

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: T/ING/006/2023

**TENDER FOR THE APPOINTMENT OF A PROFESSIONAL TEAM TO
PROVIDE MARKETING AND COMMUNICATION SERVICES FOR THE
GEORGE INTEGRATED PUBLIC TRANSPORT NETWORK (GIPTN) FOR A
PERIOD OF THREE (3) YEARS**

ENQUIRIES: MR JAMES ROBB
YORK STREET
GEORGE
(044) 801 9111#1854

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

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL OVER 3 YEARS (VAT INCLUDED)

R

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

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

TENDER CLOSING AT 12H00 ON WEDNESDAY, 12 JULY 2023

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BIDDER CONTACT DETAILS

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

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

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

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT **TENDER NUMBER / NOMMER: T/ING/006/2023**

Tenders are hereby invited for the **Appointment of a Professional Team to Provide Marketing and Communication Services for the George Integrated Public Transport Network (GIPTN) for a period of three (3) years.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. T/ING/006/2023 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Wednesday, 12 July 2023**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

A compulsory clarification meeting will be held at the George Municipality, Round Conference Room, Ground Floor, 71 York Street, George at 11:30 on Tuesday, 20 June 2023.

Non-attendance of the compulsory clarification meeting will disqualify your tender.

Tender documents are available at a non refundable deposit of R400-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tenders will be evaluated and awarded as follows:

Stage 1: Pre-Qualification Criteria (Functionality Scoring and Presentation)

Only tenders scoring a minimum of 80 points out of 100 points in stage 1 will be further considered for evaluation in stage 2.

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

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

For more information, contact Mr James Robb at (044) 801 9111 #1854.

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

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

Tenders word hiermee ingewag vir die **Aanstel van 'n Professionele Span om Bemerkings- en Kommunikasiedienste vir die George Geïntegreerde Publieke Vervoer Netwerk "(GIPTN)" te Voorsien vir 'n tydperk van drie (3) jaar.**

Voltooide tenders in 'n verseëde koevert, duidelik gemerk:

Tender Nr. T/ING/006/2023 moet voor **Woensdag, 12 Julie 2023** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

'n Verpligte inligtingsvergadering sal by die George Munisipaliteit, Ronde Konferensie Kamer, Grond Vloer, Yorkstraat 71, George gehou word op 20 Junie 2023 om 11:30.

Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.

Tender dokumente is verkrygbaar teen 'n R400-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Voorafbepaalde kriteria (Funksionaliteit Telling en Voorlegging)

Slegs tendersaars wat 'n minimum van 80 uit 100 punte behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

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

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

Vir verdere inligting, kontak Mnr James Robb by (044) 801 9111 #1854.

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

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

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

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

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

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

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A PROFESSIONAL TEAM TO PROVIDE MARKETING AND COMMUNICATION SERVICES FOR THE GEORGE INTEGRATED PUBLIC TRANSPORT (GIPTN) FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: T/ING/006/2023

CLOSING DATE: Wednesday, 12 July 2023

CLOSING TIME: 12:00

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

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

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

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

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

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

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

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

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

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

DETAILS OF TENDERER

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

DETAILS OF TENDERING ENTITY'S BANK

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

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE |
|-----------------------------------|--|
| Name of bank | |
| Branch name | |
| Branch code | |
| Name of Account Holder | |
| Account number | |
| Type of Account | |

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

**TENDER NUMBER: T/ING/006/2023
APPOINTMENT OF A PROFESSIONAL TEAM TO PROVIDE MARKETING
AND COMMUNICATION SERVICES FOR THE GEORGE INTEGRATED
PUBLIC TRANSPORT (GIPTN) FOR A PERIOD OF THREE (3) YEARS**

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: T/ING/006/2023
APPOINTMENT OF A PROFESSIONAL TEAM TO PROVIDE MARKETING AND COMMUNICATION SERVICES FOR THE GEORGE INTEGRATED PUBLIC TRANSPORT (GIPTN) FOR A PERIOD OF THREE (3) YEARS

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

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

(Physical Address)

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

SCHEDULE OF SUB-CONTRACTORS

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

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

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

SCOPE / SPECIFICATIONS

APPOINTMENT OF A PROFESSIONAL TEAM TO PROVIDE MARKETING AND COMMUNICATION SERVICES FOR THE GEORGE INTEGRATED PUBLIC TRANSPORT NETWORK (GIPTN), AS AND WHEN REQUIRED, FOR A PERIOD OF THREE (3) YEARS, FROM THE DATE OF APPOINTMENT

1. INTRODUCTION

1.1. GEORGE MUNICIPALITY

Located in the Western Cape Province, the City of George forms the administrative hub of the world-renowned Garden Route area. The George municipal area is situated approximately halfway between Cape Town and Port Elizabeth. The municipal area includes the following: The City of George; the villages of Wilderness, Touwsrante, and Hoekwil; various coastal resorts such as Kleinkrantz, Victoria Bay, Herold's Bay and the Wilderness National Park; rural areas such as the area around Rondevlei (east of Wilderness), Geelhoutboom, Herold, Hansmoeskraal and Waboomskraal; and the incorporated previous District Management Area that includes Haarlem and Uniondale. The municipal area consist of 28 Wards. An excellent system of highways and national roads link George to Cape Town, 420 km to the west, and Port Elizabeth, 320 km to the east.

1.2. GEORGE INTEGRATED PUBLIC TRANSPORT NETWORK (GIPTN)

The Municipality of George (MoG), with the support of its partner the Western Cape Mobility Department (WCMD), has launched a public transport service in George of which the first service started in December 2014. Phases 1, 2, 3 and 4B of 6 phases have been rolled out. In terms of the National Land Transport Act No. 5 of 2009, the Municipality is the Contracting Authority (CA) for this service.

The service operates in terms of a 12-year contract between the Municipality and a Vehicle Operating Company (VOC) formed by local bus and minibus taxi operators and operates according to schedules on fixed routes and stops throughout the George Municipal area. In the long-term, links are planned to Uniondale and Haarlem and the neighbouring towns of Mossel Bay, Oudtshoorn and Knysna. As noted, the service was implemented on 8 December 2014, with inter-town and expanded services planned to be rolled out once all the phases were successfully implemented.

1.3. MARKETING AND COMMUNICATION PROJECT OBJECTIVE

The establishment of the public transport service in George required significant ongoing marketing and communication activities. Prior to 2015, considerable work had been done in communicating operational information to the George passengers, together with the development, implementation, and maintenance of the GO GEORGE brand.

The objective of the Marketing and Communication project for GO GEORGE is to establish a professional team that will manage customer relations, communication, information and education, marketing, stakeholder engagement, media liaison, employment, management and training of salaried staff as provided for in the pricing schedule, and brand awareness, while continually promoting public transport to users within the greater George area, including marketing of the service to the tourist market and to existing car users as a viable alternative mode of transport.

The service remains in an expansion phase with services to Phase 4A, 5 and 6 still to be launched. This will also require targeted communication to specific communities and stakeholders where routes are to come into operation. There will continue to be broader marketing of the new transport brand and its expanding operations to the wider community of George and to specific target audiences, such as users with special categories of need (including people with disabilities and the elderly), the youth (including school children and students), business and investors in support of the vision of George as a City for a sustainable future, and the tourism, hospitality and event management sectors.

A careful balance needs to be maintained between sufficiently raising expectations about the nature and scope of the service prematurely, in each new phase, and launching a service that has been adequately communicated and marketed with ongoing operational education to new and existing passengers is of paramount importance. This balance can only be struck if communicators work closely with the GIPTN work streams, where required, including infrastructure, operations and system planning to gain an understanding of the inevitable challenges along the way.

Given the high levels of investment and the sophisticated nature of a quality public transport service that GO GEORGE strives to be, appropriate resourcing of the customer relations, communication and marketing components is required. This is not only the face and voice of the service, but also the key channel for understanding user needs and tailoring services accordingly in an ongoing manner. The GIPTN project falls within the National, Provincial and Local Government spheres and the successful bidder will be expected to work comfortably between these spheres bearing in mind the differing demands and requirements between such spheres.

1.4. PROJECT TIMEFRAME

The successful bidder will be required to commence work on the project from the date of appointment, envisioned as being August 2023, or later if agreed between the parties, for a period of three (3) years from such date of appointment.

1.5. PROJECT LOCATION

The location of the project is the area covered by the George Local Municipality which covers 28 wards, including Uniondale and Haarlem. The Service Provider will be required to operate the GIPTN office reception, the information kiosk located at the Transport Hub in the CBD, Call Centre located within the GIPTN Management Unit offices, York Street and Communication Champions across the GIPTN network.

1.6. PROJECT GOVERNANCE

The George Municipal appointed Public Transport Oversight Official is the Contract Manager and responsible budget holder and reports to the GIPTN Management Committee (MANCO) and the Directorate for Civil Engineering Services under which department the GIPTN resides.

The GIPTN Management Unit is a specialised unit established for the management of the GIPTN. The GIPTN Manager shall lead this specialised unit. The appointed Contract Manager and the GIPTN Manager shall have joint oversight over this contract.

2. SCOPE OF WORK

2.1. OVERVIEW

The Marketing and Communication scope of work is focused on furthering the promotion of the approved GO GEORGE brand and corporate image, and the objectives of the GIPTN which are to provide safe, scheduled, affordable, reliable and accessible public transport services to the population of George, and visitors to George, through promotional initiatives, and by ensuring consistent marketing messages and interactions with customers and other stakeholders, and through this to make a positive contribution to the improvement of service delivery, and the increase in the use of public transport.

The creation of awareness has been an on-going challenge. The current team has had to accommodate the many uncertainties associated with the development of a public transport system from scratch. The process to date has delivered certain marketing and communication activities and materials that have already been designed and implemented.

This scope of work requires the review and update of the existing marketing and communication material as may be appropriate, as well as the provision of additional materials and activities as required. The provision of such additional materials and activities may only be sourced from outside the George area where such expertise is not available locally and only with prior approval by the Contract Manager. Additional materials and supplies are procured in terms of the municipal Supply Chain Management Policy and related regulations. Additional human resources may be utilised subject to the

approval by the Contract Manager. The same applies to all materials and services to be sourced to fulfil the functions of the appointment.

The successful bidder must establish an operational office in the George Municipal area.

The successful bidder will be responsible for the day-to-day implementation of marketing and communication activities related to the GIPTN project. The successful bidder will not be expected to continue with the existing contracts of salaried staff or consultants.

The Marketing and Communications aspect of the GIPTN service delivery is crucial to ensuring the effective roll out of new services and refinement of existing services and continual education on the use of the bus service as well as further objectives of the system such as universal accessibility and quality services. Much of the content of the communications requires in-depth knowledge and understanding of the system and the operations thereof and coordination with the GIPTN management team. This, as well as a thorough understanding of the local socio-economic context and the effective means of communication within this context, is required.

The current service provider has accumulated extensive skills and knowledge for over three (3) years regarding the various aspects relating to the marketing and communication of the GIPTN, as well as having recruited and trained staff utilised in the Reception area, Call Centre, Information Kiosk, and Communication Champions on the ground. To ensure the seamless transition, the current service provider will be required to do a complete handover to the successful bidder, unless otherwise agreed. This handover should not exceed a period of three (3) months.

The successful bidder will be required to formulate additional marketing and communication strategies, procedures, and material and to implement the strategies in parallel with the implementation of the GIPTN. In addition, the successful bidder will be required to refine and implement a strategy to recover revenue from the sale of advertising space on GIPTN infrastructure, and within the bus fleet. The service provider will also be expected to undertake on-going management of this to ensure the relevant standards and requirements are met.

2.2. PROJECT COMPONENTS

Marketing and communication activities should include the following components:

- Project management;
- Strategic planning;
- Communications support;
- Ongoing media and advertising campaigns;
- Direct marketing, activations and exhibitions;
- Operational information and public education;
- Customer care and public engagement;

- Art, design and production of communication material;
- Electronic communication (continued updating and management of current website and e-mail including email server and hosting);
- Social media management and ongoing development of the existing social media platforms of the GIPTN;
- Digital communication;
- Events management;
- Copywriting, editing and translations;
- Change management initiatives;
- Corporate identity and branding;
- Signage and decals;
- Revenue generation opportunities;
- Community development contributions/opportunities;
- Management and staffing of salaried staff as provided for in the pricing schedule
- Crisis communication;
- Training of salaried staff in communication, customer relations, conflict handling, first aid, occupational health, and safety personal safety and security threats, use of security equipment, workplace ethics, GO GEORGE system training and other related operations training, report writing skills, computer skills, how to operate in a call centre environment and any other training that may be required; and
- Research which includes ongoing environmental scanning to support management decision making, formal monitoring and quantifying of media outputs, formative and summative research, research to support with various forums and stakeholder engagement, formal research, dipstick research, desktop research and other ad-hoc surveys as and when required by the client.

2.3. COMMUNICATION CHANNELS

Channels of communication should include and not be limited to:

- Print media;
- Radio;
- Web portals (internet and intranet);
- Mobile channels (mobi-sites, apps, RSS feeds, SMS services, USSD services);
- Social media (such as Twitter, Facebook, WhatsApp messaging and Instagram);
- Customer Call Centre;
- Direct communication (door-to-door along GIPTN routes);
- Public engagements;
- Other event opportunities identified by the MoG;
- Direct communication;
- Activations and exhibitions;
- Electronic communication (e-mails);
- Study tour visits;

- National and Provincial Government Public Transport and related Committee visits/meetings;
- Relevant stakeholder engagements; and
- Ward Committee and Councillor engagements.

2.4. EXISTING MARKETING AND COMMUNICATION MATERIAL

The following material has already been put in place and requires review and updating but may be completely redeveloped and replaced by the successful bidder as directed by the Contract Manager if so required:

- Communications and marketing strategy and plan (internal and external) including crisis communication plan, branding strategy, media advertising campaign plan, public awareness campaign plan, draft advertising revenue strategy and public relations plan;
- Web presence through the existing GIPTN website and other websites as and when required;
- Development, implementation and maintenance of the Corporate Identity and Brand manual;
- Below-the-line marketing posters, flyers and exhibition material;
- Infographics;
- Corporate DVDs;
- Review and update Standard Operating Procedures (SOP's) that are relevant to the ongoing functioning of the marketing and communication day to day deliverables;
- Various information leaflets (pocket guides with geographical map, infographics, corporate pamphlets);
- Pole collars design at bus stops throughout the network and monitoring of the service provider applying the pole collars;
- Corporate gifts (umbrellas, blankets, pen sets, buttons, shopping bags, drawstring bags, caps and t-shirts, uniforms etc);
- Vendor information and marketing material; and
- Information and marketing material required for the Automated Fare Collection (AFC) system;

The existing GO GEORGE designs will be handed over during the handover period provided for under the overview (section 2.1).

3. DETAILED PROJECT COMPONENTS

3.1. PROJECT MANAGEMENT AND RELATED REPORTING

The following activities must be undertaken to manage the GIPTN project:

- Development and maintenance of the communications strategy and plan;
- Monitoring of the project schedule and status;
- Co-ordinate and manage the marketing and communications process;
- Preparation of weekly or bi-weekly status reports and minutes as and when required by the Contract Manager;

- Preparation of monthly project status reports;
- Provision of status presentations and project updates;
- Compilation of crisis communication plans;
- Compilation of tailored project-related communication plans;
- Management of the media liaison function;
- Customer satisfaction surveys, pretesting of concepts and opinion polls, focus groups;
- Attendance at meetings and working sessions of the GIPTN project team and related work streams for collecting of information and an understanding of what is required to be communicated to existing and/or new passengers;
- Strict financial management including monthly feedback on actual spend vs budgeted spend over the three (3) year period;
- Distribution of weekly and monthly reporting and general information to GIPTN team, consultants and Vehicle Operating Company (VOC);
- Compilation of policies and standard operating procedures where necessary;
- Compilation of risk identification frameworks;
- Continuous target group analysis and update, including latest demographic and marketing statistics;
- Communicate strategic messaging upon the request of the client;
- Implementation and facilitation of the sponsorship policy and drafting of individual sponsorship responses on behalf of the Municipality;
- Undertake focus group research such as, but not limited to, board game testing, pole collar testing, Universal Access (UA) shelter testing etc.;
- Act as interface between consultants, MoG and GIPTN in compiling communication material and ensuring correctness thereof from start to final approval;
- Assist with the design and layout of presentations and official reports to various as and when required by the Contract Manager;
- Contribute to the documents and reports of the Municipality as and when required see section 6.

3.2. STRATEGIC PLANNING

In partnership with the George Municipality, the Service Provider will be required to undertake the following activities:

- Maintenance, review and further development of the marketing and communication strategy and plan, including:
 - Setting of strategic objectives;
 - Brand strategy and application;
 - Identification of relevant stakeholder groups and market segments;
- Identification of marketing and communication mediums, tools and products; and

- Alignment of all activities to the GIPTN marketing and communication strategy and plan.

3.3. COMMUNICATIONS AND OPERATIONAL SUPPORT

In partnership with the George Municipality, the successful bidder will be required to undertake the following activities (incorporating the elements of strategy and content provision (copywriting), editing, design and layout, translation, printing and distribution):

- Ongoing public liaison and community engagement (including public education, community outreach visits, roadshows) as new services roll out and/or any amendments to the current routing take place, as well as regular customer feedback surveys, complaints handling and identification of behavioural change management campaigns, specifically:
 - Undertake a public liaison process to inform the public and businesses of new services, service expansions and changes;
 - Appointment of Community Liaison Officers and Communications Champions to engage undertake public liaison
 - Monitor customer and public experience and expectations through regular surveys and polls in-field (on bus, along routes and at bus stops)
 - Ongoing customer and public engagement to identify any concerns and subsequent complaint handling
 - Identify the primary communities, service users (such as scholars, domestics, construction and disabled users) and business areas affected by the GIPTN;
 - Prepare and print brochures in the required language in English, Afrikaans and or isiXhosa, for distribution at public sessions;
 - Keep a record of all public and/or community engagements;
 - Maintain and update stakeholder database;
- Ongoing media relations (including press releases, media articles, media tours, briefings and events) in accordance with George Municipality's communication protocols, including:
 - Continual engagement with media;
 - Continual monitoring of media channels (including newspapers, letters and social media) and responding to public comment and feedback;
 - Ongoing liaison with the George Municipal Communications office;
 - Development, continual improvement and alignment of media relations policies and procedures;
 - Compilation of media responses on behalf of the GIPTN in case of media enquiries;
- Develop and maintain an updated customer service plan, including:
 - Manage customer feedback channels (such as any relevant municipal customer care apps or complaints systems, website, email, telephonic, written letters and social media);
 - Maintain customer complaint register via the Call Centre;

- Ongoing maintenance and updating of a list of Frequently Asked Questions and answers thereto;
- Monitor activity on social media (i.e. GO GEORGE Facebook page, Twitter, WhatsApp messaging and Instagram) and GO GEORGE website for customer feedback and respond accordingly;
- Monitoring and supervision of Call Centre customer interaction quality assurance levels and feedback to the public;
- Constant monitoring of public opinion with market research and surveys when required;
- Ad hoc internal Municipal staff awareness campaigns (initial awareness and ongoing information sharing);
- Ensuring that the brand guidelines and corporate identity are adhered to in all communication and marketing;
- Assist with design and layout of content for presentations to be delivered by GIPTN and MoG;
- Attendance at government meetings as and when required;
- Photographic library, such as:
 - Maintain electronic image gallery of the GIPTN with backups on removable storage media and cloud-based primary storage;
 - Organise photographic shoots, obtaining orders and management of shoots for updating of image gallery;
 - Taking of high quality standard photographs to accompany press releases
 - Taking photos at community engagements, outreaches, activations and sponsorship activities– for media purposes, as well as for distribution to stakeholders and the GIPTN Management Unit archives.
- Administrative support for all communication activities;
- Implementation of a full public engagement strategy and maintaining this strategy on a daily basis;
- Attendance of GIPTN Operational meetings in terms of a schedule of meetings generated annually with the understanding that project requirements may demand additional meetings in addition to those contained in this schedule;
- Ensuring that all operational issues highlighted via public feedback are captured and escalated to be resolved;
- Ongoing maintenance and review of the complaint log sheet to ensure that all issues are handled appropriately and followed up where necessary; and
- Training/briefing of communication champions on system changes or temporary changes.

3.4. ADVERTISING CAMPAIGN

In partnership with the George Municipality, the successful bidder will be required to undertake the following activities (incorporating the elements of strategy and content provision (copywriting), editing, design and layout, translation, and media placement):

- Above-the-line placements in local print media, online and radio, and specialist media channels such as billboards and marketing to mass audiences through mass media;
- Management of the outdoor advertising contract for the sale of advertising space on GIPTN infrastructure, such as:
 - Refine and implement a strategy to recover rental income from the sale of advertising space at GIPTN infrastructure, and within the bus fleet;
 - Ongoing management of the advertising contract service provider to ensure standards are met;
 - Promotion of local content in consultation with the George Municipality; and
- Compilation of a policy to guide the effective implementation of such a strategy.

3.5. DIRECT MARKETING AND EXHIBITIONS

In partnership with the George Municipality, the successful bidder will be required to undertake the following activities (incorporating the elements of strategy and content provision (copywriting), editing, design and layout, translation, printing and distribution):

- Below-the-line marketing posters, pull-up banners, flyers and pamphlets and exhibition material to be used in direct marketing activations at malls and public events to target specific audiences and for use in public engagement exercises (tailored messages to targeted audiences through non-media communication);
- Management of a direct communication component (door-to-door activities) with a team of Communication Champions, employed on project specific contractual basis by the service provider;

3.6. OPERATIONAL INFORMATION

In partnership with the George Municipality, the successful bidder will be required to undertake the following activities (incorporating the elements of strategy and content provision (copywriting), editing, design and layout, translation, printing and distribution):

- Design and updating of GIPTN system brochures;
- Designing, updating, and or replacing decals on buses in collaboration with the GIPTN Management Unit and the VOC;
- Design and updating system and local area geographical maps provided by the operational support team;
- Prepare and update existing station and vehicle audio announcements (pre-recorded suitable announcements for stations and on buses providing general information, routing and timetable information as and when required, subject to audio systems being installed and available);
- Design and updating existing design of the general system (provided by the operational support team) guide pamphlet in the locally predominant languages (English, Afrikaans and isiXhosa), updated as required and

widely distributed within the existing footprint of the service and in areas where the service is yet to be rolled out. This will show routes, bus times and fares, with contacts for more information, including channels for customer feedback. The roll-out of the service will occur over 6 main phases with ongoing intermittent route optimization and amendments;

- Design and update fare system pamphlet with detailed information on the benefits and use of the smartcard, fare zones and fare prices, where to get the card, paying with cash, and where to direct queries and complaints. This multi-lingual product is available at public transport interchanges and smartcard retail points. The information or data for such pamphlet will be provided by the operational support team;
- Ongoing communication products aimed at customers with special categories of need, which will detail features of the service that increase accessibility to the widest possible range of users, including those with mobility, mental, hearing and visual impairments, the elderly, women with children, unaccompanied children, passengers with luggage and parcels, and those with large items, such as bicycles and surfboards. This will provide contacts for further information and support;
- Distribution and communication of passenger information and customer interactions via ad hoc pamphlets and leaflets, including day-to-day operational issues (such as route deviations, service disruptions, industrial action, unforeseen incidents, special-event services, fare-system challenges) as-and-when required and in conjunction with and on approval from the GIPTN Management Unit and the appointed Contracts Manager, using the necessary channels of communication;
- Produce, obtain quotes and print brochures, pamphlets, infographics, leaflets, info sheets in English, Afrikaans and isiXhosa;
- Liaising with the appointed Contract Manager for copy and design approvals and order numbers (strict adherence to Municipal Supply Chain Policy and related regulations will be required);
- Design material for GIPTN launch events, such as the launch of a minibus, the opening of the Transport Hub (items such as Power Point Presentation, invitations, programmes, name tags, table décor for certain events);
- Design material for GIPTN milestone and celebration events;
- Constant update and refinement of Corporate Identity and Brand manual;
- Constant update of bus decal brand manual;
- Ensure that the brand guidelines and corporate identity are adhered to in all communication and marketing activities;
- Design tailored route maps (route maps are prepared by the operational support team) for schools;
- Updating of GIPTN stationary (email signature, letterheads, email headers, name badges); and
- Preparing specifications/designs of uniforms to be worn by the salaried staff as provided for in the pricing schedule.

The above operational information needs to be reviewed and updated continuously to align with ongoing system amendments. Decisions to reprint will be taken in collaboration with the relevant Contract Manager.

3.7. CUSTOMER CARE (RECEPTION, INFORMATION KIOSK AND CALL CENTRE)

In partnership with the George Municipality, the successful bidder will be required to undertake the following activities:

- Staffing and operation of the GIPTN Call Centre located at the GIPTN Management Unit offices within the George CBD (with a minimum of two (2) staff members per shift including shift supervisor on duty seven, (7) days a week from 04:30 to 21:30, which is scalable as per demand and which hours are subject to change);
- Staffing and operation of GIPTN Information Kiosks as and when established. Currently one which is located in the George Transport Hub (one staff member from 07:00 -17:00 on weekdays and 07:00 – 13:00 on Saturdays), and one located at the GIPTN Management Unit offices located within the George CBD (one staff member from 07:30 - 17:00 Monday to Friday) which is scalable as per demand and which hours are subject to change);
- Provision and distribution of operational information at the GIPTN Information Kiosks;
- Training and briefing Call Centre and Info Kiosk agents on route refinements or events impacting the system operations;
- Handling escalated calls (often passengers insist on speaking to management which is currently handled by the Communication team);
- Assisting the Municipality to implement a call-recording system for quality assurance purposes and subsequent regular quality assurance audits and call screening and further training in line with quality assurance outcomes;
- Ensuring that complaints are investigated by the operational team to ensure that gaps in the system are identified and effectively addressed;
- Manage and provide continuous training to a team of Communication Champions. Currently 52 Communication Champions a supervisor and a manager are employed by a service provider. The number of champions required may be amended according to system requirements;
- Produce monthly social media action plans for pre-approval by appointed Contract Manager;
- Monitoring and responding to all public queries and complaints between the hours of 04:30 and 21:30, Mondays to Sundays (which hours are subject to change and scalable as per demand); and
- Liaising with the Call Centre the GIPTN Management Unit, the Contract Manager regarding feedback to the public.

3.8. WEBSITE AND SOCIAL MEDIA DEVELOPMENT AND MANAGEMENT

In partnership with the George Municipality, the successful bidder will be required to undertake the following activities (incorporating the elements of

strategy and content provision (copywriting), domain hosting (website and emails), editing, design and layout, translation, printing and distribution):

- Ensuring GIPTN website, mobile app, mobi-site and social media sites (Facebook, Twitter, Instagram and WhatsApp messenger) are live and kept current, updating content on a frequent basis (including Municipal customer mobile app where required);
- Manage and further develop the website, mobi-site and social media sites;
- Management of the hosting of the existing GIPTN domain (website and cloud-based exchange server email);
- Publish planned posts, e.g. system information, rules of carriage, ticketing;
- Publish press releases, and any other columns as and when required;
- Publish all GO GEORGE events and public participation/engagements;
- Immediate and frequent service alert updates, e.g. delays caused by traffic congestion, technical problems, accidents;
- Updates of planned events that will cause delays, e.g. road races, protest actions, strikes;
- Handling of all queries and complaints during times of crisis e.g. Knysna Fires, strikes, protest actions;
- Publish all GO GEORGE events and public participation or engagements, e.g. school visits, school trips, expo's, information stalls;
- Communicate timetables and routes before and during new phase roll out; and
- Communicate route refinement changes as and when required .

3.9 COPYWRITING AND EDITING

The successful bidder is expected to undertake the following:

- Writing of media releases as and when required (including press releases, media articles, press kits for media tours, briefings and events) in accordance with George Municipality's communication protocols;
- Crisis communication, including media updates, press releases, social media updates, and compiling photo and summary reports to stakeholders afterwards;
- Copy for pull-out adverts (4 pages and more) in print media;
- Generate response to media enquiries for submission to George Municipal Communications Office, adhering to approval and deadline protocols;
- Publish press releases, and any other columns as and when required;
- Short notes as well as detailed responses and explanations to current social media issues;
- Content for informational and educational material to be used and distributed during community outreach visits and roadshows as new services roll out;
- Flyers for special campaigns (tariff increase, behaviour, courtesy), route changes or refinements, road closures, new bus stops;

- Trip Tips for specific routes and areas, containing clear and understandable route descriptions and passenger tips, distributed ahead of changes, refinements or roll-outs;
- Customised school route maps in English and Afrikaans and facilitating translation into isiXhosa;
- Content of pole collars;
- Posters covering notifications and system information;
- Pocket guide with user information, route maps and timetables as and when required on request of the client;
- Content and constant updating of GIPTN system brochures in English and Afrikaans, facilitating translation into isiXhosa. Such system brochures include: Meet GO GEORGE; How to use the system; Understanding the system; Pedestrian safety; and the development of additional system brochures;
- Updating of Frequently Asked Questions (FAQ's) and answers;
- All relevant copywriting for events and functions, e.g. invitations, programmes, speech guidelines;
- Email correspondence to specific audiences about service issues, changes, or system news;
- All newspaper advertisements (e.g. roll-outs, refinements, tariff increases, temporary route changes for events, recruitment of champions, facts about GO GEORGE, holiday schedule changes, licence relinquishment, general awareness and goodwill);
- Interview script for GIPTN officials being interviewed on local radio stations;
- Daily live reads about current issues or general messages for local radio stations;
- Occasional detailed, technical contributions at request of national and/or international publications. Such are often centred around UA and other achievements of GO GEORGE;
- Marketing posters, pull-up banners and wall banners;
- Create and update website content copywriting for system maps; and
- Slide content for presentations as and when required upon request of the client.

3.10 EVENT AND CAMPAIGN MANAGEMENT

The successful bidder is expected to undertake the following:

- Develop strategy, plan and running order for events, exhibitions and/or activations;
- Identify service providers and stakeholders to be involved in marketing and communication event (artists, catering, logistics, VIP, security);
- Develop requests for quotations and tenders in line with the municipal procurement processes as it relates to marketing and communication as and when required;
- Liaise with the Municipality for purchase orders and payment, adhering to municipal supply chain processes;

- Compile and maintain database of all stakeholders;
- Manage the staff manning the GO GEORGE stall in the case of exhibitions;
- Manage GO GEORGE storeroom containing all marketing and branding equipment; and
- Ensure that all materials taken from storeroom are returned and accounted for on monthly stock sheet report.

3.11 MANAGEMENT OF LOST AND FOUND ITEMS

The successful bidder is expected to undertake the following:

- Communication of lost and found items to passengers; and
- Physical management of the lost and found items.

4. SERVICE PROVIDER REQUIREMENTS

The contracted firm, consortium or joint venture must constitute an established specialist marketing and communications firm with previous experience in marketing, communication and public engagement. Previous experience related to the marketing of public transport systems will be advantageous. The team as provided for in the pricing schedule must include local team members, as well as experts with similar and relevant experience and in-depth knowledge of the George Municipal Area context.

The tenderer will require the specific skills and experience listed below:

- Development of marketing strategies and plans;
- Public relations, liaison, and engagement;
- Stakeholder communications;
- Advertising;
- Knowledge of appropriateness of different media tools;
- Organisational skills;
- Creative design and art direction;
- Web design and use of interactive media;
- Experience in the field of transport will be an advantage;
- Project and client relationship management skills;
- Copywriting and editing;
- Facilitate translations (Afrikaans, English and isiXhosa);
- Production management;
- Knowledge of local conditions i.e. geographical, psychographic and behavioural information;
- Project management;
- Call Centre Management; and
- Personnel management.

The area of expertise of key individuals who are going to be deployed must be specified and be available to work on this project at any given time. No substitute of the service provider's local representative will be permitted unless by special arrangement with the George Municipality. The successful

company may only source certain key personnel from outside of the George area if required and approved by the Municipality. All other staff requirements must be sourced from within the George Municipal area.

Additionally, it is required that the successful bidder be willing to provide certain of the above components (such as Operational stand-by and communication, website and social media management services) after hours or outside normal office hours to align with the GO GEORGE operational hours which at times may vary. The information kiosk however operates on normal hours of 8am – 5pm) but these hours may be subject to variation if requested by the client.

The successful bidder will be required to, at the sole and absolute discretion of the Municipality, enter into a Service Level Agreement (SLA) with the George Municipality.

5. PROPOSAL PRESENTATION

Bidders must be available for 60 days after the tender closing date to present their marketing and communication proposals to the panel appointed by George Municipality to conduct the preliminary stage of the tender process. It must be specifically noted that this presentation may not include intellectual property (strategic or creative work). The presentation only aims to provide insight into the components of the bidder's proposal as George Municipality will not pay a pitch fee to any bidder or any other expenses incurred to by the bidders.

6. SPECIAL CONDITIONS APPLICABLE TO THIS BID

6.1. RESOURCING AND LOCAL SOURCING

- The amount of resources employed will be by written agreement with the Municipality and in terms of an upfront approved project plan.
- Additional resources may only be sourced from outside the George area where it is not available locally. First priority for sourcing must be from the GIPTN Affected Persons Register (APR). Where no such candidates can be sourced, prior written permission from the Municipality is required to source from outside the APR.
- The APR is the register developed by the Municipality of the individuals employed in the mini-bus taxi industry in George that have registered with the Municipality.
- The same applies to all materials and services to be sourced to fulfil the functions of the appointment. Prior approval of the George Municipality is required to source outside of the municipal area.
- All of the successful bidders' resources must have the requisite skill and experience required for this tender and be suitable qualified. Should the George Municipality require additional resources or more

suitable candidates then the successful bidder shall supply such. The Municipality may further request the successful bidder to remove any resources who do not comply with requirements.

- The successful bidder must provide prior written notification should any of its resources change and shall provide possible replacement candidates for assessment by the George Municipality prior to utilisation of such resources.
- All resources detailed in the tender must be available to work on this project at any given time. Substitutes will only be permitted if prior written approval of the Municipality has been obtained.

6.2. OPERATIONAL OFFICE

- The successful bidder must establish or have an established operational office in the George area. In the event that the new successful bidder does not already have an established office in George the bidder will be required to set up such an office within three (3) months of the award but must be in a position to provide the full suite of service required from day one of contract commencement.

6.3. GOVERNANCE AND REPORTING

- The successful bidder will be managed and directed by the appointed Contract Manager.
- The GIPTN Manager is the responsible Government official for all aspects of the GIPTN system and he/she must report to both the George Municipality and Western Cape Mobility Department on all aspects regarding the operation of the GIPTN, including marketing and communications.
- The George Municipal appointed Public Transport Oversight Official is the Contract Manager and responsible budget holder and reports to the GIPTN Management Committee (MANCO) and the Directorate for Civil Engineering Services under which department the GIPTN resides on the activities of the marketing and communication team.
- Therefore, the George Municipality's appointed Contract Manager, and the GIPTN Manager will meet with the successful bidder every two weeks or as required for a Status Meeting, which must be minuted with an agenda. A monthly calendar of events to be submitted, updated and discussed at this meeting.
- The successful bidder must submit a weekly status report (complaints, press releases, activations) to the GIPTN project team (distribution list will be provided) in a format determined by the George Municipality.

- The communications portion of the monthly report for MANCO must be compiled by the successful bidder subject to deadlines and review by the George Municipal appointed Contract Manager.
- The communications portion of the annual report must be compiled by the service provider subject to deadlines and review by the George Municipal appointed Contract Manager.
- All marketing and communication activities must be submitted to the George Municipal appointed Contract Manager with campaign and costing plan and will be subject to the necessary approval prior to comments of such activities.
- Media releases must be approved in accordance with predefined municipal communications processes and will officially be released by the George Municipal Communications Office following approval protocol.
- The successful bidder must adequately document (including successes, challenges, feedback and final costings) and record all such activities undertaken. These records will serve as proof of deliverables achieved and must be available at all times for inspection by the George Municipal appointed Contract Manager and/or GIPTN Manager in the form of an auditable portfolio of evidence. The agreed upon portfolio of evidence will be subject to the direction and requirements of the Municipality.
- The successful bidder must provide a monthly spreadsheet report of all items procured, all marketing collateral, and ad hoc media space procured.
- The successful bidder will familiarise themselves with the existing Standard Operating Procedures (SOPs) in place and adhere strictly to such SOPs. Any amendments and/or changes are welcomed and require approval from the George Municipal appointed Contract Manager who will submit to MANCO for final discussion and approval.
- Where additional SOPs are required for communications purposes, these are to be drafted in collaboration with the George Municipal appointed Public Transport Oversight Official and to follow the required approval process prior to implementation.
- The successful bidder is responsible for all minute-taking and agenda preparation activities related to regular report status meetings with the Municipality.

6.4. SYSTEMS AND SOFTWARE

- The software the successful bidder utilises must, where feasible, be compatible with that of the Municipality.

6.5. REMUNERATION AND DISBURSEMENTS

- Actual hours will depend on the specific project needs at the hourly rates provided. While consultants are remunerated based on a rate per hour, other staff will be remunerated based on a fixed monthly salary. The timing of activities may vary, subject to requirements of the system. It must be noted that the actual hours may fluctuate between periods of intense work and periods of less work.
- Actual hours worked and invoiced will be on a time and cost basis with all tasks being performed only on request and/or instruction from George Municipality, as and when required except for monthly salaried project team members.
- Customer Care staff and Communication Champions are remunerated by the last day of each month. The successful bidder will be responsible for payment of this remuneration during that 30-day period between invoicing and payment of the invoice.
- All printing and distribution costs will be handled through the standard municipal procurement processes. In exceptional circumstances marketing products and supplies may be handled as additional disbursements. The successful bidder will submit three (3) quotations together with a motivation for the preferred printer and distributor to the GIPTN Manager or the appointed municipal Contract Manager for approval. The approval must be obtained from the GIPTN Manager or appointed municipal contract manager prior to incurring such expenses. The successful bidder will at all times be responsible for the payment of any printing and distribution costs to the approved printer and distributor if such expenditure was incurred as an additional disbursement. Any disbursement not pre-approved will not be reimbursed to the successful bidder by the George Municipality.
- Travel related expenditure for meetings outside of George will be recovered at cost and will be with written approval of the GIPTN Manager or appointed municipal contract manager. This expenditure will need to be aligned to the municipal policies for travel and subsistence and related cost containment regulations.
- Any overtime due to salaried staff, as a result of the operational requirements for the contract, will be paid in terms of all prevailing legislation and will be with written approval of the GIPTN Manager or appointed municipal contract manager. Overtime which results from staffing issues or challenges experienced by the successful bidder and

which is in the control of the Service Provider will not be payable by George Municipality.

- Any other disbursement or ad-hoc expenses must be related to the scope of the project and must be pre-approved in writing by the GIPTN Manager or the Contract Manager. Any specialised skills required to be sourced, will be against the tendered rates and must first be pre-approved in writing by the Municipality. Any training required for new staff regarding the project will need written pre-approval and quotations if required; Any overtime due to staff, as a result of the operational requirements of the contract, will be paid in terms of all prevailing legislation and will be with the written pre-approval of the GIPTN Manager or the Contract Manager.

6.6. PAYMENTS AND INVOICING

- The successful bidder will agree on the contents and format of assignments and budgets with the Municipality prior to the commencement of any work activities.
- Budgets for all ad-hoc assignments will be agreed in writing between the Parties prior to commencing with any work activities.
- Invoicing runs on a calendar month and payment is 30 days after invoicing.
- The Municipality shall pay the successful bidder in accordance with the prices charged in the pricing schedule in the Tender Documents, within 30 (thirty) days of receipt of a tax invoice, provided that the services to which the tax invoice relates have been completed to the satisfaction of the Municipality.
- The following details must be reflected on the tax invoice forwarded to the Municipality by the successful bidder:
 - Name, address and VAT registration number of the Service Provider;
 - Banking details of the Service Provider;
 - Name and address of Municipality and the Municipality's VAT registration number;
 - Serial number and date of issue of the invoice;
 - Accurate description of the goods and/or the Services;
 - Quantity or volume of goods and/or the Services supplied;
 - Value of the supply, the amount of tax charged and the consideration of the supply (value and the tax);
 - VAT payable.

- The tax invoice referred to above shall be divided to reflect the establishment, consulting hours of seniors and junior staff, salaried staff, as well as disbursement costs and Ad Hoc Direct Disbursements.
- The Municipality will verify the correctness of a tax invoice. If the Municipality identifies any material discrepancies, the tax invoice will be referred back to the successful bidder, and the amount due will be payable within 30 (thirty) days from receipt of a correct invoice, provided that the services have been achieved to the satisfaction of the Municipality.
- In the event of an error, unverified or uncertified item on a monthly tax invoice, the Municipality shall be permitted to alter, certify or verify such item and make the amendments to future monthly tax invoice(s) submitted to the Municipality.

6.7. INFORMATION HANDLING

- All GIPTN Information is the property of the Municipality and must be made available to the Municipality, as reasonably required by the Municipality.
- The successful bidder shall store all GIPTN Information for a period of at least three (3) years, or for a period permitted in terms of applicable law, in a form and manner accessible to the Municipality and its service providers.
- The successful bidder must ensure that the Municipality retains ownership and custody of all electronic and hard copy designs, licenses, materials, publications, and documentation prepared for the Municipality.
- The successful bidder shall establish and maintain security measures to safeguard Personal Information being processed on behalf of the Municipality in accordance with the requirements of the POPI Act and the Municipality.

6.8. EQUIPMENT

- The Municipality shall provide the successful bidder with a workstation within the GIPTN Management Unit office (consisting of furniture and a computer with access to printer) and at the Hub Information kiosk.

6.9. SUBCONTRACTORS

- The successful bidder may subcontract services where specific skills or capacity is required and after receiving written approval from the Municipality.

6.10. PENALTIES

- The successful bidder acknowledges that penalties may be imposed by the Municipality for failure to deliver tasks on time or to an acceptable standard as agreed to in the specific work instruction. Penalties may also be imposed where work has been delivered but contrary to agreed plans or specifications.
- A penalty schedule and procedure will be discussed and agreed with the successful bidder within 3 months of appointment and be reduced to writing.
- Penalty notices will be issued by the GIPTN Manager or PTOO for each penalty, following which the successful bidder may contest such penalties. The decision to grant the penalty will be at the sole discretion of the George Municipality and a process for recourse will be established.
- Once penalties have been finalised, the successful bidder shall incorporate the penalties into the next tax invoice.

6.11. MARKETING AND REPUTATION

- The successful bidder shall not publish its rendering of services to George Municipality for marketing and advertising purposes or make or release any statements or material to the media or the public without the prior written consent of the Municipality.
- The successful bidder shall not do anything to adversely impact on or prejudice the Municipality's reputation in any way.

6.12. EXIT PLAN AND CONTINUITY

- On termination of this Agreement by either Party, the successful bidder will provide any assistance to the Municipality to ensure continued services during handover to another service provider, including provision of information, documents, advice or support to the George Municipality and any subsequent service provider.
- The successful bidder shall establish an exit plan within 6 months of appointment which will include a plan to manage transition to another service provider, including any training, handover, support and transfer of equipment, licenses or other resources.

FUNCTIONALITY SCORING

1. STAGES OF EVALUATION AND SCORING

Bid documents will be evaluated and scored as follows:

- **Stage 1: Functionality** – Tenders will be evaluated out of 80 points for technical, quality and capacity criteria and will be further evaluated in terms of Stage 2: Presentation.
- **Stage 2: Presentation** – Tenders will be further evaluated out of 20 points in the form of a physical presentation before being further evaluated in terms of Stage 3: Price and Preference.
- **Stage 3: Price and Preference** – Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals. Refer to the Tender Data for detailed breakdown of the evaluation process.

Bidders should supply examples of relevant work demonstrating local capacity and experience, highest quality and cost-effectiveness.

2. PROCUREMENT POINTS

| DESCRIPTION | POINTS |
|---|---|
| <i>Technical Proposal</i> | <i>100 points (min score = 80/100)</i> |
| • Functionality Scoring: Technical, Quality and Capacity criteria | 80 points (min score = 64/80) |
| • Presentation | 20 points (min score = 16/20) |
| <i>Financial Proposal</i> | <i>100 points</i> |
| • Financial offer / tender price | 80 points |
| • B-BBEE status & Specific Goals | 20 points |

Tenderers must score a minimum of 80 out of 100 points for the Technical Proposal (Functionality Scoring [minimum of 64 out of 80 points] + Presentation [minimum of 16 out of 20 points]) to be further considered for evaluation of Financial Proposal [80/20].

3. TECHNICAL PROPOSAL (FUNCTIONALITY SCORING): QUALITY, CAPACITY AND PRESENTATION EVALUATION CRITERIA

Bid documents should provide the following information:

| # | Evaluation Criteria | Max. Points | Points Allocation | | | Score |
|----|--|-------------|-----------------------------|------------------------------|----------------------------------|-------|
| 1. | Company credentials and locality | 5 | | | | |
| | <ul style="list-style-type: none"> How long has the company been providing communications and marketing services as defined in the tender scope? Provide evidence to support this. | 5 | 0 - 5 years (3 points) | 6 - 9 years (4 points) | 10 years + (5 points) | |
| 2. | Resource plan | 20 | | | | |
| | <ul style="list-style-type: none"> Skills should link to the tender scope (sections 3.1 to 3.11) and should include: Media project and production management, brand management, awareness creation, client service, art direction, copywriting, design and layout, translation, proofreading, website and social media management, media liaison, direct marketing. Provide a summary table of each project team member and their relevant skills in terms of the tender scope. Provide detailed CVs of each project member, clearly indicating these key skills. | 15 | 25% (3.75 points) | 60% (9 points) | 100% (15 points) | |
| | <ul style="list-style-type: none"> The following project team skills are considered to be key project management and communications strategy, media relations, public liaison and community engagement, copywriting and editing, and customer care. Provide a summary table indicating which team member is the most experienced in each of the above key skills and clearly indicate the collective years' experience across these most experienced members. | 5 | 0 - 5 years (2 points) | 6 - 9 years (3 points) | 10 years + (5 points) | |
| 3. | Relevant experience | 15 | | | | |
| | <ul style="list-style-type: none"> Describe the project team's previous experience working for government or govt entities. Clearly indicate this previous experiences in the CVs provided. | 5 | 1 - 2 projects (1 point) | 3 - 4 projects (3 points) | 5 or more projects (5 points) | |
| | <ul style="list-style-type: none"> Describe the project team's previous experience working on similar or other transport-related projects. Clearly indicate this previous | 5 | 1 project (1 point) | 2 - 3 projects (3 points) | 4 or more projects (5 points) | |

| # | Evaluation Criteria | Max. Points | Points Allocation | | | Score |
|-----------|---|-------------|------------------------------|---------------------------|-------------------------------|-------|
| | <p>experiences in the CVs provided.</p> <ul style="list-style-type: none"> Describe the marketing and communication projects in the last 5 years you consider to be relevant (include project name, services provided, completion dates, budget, client contact). | 5 | 1 project (1 point) | 2 - 3 projects (3 points) | 4 or more projects (5 points) | |
| 4. | Creative approach (expertise) | 15 | | | | |
| | <ul style="list-style-type: none"> Describe your approach to marketing and communicating the public transport service, taking in to account the existing documentation (as detailed in section 2.4 of the tender scope) and collateral. Appropriateness will be considered in terms of cost-effectiveness, target audiences identified, estimated reach per target audience and preferred channels of communication for the GIPTN public transport service. | 15 | Least Appropriate (4 points) | Appropriate (9 points) | Most Appropriate (15 points) | |
| 5. | Operational plan | 10 | | | | |
| | <ul style="list-style-type: none"> Describe your approach to managing this account and ensuring efficient client service and quality media outputs, inclusive of your planned project governance. Appropriateness will be considered in terms of client feedback, budget management, client instructions and decisions handling, and client satisfaction. | 10 | Least Appropriate (2 points) | Appropriate (6 points) | Most Appropriate (10 points) | |
| 6. | Proposal format | 15 | | | | |
| | <ul style="list-style-type: none"> Overall quality of proposal – consider legibility, ease of finding information, look and feel and overall layout. | 10 | Poor (1 point) | Average (7 points) | Good (10 points) | |
| | <ul style="list-style-type: none"> Additional information provided that is relevant to the tender. Appropriateness will be considered in terms of relevancy to Government, public transport, and transport projects, with preference to transport and public transport. | 5 | Least Appropriate (1 point) | Appropriate (3 points) | Most Appropriate (5 points) | |
| 7. | Presentation | 20 | | | | |
| | <ul style="list-style-type: none"> Overall impression – consider professionalism in presenting, use of audio-visuals, appearance, extent of team involvement. | 5 | Poor (1 point) | Average (3 points) | Good (5 points) | |
| | <ul style="list-style-type: none"> Understanding of need – this should clearly align with the tender scope and should consider all | 10 | Poor (2 points) | Average (6 points) | Good (10 points) | |

| # | Evaluation Criteria | Max. Points | Points Allocation | | | Score |
|---------------------|--|-------------|-------------------|--------------------|-----------------|-------|
| | functional elements and targeting of stakeholders | | | | | |
| | <ul style="list-style-type: none"> Quality of information – information should be applicable, accurate and relevant | 5 | Poor (1 point) | Average (3 points) | Good (5 points) | |
| TOTAL POINTS | | 100 | | | | |

4. AWARD OF CONTRACT

The bidder obtaining the highest number of points (80/20) and complies with the technical requirements/tender conditions will be awarded the contract. Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.

Points scored must be rounded off to the nearest 2 decimal places. If two or more **tenders** have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE and Specific Goals.

However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE & Specific Goals, the successful bid must be the one scoring the highest score for functionality.

PRICING SCHEDULE

1. PRICING SCHEDULE COMPONENTS

The pricing schedule is divided into the following four components:

- Component 1: Establishment costs
- Component 2: Consultant hourly rate and fixed salary of other support staff
- Component 3: Costed monthly disbursements
- Component 4: Payroll handling fee

Each component per the pricing schedule provided below must be costed separately. George Municipality may decide to implement all the components provided per the pricing schedule, or only a selected number of components.

2. PRICING SCHEDULE FORMAT AND VALIDITY

- Bidders must submit a financial offer in the below format, and no additional columns or components will be considered.
- **The offer submitted by bidders to be valid for 120 days.**
- Bidder must quote for each line and column for all items in the pricing schedule. Failure to quote as stated will result in a bid not being considered for evaluation.

3. IMPORTANT PRICING CONSIDERATIONS

- For evaluation of Component 2, George Municipality requires a rate per hour and has provided a quantity of hours per task for tender evaluation purposes only, as it relates to junior and senior consultants, while the actual hours will depend on the

specific project needs at the hourly rates provided below. While consultants are remunerated based on a rate per hour, other staff will be remunerated based on a fixed monthly salary. The timing of activities may vary, subject to requirements of the system. It must be noted that the actual hours may fluctuate between periods of intense work and periods of less work.

- Actual hours worked and invoiced will be on a time and cost basis with all tasks being performed only on request and/or instruction from George Municipality, as and when required except for monthly salaried project team members.
- Invoicing runs on a calendar month and payment is 30 days after invoicing.
- Customer Care staff and Communication Champions are remunerated by the last day of each month. The successful bidder will be responsible for payment of this remuneration during that 30-day period between invoicing and payment of the invoice.
- Marketing and communication products and supplies should not be included in the rates provided above. All printing and distribution costs will be handled through the standard municipal procurement processes. In exceptional circumstances marketing products and supplies may be handled as additional disbursements. The Service Provider will submit three (3) quotations together with a motivation for the preferred printer and distributor to the GIPTN Manager or the appointed municipal Contract Manager for approval. The approval must be obtained from the GIPTN Manager or appointed municipal contract manager prior to incurring such expenses. The Service Provider will at all times be responsible for the payment of any printing and distribution costs to the approved printer and distributor if such expenditure was incurred as an additional disbursement. Any disbursement not pre-approved will not be reimbursed to the successful bidder by the George Municipality.
- Travel related expenditure for meetings outside of George will be recovered at cost and will be with written approval of the GIPTN Manager or appointed municipal contract manager. This expenditure will need to be aligned to the municipal policies for travel and subsistence and related cost containment regulations.
- Any overtime due to salaried staff, as a result of the operational requirements for the contract, will be paid in terms of all prevailing legislation and will be with written approval of the GIPTN Manager or appointed municipal contract manager. Overtime which results from staffing issues or challenges experienced by the service provider, and which is in the control of the Service Provider will not be payable by George Municipality.
- Rates received will be compared against the latest South African Freelance Media Industry Rates Report.

4. PRICING SCHEDULE

Pricing Component 1: Establishment costs

| Item | Description | Once off rate Excluding VAT (Year 1) |
|------|---------------------------|---|
| 1.1 | Training | R |
| 1.2 | Uniform | R |
| 1.3 | Recruitment | R |
| 1.4 | Administrative tasks | R |
| | Total: Component 1 | R |

No other establishment costs will be paid other than those priced in the schedule. Establishment costs are subject to the written approval of the GIPTN Manager or appointed George Municipal Contract Manager.

Pricing Component 2: Consultant hourly rate and fixed salary of other support staff
(Please note that all weekly hours or number of persons have been inserted for tender evaluation purposes only and do not necessarily accurately reflect the quantities required)

| Task | Component | | Monthly Rate per person or unit | Hours Weekly / Number of Persons | Hourly Rate Excluding VAT (Year 1) | Hourly Rate Excluding VAT (Year 2) | Hourly Rate Excluding VAT (Year 3) |
|------|---|--------------|---------------------------------|----------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 2.1 | Project Management and Strategic Planning | Senior Staff | | 30 | R | R | R |
| | | Junior Staff | | 10 | R | R | R |
| 2.2 | Communications and Operational Support | Senior Staff | | 30 | R | R | R |
| | | Junior Staff | | 10 | R | R | R |
| 2.3 | Advertising Campaign | Senior Staff | | 20 | R | R | R |
| | | Junior Staff | | 10 | R | R | R |
| 2.4 | Direct Marketing and Exhibitions | Senior Staff | | 15 | R | R | R |
| | | Junior Staff | | 5 | R | R | R |
| 2.5 | Operational Information | Senior Staff | | 25 | R | R | R |
| | | Junior Staff | | 10 | R | R | R |
| 2.6 | Customer Care Call Centre and Info Kiosk Management | Senior Staff | | 10 | R | R | R |
| | | Junior Staff | | 5 | R | R | R |

| Task | Component | | Monthly Rate per person or unit | Hours Weekly / Number of Persons | Hourly Rate Excluding VAT (Year 1) | Hourly Rate Excluding VAT (Year 2) | Hourly Rate Excluding VAT (Year 3) |
|-------|--|--------------|---------------------------------|----------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 2.6.1 | Call Centre and Information Kiosk Supervision | | R | 1 | R | R | R |
| 2.6.2 | Call Centre and Information Kiosk Staff | | R | 8 | R | R | R |
| 2.6.3 | Community Liaison Officer | | R | 2 | R | R | R |
| 2.6.4 | Communication Champions Management | Senior Staff | | 10 | R | R | R |
| | | Junior Staff | | 5 | R | R | R |
| 2.6.5 | Communication Champions Supervision | | R | 2 | R | R | R |
| 2.6.6 | Communication Champions (aligned to the South African Minimum Wage Rate) | | R | 40 | R | R | R |
| 2.7 | Website Development and Management | Senior Staff | | 10 | R | R | R |
| | | Junior Staff | | 5 | R | R | R |
| 2.8 | Social Media Management and Support | | R | 1 | R | R | R |
| | Total: Component 2 | | | | | | |

The allocated staff quantities will be subject to the written approval of the GIPTN Manager or appointed municipal contract manager. The rate and quantity multiplied will provide the monthly total per staff category.

Pricing Component 3: Costed monthly disbursements

| Item | Description | Rate monthly Excluding VAT (Year 1) | Rate monthly Excluding VAT (Year 2) | Rate monthly Excluding VAT (Year 3) |
|---------------------------|--|---|---|---|
| 3.1 | Office Rental and Storage for marketing material | R | | |
| 3.2 | Vehicle / Transport After hours per person | R | | |
| 3.3 | IT Support and software (including Website hosting and domain hosting) | R | | |
| 3.4 | Payroll administration and accounting costs (rate per employee) | R | | |
| 3.5 | Telecommunications costs monthly | R | | |
| Total: Component 3 | | R | | |

Any disbursements that are not listed in the table above will be subject to approval by the GIPTN Manager or appointed municipal Contract Manager.

Pricing Component 4: Payroll handling fee

| Item | Description | Percentage Excluding VAT (Year 1) | Percentage Excluding VAT (Year 2) | Percentage Excluding VAT (Year 3) |
|------|--|-----------------------------------|-----------------------------------|-----------------------------------|
| 4.1 | Handling fee for payroll related expenditure | % | | |

TOTALS

| Item | Description | Total Excluding VAT (Year 1) | Total Excluding VAT (Year 2) | Total Excluding VAT (Year 3) |
|------|---|------------------------------|------------------------------|------------------------------|
| 1. | Pricing Component 1: Establishment costs | R | | |
| 2. | Pricing Component 2: Consultant hourly rate and fixed salary of other support staff | R | R | R |
| 3. | Pricing Component 3: Costed monthly disbursements | R | R | R |
| 4. | Pricing Component 4: Payroll handling fee | R | R | R |
| | Subtotals | R | R | R |
| | 15% VAT | R | R | R |
| | TOTALS | R | R | R |
| | TOTAL OVER 3 YEARS | R | | |

PAST EXPERIENCE

This schedule is compulsory to complete!

Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

| Employer | Nature of Work | Value of Work | Duration and Completion Date | Employer Contact Number |
|-----------------|-----------------------|----------------------|-------------------------------------|--------------------------------|
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Date

Signature of Tenderer

THE TENDER OFFER

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

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

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

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

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

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

Physical Address: _____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR JF KOEGELENBERG**

Signature: _____

Capacity: **DIRECTOR: CIVIL ENGINEERING SERVICES**

Date: _____

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

TAX COMPLIANCE INFORMATION

PART A

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

PART B TERMS AND CONDITIONS FOR BIDDING

| | | |
|--|-----|----|
| 1. TAX COMPLIANCE REQUIREMENTS | | |
| 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. | | |
| 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | | |
| 1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . | | |
| 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2. | | |
| 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. | | |
| 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. | | |
| 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | | |
| 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box] | | |
| 2.1 Is the entity a resident of the Republic of South Africa (RSA)? | YES | NO |
| 2.2 Does the entity have a branch in the RSA? | YES | NO |
| 2.3 Does the entity have a permanent establishment in the RSA? | YES | NO |
| 2.4 Does the entity have any source of income in the RSA? | YES | NO |
| 2.5 Is the entity liable in the RSA for any form of taxation? | YES | NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE. | | |

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

DECLARATION OF INTEREST

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

| | | |
|------------------------|---|------------------------|
| <p>3.9 3.9.1</p> | <p>Have you been in the service of the state for the past twelve months? If so, furnish particulars.</p> | <p>YES / NO</p> |
| <p>3.10 3.10.1</p> | <p>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:</p> | <p>YES / NO</p> |
| <p>3.11 3.11.1</p> | <p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:</p> | <p>YES / NO</p> |
| <p>3.12 3.12.1</p> | <p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p> | <p>YES / NO</p> |

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

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

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

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, provide particulars.

.....
.....

.....
.....

4 Will any portion of goods or services be sourced from outside***YES / NO** the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars.

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price;
 - (b) BBBEE; and
 - (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

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

4.1.1 Points awarded for B-BBEE Level of Contributor

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

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

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

4.1.2 Points awarded for Specific Goals

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

| Locality of Tenderer's Office | Number of points (80/20 system) | Number of points (90/10 system) |
|---|---------------------------------|---------------------------------|
| Within the boundaries of George Municipality | 10 | 5 |
| Within the boundaries of the Garden Route District Municipality | 6 | 3 |
| Within the borders of the Western Cape | 4 | 2 |

| | | |
|---|---|---|
| Outside the borders of the Western Cape | 2 | 1 |
|---|---|---|

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

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

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

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

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

5. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**T/ING/006/2023 – APPOINTMENT OF A PROFESSIONAL TEAM TO
PROVIDE MARKETING AND COMMUNICATION SERVICES FOR THE
GEORGE INTEGRATED PUBLIC TRANSPORT (GIPTN) FOR A PERIOD
OF THREE (3) YEARS**

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of Bidder |

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

| |
|--------------------------------------|
| Tender Number: T/ING/006/2023 |
| Name of the Bidder: _____ |

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

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

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

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) |
|-------------------------------------|-----------------|--|-----------------------------|
| | | | |
| | | | |
| | | | |

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2023

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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23. Termination for default
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General Conditions of Contract

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

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

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

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

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

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

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

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

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

8. Inspections, tests and analyses:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

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

19. Assignment:

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts:

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties:

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

23. Termination for default:

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
 - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.