 21 January 2026

Time: 10 am -12 pm

Virtual Meeting Link:

To facilitate access, the link will be requested from Ms Noxolo Mgwenya Noxolo.Mgwenya@mtpa.co.za. All interested parties can join the briefing session

Duration: Approximately 2 hours

Agenda for the Session

The following will be discussed:

Introduction & Background

- Overview of MTPA's mandate and digital communication objectives
- Current challenges with the existing website

Website Implementation phases

- Phase 1
- Phase 2
- Phase 3

Questions and Clarifications

Required Documents for Briefing Session

Bidders are advised to have:

- A copy of the issued tender document
- Any questions or clarification points
- Company profile for reference (optional)

Deadline for Written Questions

All queries after the briefing session must be submitted via email.

Closing Date for Questions: 02 February 2026

Email for technical enquiries: lfrah@mtpa.co.za and jabulile.makhubela@mtpa.co.za

Email for SCM related enquiries: Noxolo.Mgwenya@mtpa.co.za

Attendance Register

All bidders are invited to participate in the upcoming virtual briefing session, which is essential for the bidding process. Attendance will be recorded in the virtual meeting log for documentation purposes. Only service providers who participate in this session will be eligible to submit bids.

NB Attendance at the briefing for the website tender is mandatory. During this session, the MTPA will provide a comprehensive overview of the specific requirements and expectations for the project, ensuring that all participants have a clear understanding of what we are seeking.

Technical Questions

SECTION A – e-commerce SITE, CONFERENCE & BANQUETING MANAGEMENT SYSTEM(S) REQUIREMENTS

A.1	THE TECHNOLOGY
1.1	Is your solution an integrated E-commerce site, Conference and Banqueting and point-of-sale and Stock Control Solution, modular or comprised of multiple different solutions? Explain.
1.2	Can the system be run centrally, or must a server be located at each site?
1.2.1	If hosted centrally is your system Client-Server based (LAN/Cloud) or Web-based? (If Client-Server based, can the solution be hosted at MTPA's Head Office or must be hosted at your internet service provider.
1.2.2	If hosted centrally, does your system support either a Citrix or Terminal Service environment, both or other?
1.2.3	If web-based, how would the users connect within the MTPA's Network, and outside the network for enhanced security? E.g. if external, would you recommend via VPN with fixed IP addresses or secure web interface?
1.3	Provide minimum Network Requirements for effectively running the system (LAN or supposing a centrally hosted solution across the WAN)
1.4	Provide minimum Hardware Requirements (Per Server)
1.5	Does your system require bespoke hardware, specific to your solution
1.6	Provide minimum Hardware Requirements (Per PC) Mention any specific requirements e.g. Touch Screen, and if can operate on normal PC's, or require specific hardware. Include hardware network connections etc..
1.7	Does your system require a PC or can it also be used on a Dumb Terminal
1.8	What operating system does the system require? Windows or Linux and which version?
1.9	Is the system compatible with our current servers running Win server 2019
1.10	Is your software 64 Bit compliant?
1.11	Can your system operate successfully over very slow networks, as remote sites have very poor connectivity?
1.12	What programming language, and version thereof, has the software been developed in?
1.13	How long has your company being supplying solutions to the hospitality industry?
1.14	Where does your system development take place?
1.15	Does your solution(s) operate internationally (outside of South Africa), and if so where
1.16	When was your solution first developed, thus how long has it been available in the market?
1.17	How often do you release new versions/build of software? (Frequency)
1.18	When was your most recent version launched and what is the version number?
1.19	What is the approximate size of new build release?
1.20	Should MTPA 's requires any system modifications/customizations, in order to operate within our environment, how easy would it be to scope and implement within your system? Provide approximate turnaround time or further information
1.21	Is there any (non-license) limitation with regards to number of concurrent users per system or server? If so, explain

1.22	Is the build release process centralised, a remote installation or can on-site installation process?
1.23	If installation to individual PC's does installation need to take place at the same time on all installed PC's prior to taking the new build live, or can different version be live at the same time?
1.24	What type of database is used (e.g. MySQL, SQL...)
1.25	Approximate database size per system instance?
1.26	What additional 3 rd party software will be supplied and installed for your solution to operate (e.g. Microsoft, Active X, Net) and additional licenses are required?
1.27	Is System downtime required every night (End-of-Day) and if so for how long?
1.28	What is your backup requirement?
1.29	Can you run daily or weekly remote backups, or are the data packages too large?
1.30	How do you guarantee data security and the protection of our client's information?
1.31	Should your system(s) be implemented, would MTPA's DBA and Reservations Manager(s) be allowed to manage the quality of our data, thus be given access to the Database(s)?
1.32	Does your system comply to any ISO or other standards e.g. ISO 9000
1.33	Is your system PCI compliant?
1.34	How easy is it setup and use various printers, Centralized and PC specific or printed types e.g. Thermal, Laser, and reroute printing when one printer is down?
1.35	Should your system(s) be implemented, would MTPA's DBA and Reservations Manager(s) be allowed to manage the quality of our data, thus be given access to the Database(s)?
1.36	Provide high-level architecture schematics of the solution (not ERD)
A.2	SUPPORT
2.1	Does the system provide on-line files? And if so, how often are these updated?
2.2	Is support available 24/7//365 or during specific hours only?
2.3	What is the average number of support hours anticipated per month based on a5-10 user site environment?
2.4	Type of support included in Monthly Support Fees?
2.5	Type of support excluded from Monthly Support Fees?
2.6	How do you provide support to your clients, thus what methods do you use, and in which cases e.g. telephonic, dialup, on-site?
2.7	Where all do have branches/office from which offer support to your clients
2.8	How big are your installation, support and training department(s)?
A.3	INTERGRATION BETWEEN SYSTEMS
3.1	Do all points of integration comply with Open Travel Alliance (OTA) Standards, where applicable
3.2	Does your system provide E-commerce site in one system, separately or no central reservations at all
3.3	Do you integrate with any other E-commerce site?
3.3.1	If yes, which systems do you integrate to and is it real-time or not?
3.4	Do you integrate with any other E-commerce site system(s)?
3.4.1	If yes, which systems do you integrate to and is it real-time or not?
3.5	Does the system provide integration for Online Web Bookings?

3.6	Does the system integrate to any Global Distribution Systems (GDS) or Alternative Distribution Systems (ADS), booking portals, online booking systems or travel aggregators? If so to which systems, do you integrate, and what would be the costs of promoting our inventory on these sites be?
3.7	Does the system integrate to external Conference and Banqueting Management packages? If so, which ones.
3.8	Does the system integrate to Television Management Systems? If so, which ones.
3.9	Does the system integrate to Key Card/Door Locking Systems? If so, which ones.
3.10	Does the system integrate to Point-of-Sales (POS) and Stock Control Systems? If so, which ones.
3.11	Does the system integrate to Accounting Systems? If so, which ones.
3.12	Does the system integrate to MS Dynamics GP with integration on Sales, Purchasing, Project Management and Inventory Management?
3.13	Does the system integrate to e-mail for direct sending of client correspondence and/or reports. (E.g. Exchange)? If yes, provide details such as can you add attachments, how automated is the process, etc.
3.14	Does the system integrate to any payment gateways for direct debit and credit card payments (e.g. Nomad)? If yes, which ones.
3.15	Does the system integrate directly to any banks, for direct EFT payments? If so, which banks?
3.16	Do you have any other financial integration points e.g. PayPal, NFC, etc? If so which ones.
3.17	Does the system integrate to any client Relationship Management (CRM) Packages? If so, which ones.
3.18	Does the system integrate to any Loyalty Management Systems? If so, which ones.
3.19	Does the system integrate to Telephony/Contact Management? If so, which ones.
3.20	Does the system integrate to SMS for sending of marketing or automated client related smses e.g. Payment received, welcome on arrival, etc.
3.21	Does the system integrate to any Access Management Systems, e.g. managing gate access? If so, which ones
3.22	MTPA will be centralising certain system setups, that might be applicable to various systems, into a SOA environment and might need certain integration e.g. Active Directory, Rates etc. Does your system accommodate this at present? Explain.
3.23	What method of integration is used for integration to other systems (e.g. web services, socket connection, data file dumps)
A.4	SYSTEM SETUPS AND LOGS
4.1	Provide examples of the system parameters, user group and user right complexity within your system.
4.2	Does the system allow for viewing versus transacting rights?
4.3	How easy is it to setup and manage rates within the system?
4.4	System Log, Audit Trail, User History - Are all data changes, client interactions, transactions and queries / user functions tracked in the system with the ability to see exactly who has done what, when?
4.5	Does your system have a client archiving functionality? Explain.
4.6	Does your system have a reservation archiving functionality? Explain.
4.7	Can a client be set as inactive <u>without losing</u> all their booking records e.g. after death?

4.8	Does your system have client merge functionality? Explain.
4.9	Can users have multiple client records or screens open at one time e.g. one client on phone whilst addressing an email for another client? (If not, can multiple sessions of the same system be run by one user concurrently?)
4.10	Can Room Allocation be managed e.g. Last let rooms, balanced frequency of use?
4.11	Does the system enable automatic room allocation (global, group specific, room types etc.?)
A.5	RESERVATION AND IN HOUSE FUNCTIONALITY
5.1	Does the system enable the use of Client Types and Client Codes when making a booking?
5.2	How flexible is the systems search functionality?
5.3	Does the system enable a global view of all properties availability or per property (if multi-property at one location or globally for CRM)
5.4	Does the system enable the comprehensive management of provisional and confirmed reservations? Are there any other reservation types catered for, e.g. Quotes / On hold reservations?
5.6	Are bookings enabled by Room or Room Type
5.7	Can differently deposit rules be setup by Client Type?
5.8	How many different deposits per booking may be setup on the system?
5.9	Are Deposit Rules automated with dynamic ability to manually modify per client based on user rights? Or what is the deposit flexibility and restriction?
5.10	Does the system enable auto-cancellation of bookings based on parameters (e.g. where no payment has been received, where less than % payment has been received, etc.?)
5.11	If Auto cancellation is enabled, does the system store the client's credit for future use, and how would it do this?
5.12	Do you provide comprehensive Guest History (enabling the accessing of client booking information as well as invoicing)
5.13	Does the system enable Group Bookings and the relevant Master Accounts / Group Folios?
5.14	Does the system enable user messaging, e.g. between supervisors and staff and reminders?
5.15	Does the system enable remote supervisor override e.g. on Discounting and Rate Overrides?
5.16	How easy is to block and unblock / re-allocate group bookings rooms?
5.17	Does the system enable multiple properties to be reserved on one booking?
5.18	Does the system enable staggered visits within Group Bookings? (Non-concurrent itineraries)
5.19	Does the system enable individual and group check-in / checkout
5.20	Does the system enable the setting up and management of allocations / allotments?
5.21	Does the system enable client type and client specific discounting?
5.22	Does the system enable booking specific discounting (prior to and post arrival) with the insertion of cost centres to be addressed.
5.23	Does the system enable the setting up and selling of Packages and Specials e.g. Midweek Breaks, which include accommodation, activities, certain meals and all applicable revenue distribution?
5.24	If running multi-property, would the user be able to see all reservations for a client, or only reservations applicable to the specific resort the user has access to (e.g. in order to check for double bookings?)

5.25	Does the system enable basic / advanced housekeeping and maintenance functions? Explain
5.26	What housekeeping statuses does the system allow for?
5.27	Does the system enable the logging, management and tracking of Maintenance items for Out of Order and Out of Service environments, with accurate reporting and diary follow-up?
A.6	BILLING
6.1	Does the system enable the comprehensive management of Debtors, Invoicing to
6.2	Debtors and Debtors Age Analysis?
6.3	Does the system enable Split Billing, and if so, into how many bills
6.4	Does the system enable Room Sharing with split billing per person within the room?
6.5	Are you able to create comprehensive quotes on the system?
6.6	Is the system multi-currency for both payments or exchange and does it enable multi-currency billing?
A.7	REPORTING
7.1	Are the correspondence reports, auto generated and sent to the client e.g. Deposit Request letters? Explain which functions enable these reports?
7.1.1	If yes, are they editable by the reservationist for addition of additional details?
7.1.2	If yes, can automatic attachments be added based on specific properties or activities?
7.1.3	If yes, are they tamper proof by the client?
7.2	What reporting tool does the system utilize
7.3	Can you conduct marketing campaigns or send out mail shots to the client database from within the system?
7.4	Can reports/ letters be sent with custom email subject and main body content? E.g. modifiable confirmation letter
7.5	Can reports/letters be sent via Outlook Express, Outlook? Are any other tools supported?
7.6	Is your system able to send automated smses to clients (and additional recipients), based on specific rules within the system e.g. Deposit Request / Welcome on arrival
7.7	Is your system able to generate manually created smes to client?
7.8	Can correspondence letters and report headers and footers be setup and modified by MTPA or only by you as the supplier?
7.9	Can you export and modify reports in MS Word or other processing software?
7.10	Can reports be exported to Excel?
7.11	Can reports be exported to PDF?
7.12	Are reports linked to user groups / user rights and thus available to relevant users only?
7.13	Provide examples of system reports available (management and forecasting reports, control reports, daily operational reports, Group reporting, Room charts and Rooming Lists)
7.14	What BI Reporting/Reporting Dashboard functionality or tools are available within your system, or does your system integrate with?
A.8	CENTRAL RESERVATIONS
8.1	Does the system provide an option for Centralized Reservations if running multi- facilities, and is this integrated with Park Access thus within one single login?
8.2	If yes, does the system provide a global organizational view of accommodation and activities available or only by property?

A.9	CONFERENCE AND BANQUETING MANAGEMENT
9.1	Is Conference and Banqueting Management a module available within your system, or do you integrate to an external package (yours or other enterprise solution)?
	If you answered that provide a Conference & Banqueting module/package, kindly answer the question below.
9.2	Does the system provide a global view of all venues available, or only the venues specifically located at the property?
9.2.1	If the former, is this User rights driven?
9.3	Does the system enable setups for specific conference requirements e.g. venue setup and configuration, bar setups, specific resources (package inclusions and exclusions), equipment requirements, etc.
9.4	Does the system differentiate between multi-day conference details relating to the group, and the specific events/functions happening during the course of the conference?
9.5	Does the application integrate seamlessly with Accommodation Reservations, Master Accounts and Group Billing/ Invoice to Debtors?
9.6	Does the system allow for dynamic venue configuration (super / syndicate room configuration/ room partitioning)
9.7	Does the system cater for permanent and temporary venue setup? E.g. Conference
9.8	Can the system manage internal and external resources, with their cost implications and supplier management? E.g. internal data projectors and additional sourced externally when not enough?
9.9	Does the system manage activities linked to conference bookings e.g. Game Drives, and management of additional activity resources or external suppliers?
9.10	Does the system enable the setup of Conference Packages, including and excluding venue hire?
9.11	Does the system cater for comprehensive billing and discounting on conference bookings?
9.12	Does your system enable the design and management of function room floor layouts and are these added to the function sheets?
9.13	Does the system cater for Housekeeping and Maintenance management of
9.14	Conference Venues?
9.15	Does the system enable the tracking lost business due to lack of availability
9.16	What marketing information is stored, and tracking occurs in the system?
9.17	Does your system manage staff messaging and managing of conference tasks during the event?
9.18	Can your system integrate for automated update venue meeting display boards/screens (flat screen venue usage and function updates)?
9.19	Would system functionality and module/system costing enable the setup of internal and billable venues e.g. internal meeting rooms versus billable meeting rooms?
A.10	ACTIVITIES MANAGEMENT
10.1	Does your system contain an Activity Management module, integrate to an Activity Management System, or possess any additional functions that might be of interest?
	If you answered that you provide an Activity booking module/ package above, kindly answer the questions below.

10.2	Can activities be booked by hour, number of hours, half day, day, across multiple days e.g. a hike?
10.3	Can activities be booked on specific days of the week or specific months only?
10.4	Can activity numbers be limited during specific times or based on availability of resources e.g. Game Drive vehicles
10.5	Can the system manage internal and external resources required for the activities e.g. hired in game drive vehicles during peak periods
10.6	Can activity pricing be setup with accurate revenue distribution (including payments to external suppliers) in order to accurately account for income generation?
A.11	ACCESS MANAGEMENT
	Does the system provide any controlled access management functionality that may be of benefit for park entry and exit? If so, please explain.

SECTION B – POINT-OF-SALE AND STOCK CONTROL SYSTEM(S) REQUIREMENTS

B.1	THE TECHNOLOGY (Only Complete if separate system to E-commerce site)
1.1	Can the system be run centrally, or must a server be located at each site?
1.1.1	If hosted centrally is your system Client-Server based (LAN / Cloud) or Web-based? (If Client-Server based, can the solution be hosted at MTPA's Head Office or must it be hosted at your internet service provider.
1.1.2	If hosted centrally, does your system support either a Citrix or Terminal Services environment, both or other?
1.1.3	If web-based, how would the users connect within the MTPA's Network, and outside the network for enhanced security? E.g. if external, would you recommend via VPN with fixed IP addresses or secure web interface?
1.2	Provide minimum Network Requirements for effectively running the system (LAN or supposing a centrally hosted solution across the WAN)
1.3	Provide minimum Hardware Requirements (Per Server)
1.4	Does your system require bespoke hardware, specific to your solution?
1.5	Provide minimum Hardware Requirements (Per PC) Mention any specific requirements e.g. Touch Screen, and if can operate on normal PCs, or require specific hardware. Include hardware network connections etc.
1.6	Does your system require a PC, or can it also be used on a Dumb Terminal?
1.7	What operating system does the system require? Windows or Linux and which version?
1.8	Is the system compatible with our current servers running WIN 2008 R2?
1.9	Is your software 32 or 64 Bit compliant?
1.10	Can your system operate successfully over very slow networks, as remote sites have very poor connectivity?
1.11	What programming language, and version thereof, has the software been developed in?
1.12	How long has your company being supplying solutions to the hospitality industry?
1.13	Where does your system development take place?
1.14	Does your solution(s) operate internationally (outside of South Africa), and if so where
1.15	When was your solution first developed, thus how long has it been available in the market?
1.16	How often do you release new versions / builds of the software? (Frequency)
1.17	When was your most recent version launched and what is the version number?

1.18	What is the approximate size of a new build release?
1.19	Should MTPA require any system modifications /customizations, in order to operate within our environment, how easy would it be to scope and implement within your system? Provide approximate turnaround time or further information.
1.20	Is there any (non-license related) limitation with regards to number of concurrent users per system or server? If so, explain
1.21	Is the build release process centralized, a remote installation or an on-site installation process?
1.22	If installation to individual PC's does installation need to take place at the same time on all installed PCs, prior to taking the new build live, or can different versions be
1.23	live at the same time?
1.24	What type of database is used (e.g. MySQL, SQL...)
1.25	Approximate database size per system instance?
1.26	What additional 3rd party software will need to be supplied and installed for your solution to operate (e.g. Microsoft, Active X, .Net) and additional licenses are required?
1.27	Can you run daily or weekly remote backups, or are the data packages too large?
1.28	How to you guarantee data security and the protection of our client's information?
1.30	Should modifications be possible, what type of defect resolution process and regression testing procedures do you follow?
1.31	Does your system comply to any ISO or other standards e.g. ISO 9000
1.32	Is your system PCI compliant?
1.33	How easy is it to setup and use various printers, Centralized and PC specific or printed types e.g. Thermal, Laser, and reroute printing when one printer is down?
1.34	Should your system(s) be implemented, would MTPA's DBA be allowed to manage the quality of our data, thus be given access to the Database(s)?
B.2	SUPPORT
2.1	Does the system provide on-line help files? And if so, how often are these updated?
2.2	Is support available 24/7/365 or during specific hours only?
2.3	What is the average number of support hours anticipated per month based on a 5-10 user site environment?
2.4	Type of support included in Monthly Support Fees?
2.5	Type of support excluded from Monthly Support Fees?
2.6	How do you provide support to your clients, thus what methods do you use, and in which cases e.g. telephonic, dialup, on-site?
2.7	Where all do you have branches / office from which you offer support to your clients
2.8	How big are your installation, support and training department(s)?
B.3	INTEGRATION BETWEEN SYSTEMS
3.1	Does the system integrate to E-commerce site(s)? If so, which ones.
3.2	Does the system integrate to a Payment Gateway for direct Card Payments? If so, which ones
3.3	Does the system integrate to Conference and Banqueting packages? If so, which ones.
B.4	SECURITY AND USER RIGHTS

4.1	What different methods of User login/security are available e.g. Password, Swipe Cards, Tags, Biometrics
4.2	If password driven, can users reset their own passwords?
4.3	Does the system allow for viewing, reporting versus transacting rights?
4.4	Could the system be integrated for active directory / central authentication, if password driven?
B.5	SYSTEM FUNCTIONALITY
5.1	What hardware options are available for point-of-sale devices e.g. Handheld devices versus fixed?
5.2	Can you setup the Point-of-Sale system with images and/or text button functions? And how dynamic is this functionality?
5.3	Does the POS enable the setup of restaurant layout with flexibility relating to table size, etc.?
5.4	If this functionality is present, does it allow a drag and drop environment.
5.5	Can one setup a TAB for a table and run a TAB limit?
5.6	How many bills can one table be split into?
5.7	Can the system operate with or without Stock Control?
5.8	Does the system enable full Stock Control if desired?
5.9	Is it easy to setup and manage Stocks and Stores?
5.10	Is it easy to move items between stores?
5.11	Does the POS and Stock Control system allow for the use of Bar Code scanning
5.12	and printing of labels in order to quickly setup PLUs and charge items, specifically in the curio shops.
5.13	Does the system operate in an on- and off-line environment? Explain options in detail, as MTPA's runs a number of remote events?
5.14	If off-line transacting is available, how are these transactions stored and transferred, and how easy is this?
B.6	REPORTS
6.1	What reporting tool does the system utilize
6.2	Can MTPA's design and implement their own reports?
6.3	Provide a list of current reports available within the system
6.4	Can reports be exported to Excel?
6.5	Can reports be exported to PDF?
6.6	What BI Reporting / Reporting Dashboard functionality or tools are available within your system, or does your system integrate with?

12. **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.

13.EVALUATION CRITERIA

CRITERIA	POINTS ALLOCATED
<p>Attach signed and dated appointment letters and a list of contactable references within the last three (3) years, (from April 2022 to date). The letters and references of the previous and current work on Website design and development using strictly CMS to be on the client's letterhead.</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 including Purchase Orders ➤ Contact details (telephone and email address) <ul style="list-style-type: none"> • 5 references and appointment letters 25 points • 4 references and appointment letters 20 points • 3 references and appointment letters 15 points • 2 references and appointment letters 10 points • 1 reference and appointment letters 5 points • No reference and appointment letter 0 point 	25
<p>Skills and Resources – Attach CVs of members of the project team:</p> <ul style="list-style-type: none"> • A degree in Graphic Design, Web Development and or IT/ITC/ Multimedia Visual Arts or Equivalent with a minimum of 5 years' experience (10 points) • A diploma in Graphic Design, Web Development and or IT/ITC/ Multimedia Visual Arts or Equivalent with a minimum of 3 years' experience (5 points) 	10
<p>Samples: Copies of currently-live Demo websites developed or a link to the demo websites</p> <ul style="list-style-type: none"> • Provide proof of the website developed by your company 10 points • Provide proof of the link of live demo by your company 5 points 	10
<p>Presentation of the Proposed Ideal MTPA Website :</p> <ul style="list-style-type: none"> • Demonstrates a clear understanding of current website gaps, organizational mandates, and user needs 2 points • Presents a logical, well-explained vision of the "ideal" MTPA website, including layout, structure, and user journey 2 points • Provides practical and innovative enhancements such as improved navigation, accessibility features, updated content structure, integrated services (e.g., bookings, maps, notices), cybersecurity, and mobile responsiveness 3 points • Information is well-structured, easy to follow, visually appealing, and professionally delivered 1 point • Proposed solutions are realistic, align with organizational goals, and consider resource implications 1 point • Ability to respond to questions, justify recommendations, and demonstrate subject 	10

CRITERIA	POINTS ALLOCATED
matter knowledge 1 point	
<p>Project Approach –narrative description of project approach/plan, including design, timelines/phases of delivery, possibly including aesthetic inputs and creativity, etc.</p> <p>The project approach should consist of:</p> <ul style="list-style-type: none"> • Project goals and objectives • An outline of the project scope • Detailed project plan with timelines • Cashflow projections • Clear identification of stakeholders with defined roles and responsibilities • Risk and mitigation plan • Established success metrics to gauge project completion and performance 	15
<p>Ability to provide solution including all elements as preferred by MTPA</p> <ul style="list-style-type: none"> • Booking system (GDS) e-commerce site 5 points • Centralized Conference and Banqueting Management 5 points • Point-of-Sale and Stock Control Solution 5 points • Database development and management 5 points 	20
<p>The bidder must demonstrate proven capacity to provide technical and operational support for the system(s) both at MTPA's Head Office and across its Nature Reserves within the province.</p> <p>Evidence Required:</p> <p>Bidders must submit a detailed support plan outlining the following:</p> <ul style="list-style-type: none"> ➤ Locations where support will be provided (Head Office and Nature Reserves) ➤ Availability of onsite technicians and response times ➤ Remote support tools and service hours ➤ Previous contracts or references demonstrating similar provincial support coverage • Ability to provide both onsite and remote support – 10 points • Ability to provide only remote support – 5 points • Inability to provide neither – 0 point 	10
TOTAL POINTS	100

NOTE: A bidder/s that scores less than 70 points in respect of functionality will be disqualified. Bidders who achieve a minimum threshold of 70 points for functionality will qualify to proceed to the second phase of the evaluation process, which will comprise a presentation valued at 10 points, as indicated in the functionality criteria.

Price: 80%

Where:

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

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 be 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.

14. 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.

15. PROJECT COSTING /PRICING SCHEDULE

ITEM (A)	COST				
Design, Development, maintenance and hosting of Website					

ITEM (B)	Cost Year 1	Cost Year 2	Cost Year 3		
Cost for maintenance services as described EXCL VAT	R	R	R		
Total cost for 3 YEARS EXCL VAT	R				
Total cost for 3 YEARS INCL VAT	R				
TOTAL BID PRICE EXCL VAT (A+ B)					

TOTAL BID PRICE INCL VAT	
---------------------------------	--

WEBSITE DEVELOPMENT COST (this should be fixed costs)

This section provides a detailed, itemized breakdown of all services included in the website build.

DESCRIPTION	TOTAL EXCLUDING VAT	TOTAL INCLUSIVE OF VAT
WEBSITE DEVELOPMENT COST		
DISCOVERY & STRATEGY		
Initial Consultation		
Project Plan & Sitemap		
DESIGN (UI/UX)		
Wireframes		
Visual Mockups		
Design Revisions		
DEVELOPMENT		
Front-End Development		
Back-End Development		
CMS Integration		
CONTENT		
Copywriting		
Content Migration		
E-COMMERCE & INTEGRATIONS		
Online booking Setup		
Payment Gateway Integration		
LAUNCH & QUALITY ASSURANCE		
Testing		
Performance Optimization		
Go-Live		
TRAINING		
CMS Training:		
Total Website Development Cost		

Service/Item	Service/Item	DESCRIPTION	TOTAL EXCLUDING VAT	TOTAL INCLUSIVE OF VAT
Website Hosting & Maintenance (recurring costs)				
Domain Name Registration	Annual	Registration of [Mpumalanga.com].		
Web Hosting	Monthly/Annual	Premium cloud hosting with guaranteed [Uptime% %] uptime, [Storage Size] storage, and		

Service/Item	Service/Item	DESCRIPTION	TOTAL EXCLUDING VAT	TOTAL INCLUSIVE OF VAT
		[Bandwidth] bandwidth.		
SSL Certificate	Included	Secure Sockets Layer certificate to encrypt data and ensure security.		
Off-site Backups	Included	Daily, automated backups of the entire website.		
Security Monitoring	Included	Regular malware scanning and security updates.		
Website Maintenance	Monthly	Includes: CMS updates, plugin updates, minor content adjustments, and technical support.		
Total Estimated Annual Ongoing Cost				

16. 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:

- Fully completed tender document.
- All pages in tender documents must be initialed and signed
- Duly signed bid documents including all the attached SBD forms.
- Legal Joint Venture Agreement (in case of a JV)
- Identity documents of Owners / Directors / Members / Shareholders
- Contractor Registration for Incorporation or of Company Registration Document
- A copy of valid Tax Clearance Certificate including the PIN issued by the South African Revenue Services
- Full contact details of the service provider
- Proof of company registration documents and certified ID copies for directors/shareholders

17. 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 5-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.

18. 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 Noxolo.Mgwenya@mtpa.co.za and lfrah@mtpa.co.za or Jabulile.Makhubela@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

19. 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

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 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 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

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.

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:

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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:
.....
.....
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)