



**LEJWELEPUTSWA DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SOURCE FUNDING ON BEHALF OF LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR THE PROVISION OF EVENTS MANAGEMENT AND RELATED SERVICES FOR BIG EVENTS FOR A PERIOD OF 3 YEARS**

**RFP 154/03/2024**

**TENDER SUBMITTED BY:**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

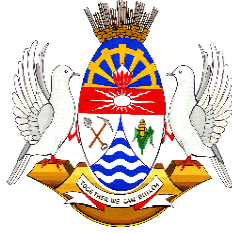
Telephone Number \_\_\_\_\_

Tender Amount (Including VAT) **N/A** \_\_\_\_\_

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
<p><b>LEJWELEPUTSWA DISTRICT MUNICIPALITY</b></p> <p><b>Physical Address:</b> Corner Jan Hofmeyer and Tempest Road Welkom 9460</p> <p><b>Postal Address:</b> P.O. Box 2163 Welkom 9460</p> <p><b>Telephone: 057 108 5000</b></p>	<p><b>LED, TOURISM &amp; PLANNING DEPARTMENT</b></p> <p><b>LEJWELEPUTSWA DISTRICT MUNICIPALITY</b> <b>Physical Address:</b> Corner Jan Hofmeyer and Tempest Road Welkom 9460</p> <p><b>Contact Person: Mr. E Lesenyeho</b> <b>Email: eddie@lejwe.co.za</b></p>

**CLOSING DATE: 19 APRIL 2024**

**CLOSING TIME: 12:00 pm**



**LEJWELEPUTSWA DISTRICT MUNICIPALITY**  
**Office of the District Municipal Manager**

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**TENDER INVITATION**  
**REQUEST FOR PROPOSAL**

**RFP NO. 154/03/2024: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SOURCE FUNDING ON BEHALF OF LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR THE PROVISION OF EVENTS MANAGEMENT AND RELATED SERVICES FOR BIG EVENTS FOR A PERIOD OF 3 YEARS.**

The Lejweleputswa District Municipality seeks professional services providers to establish a panel of suitably qualified and experience events management companies to raise funds, manage and coordinate large scale events such SMME development summits and conferences, sports and cultural festivals, Imbizo, Mayoral events and project launches at risk.

**The Following Conditions will apply:**

- This proposal will be evaluated in terms of the **80/20** preference point system in terms of LDM Preferential Procurement Policy of 2022 and Supply Chain Management Policy, and for this purpose the **MBD1, MBD4, MBD6.1, MBD8** and **MBD9** must be scrutinized, completed and submitted together with your proposal. **Non-adherence to this request will lead to disqualification.**
- In order to claim preference points for specific goals. **1. B-BBEE** (10) a valid original or certified B-BBEE status level verification certificate (SANAS accredited) or a sworn affidavit completed on the DTI format must be submitted to validate the claim. **2. Locality** (10) The tenderer shall submit a Municipal Billing Clearance Certificate/municipal rates and service charges statement (not in arrears for more than 90 days), if renting a lease agreement and owner's copy of up-to-date municipal rates and service charges (not in arrears for more than 90 days). Should the tenderer not be based in the Lejweleputswa District Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he/she is based.
- A valid SARS Tax Clearance Certificate and the tax compliance status pin to be submitted. It is the responsibility of the bidder to ensure that the company's Tax Status remains **compliant** at **ALL** times.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The validity period for submission must be **90 days** from the closing date.
- A tender offer not satisfying the stated eligibility criteria will be eliminated.
- Tenders that are deposited in the incorrect tender box or delivered at any other venue will not be considered.

Tender Adjudication/Evaluation Criteria: The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria: -

**NB:** No proposals will be considered from the person in the service of the state.  
No late proposals will be considered.

**Enquiries:** Technical matters - **Mr. E Lesenyeho** ([eddie@lejwe.co.za](mailto:eddie@lejwe.co.za))  
SCM matters – **Mr. M Macholo** ([malemoha@lejwe.co.za](mailto:malemoha@lejwe.co.za))

Completed tenders in a **sealed** envelope endorsed “**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SOURCE FUNDING ON BEHALF OF LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR THE PROVISION OF EVENTS MANAGEMENT AND RELATED SERVICES FOR BIG EVENTS FOR A PERIOD OF 3 YEARS**”, must be placed in the Tender Box Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 or posted to PO Box 2163, Welkom, 9460 on or before **Friday, 19 April 2024 at 12:00 pm**

Tender documents will only be obtained from the **municipal website** ([www.mylejweleputswa.co.za](http://www.mylejweleputswa.co.za)) and on e-**Tender**.

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**Mr. ML MAKHETHA**  
**DISTRICT MUNICIPAL MANAGER**

## TABLE OF CONTENTS

SECTION	DESCRIPTION
<b><u>THE TENDER</u></b>	
<b>PART 1</b>	<b>TENDERING PROCEDURES</b>
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Evaluation Criteria
<b>PART 2</b>	<b>RETURNABLE DOCUMENTS</b>
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
<b>PART 3</b>	<b>SCOPE OF WORK</b>
C3.1	Employer's Objective
C3.2	Background
C3.3	Scope of Work

## **PART A (OF 2): TENDERING PROCEDURES**

**T1.1  
Tender Notice and Invitation to Tender**

**T1.2  
Tender Data**

**T1.3  
Evaluation Criteria**

**TENDER NOTICE/ INVITATION TO BID – MBD 1  
PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEJWELEPUTSWA DISTRICT MUNICIPALITY**

BID NUMBER:	RFP 154/03/2024	CLOSING DATE:	19 APRIL 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SOURCE FUNDING ON BEHALF OF LEJWELEPUTSWA DISTRICT MUNICIPALITY FOR THE PROVISION OF EVENTS MANAGEMENT AND RELATED SERVICES FOR BIG EVENTS FOR A PERIOD OF 3 YEARS				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT **Corner Jan Hofmeyer and Tempest Road, Welkom, 9460**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/>	B-BBEE STATUS LEVELSWORN AFFIDAVIT		Yes	
	No <input type="checkbox"/>			No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR 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?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	<b>R N/A</b>
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	FINANCE/SCM	DEPARTMENT	LED, Tourism & Planning
CONTACT PERSON	Mr. M Macholo	CONTACT PERSON	Mr. E Lesenyeho
E-MAIL ADDRESS	malemoha@lejwe.co.za	E-MAIL ADDRESS	<a href="mailto:eddie@lejwe.co.za">eddie@lejwe.co.za</a>

**PART B**

**TERMS ANTD CONDITIONS FOR BIDDING**

**1. BID SUBMISSION**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIALPROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 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.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES  NO
- 3.5. 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 2.3 ABOVE.**

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

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

**DECLARATION OF INTEREST – MBD 4**

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 any offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<b>3.1</b>	<b>Full Name of Bidder/ Representative</b>		
<b>3.2</b>	<b>Identity Number</b>		
<b>3.3</b>	<b>Position Held in Company E.g. Director</b>		
<b>3.4</b>	<b>Company Registration Number</b>		
<b>3.5</b>	<b>Tax Reference Number</b>		
<b>3.6</b>	<b>VAT Registration Number</b>		
3.7	The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.		
3.8	Are you presently in the service of the State?	Yes	No
3.8.1	If so, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	Yes	No
3.9.1	If so, furnish particulars		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If so, furnish particulars		



3.11	Are you aware of any relationship (family, friend, other) between bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If so, furnish particulars		
3.12	Are any of the company's director, managers, principle shareholders or stakeholders in service of the state:	Yes	No
3.12.1	If so, furnish particulars		
3.13	Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If so, furnish particulars		
3.14	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?	Yes	No
3.14.1	If so, furnish particulars		

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

**5. \*MSCM Regulations: "in the service of the state" means to be –**

- (a) A member of –
  - (i) any municipal council:
  - (ii) any provincial legislature: or
  - (iii) the national Assembly or the national Council of provinces:
- (b) a member of the board of directors of any municipal entity
- (c) an official of 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 N° 1 of 1999):
- (e) a member of the accounting authority of any national or provincial public entity: or
- (f) An employee of Parliament or a provincial legislature

**6. DECLARATION**

I, the undersigned (name.....), certify that the information furnished in paragraph 3 is correct.

I accept that the State may act against should this declaration prove to be false.

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

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

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

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

**1. GENERAL CONDITIONS**

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS – B-BBEE	10
SPECIFIC GOALS – LOCALITY	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 in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other

method envisaged in legislation;

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender

documents, stipulate in the case of—

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

**8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8**

1. This Municipal Bidding Document must form part of the 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 an improper conduct in relation to such system;
  - (b) been convicted for fraud or corruption during the past five (5) years;
  - (c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) 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	Response	
4.1	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?  <b>(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)</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.1.1	If so, furnish particulars		
4.2	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 Corrupt Activities Act (No. 12 of 2004)?  <b>(To access this Register enter the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445)</b>	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 (5) years?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
4.3.1	If so, furnish particulars		
.4	Does the bidder or any of its directors owe any municipal rates and taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) months?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <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 the State terminated during the past five (5) years on account of failure to perform or comply with the contract?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
4.5.1	If so, 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.

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			



## **9. CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids 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). 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 (MBD 9) must be completed and submitted with the bid:

**Includes price quotations, advertised competitive bids, limited bids and proposals.**

**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:

\_\_\_\_\_ (Name of Bidder)  
Bid Number and Description) in Response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

every respect: I certify, on behalf of: \_\_\_\_\_

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>9</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**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.**

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.

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

**PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS**

The tenderer is to affix to this page either:

- 1) Proof that they are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. **Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.**; or
- 2) Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter from the landlord** (not older than three months) stating that no levies are in arrears (*only if applicable*); or

Note:

- Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
- Statement must not be older than three months from the closing date of this tender.

I, \_\_\_\_\_,  
 (Full name in block letters) the undersigned, 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 in respect of which payment is overdue for more than 90 days (30 days if the tender price exceeds R10 Million).

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

**AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for Company**

I,.....,chairperson of the board of  
 .....hereby, confirm that by  
 resolution of the board (copy attached) taken on.....20..... ,

Mr/Ms .....acting in the capacity of .....

was authorized to sign all documents in connection with this tender for **RFP No.154/03/2024** and any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as  
 ....., hereby authorize

Mr/Ms ....., acting in the capacity of .....

....., to sign all documents in connection with this tender For **RFP NO. 154/03/2024** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ..... , authorized signatory of the company..... , acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No. **RFP 154/03/2024** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

**BEE RATING CERTIFICATE**

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims,
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 5 or 10 for B-BBEE,
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.
4. AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies
  - a. Tenderers other than EMEs
    - i. Verification agencies accredited by SANAS; or
  - b. Tenderers who qualify as EMEs (total revenue of R10 million or less)
    - i. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

**(Attach a valid BEE Rating Certificate behind this page.)**

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

**BANKING DETAILS**

It is the policy of the LEJWELEPUTSWA District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

<b>ACCOUNT HOLDER</b>	
<b>NAME OF BANK</b>	
<b>ACCOUNT NUMBER</b>	
<b>ACCOUNT TYPE</b>	
<b>BRANCH NAME</b>	
<b>BRANCH CODE</b>	
<b>BRANCH CONTACT PERSON</b>	
<b>PHONE NUMBER</b>	

I/we hereby request and authorize the LEJWELEPUTSWA District Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the LEJWELEPUTSWA District Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

**Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).**

**FOR BANK USE ONLY**

I/we hereby certify that the details of our clients bank account as indicated above is correct:  .....  AUTHORIZED SIGNATURE(S)	OFFICIAL DATE STAMP
---	---------------------



**JOINT VENTURE AGREEMENT**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ...., authorized signatory of the ..... company, close corporation or partnership

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

- o Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
- o An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;
- o A consolidated valid and original or certified copy of their B-BBEE Status level verification certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
- o Bank rating of all parties of the Joint Venture/Consortium or the bank rating of the joint venture bank account– if applicable;
- o Letter of "Good standing" from the Entity's Financial Institution (Bank) of all parties of the Joint Venture/Consortium– if applicable;

- Proof of good standing with municipal accounts of all parties of the Joint Venture/Consortium;
- Declaration of interest of all parties of the Joint Venture/Consortium;
- Declaration of bidder's past supply chain management practices of all parties of the Joint Venture/Consortium;
- Certificate of independent bid determination of all parties of the Joint Venture/Consortium.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

**SCHEDULE OF PROPOSED SUB-CONTRACTORS: SUPPLIER DEVELOPMENT AND PROMOTION OF EMERGING OF BLACK OWNED SERVICE PROVIDERS**

Lejweleputswa District Municipality promotes enterprise development in this regard, successful bidders are encouraged to mentor SMME's and/or youth owned businesses. The implications of such arrangement will be subject to negotiations between Lejweleputswa DM and the successful bidder.

It is also the objective of the Lejweleputswa DM to promote transformation of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this bid would be undertaken by black owned entities. 8.3 To give effect to this requirement, bidders are required to submit a partnership/ subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

**The tenderer shall list below any sub-contractors he wishes to employ to carry out parts of the work.**

**The acceptance of his tender Shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of the work shall remain final and binding.**

No	Proposed contractor	sub-	Part or type of work	Address of proposed subcontractor	Contact details	Percentage Value of work (R/%)

Bidders are requested to furnish certified copies of the proposed sub-contractor's CK certificate, copy of municipal statement, BEE rating certificate as well as certified copies of the owner's identity Documents along with this tender.

**SIGNED ON BEHALF OF TENDERER: .....**

**EXPERIENCE OF THE TENDERER**

The following is a statement of work of a similar nature (e.g. themed, " Festival" event management, Marketing and PR, Multi-Media and Branding, event logistics, SMME summits and conferencing, tourism and hospitality, food service management, event administration services) successfully executed by myself/ourselves within the past 10 years with a minimum value of R250 000.00

Employer contact person and telephone number	Description of work	Value of work (inclusive of VAT)	Completion date
Client			
Contact person			
Tel			
Email			
Client			
Contact person			
Tel			
Email			
Client			
Contact person			
Tel			
Email			

Bidders must have specific experience and submit reference letters (in form of written roof on organizations letterhead including relevant contact person, nature of the service rendered, contract amount, commencement date, telephone number, fax number and email addresses of a similar work undertaken.

**SIGNATURE:**

**DATE**

.....

.....

(Person authorized to sign on behalf of the tenderer)

**REFERENCE LETTERS**

- Bidders must have **specific experience** (E.g. events management Services) and submit recent references (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

Reference Letters must make reference to the nature of the works or services undertaken as well as the total value of the works executed by the bidder.

Reference Letters are to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official) and dated.

**Bidders are to note that appointment letters/purchase orders will not be accepted in lieu of reference letters.**

Clients may further include on such written references their rating of the Bidder according to any of the following criteria:

- i. Turn-around times
- ii. Quality of feedback
- iii. Accessibility and availability
- iv. Reliability
- v. Customer satisfaction

Attach Letters of Reference to this page.

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

## ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer must be compliant in their tax matters with the South African Revenue Services (SARS).
2. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
3. The tenderer has not:
  - i. abused the Employer's Supply Chain Management System; or
  - ii. failed to perform on any previous contract and has been given a written notice to this effect.
4. The tenderer is registered on the Central Supplier Database.
5. The tenderer is not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
6. A Joint-Venture Agreement, if applicable, is submitted with tender.
7. Tenderers are required to submit a minimum of three written testimonials from clients to substantiate their ability to undertake the required services, proof in providing event management and/or related services within the past 10 years with a minimum value of R 250,000-00.
8. Bidders must be registered with recognized professional body/association recognized by the industry/sector, i.e., South African Association for the Conference Industry (SAACI) and/or Exhibition Association of Southern Africa (EXSA), FEDHASA, PRISA or any relevant association recognized by the industry
9. Bidders must be registered or have certification of compliance in the food service health and safety, compliance with the Occupational Health and Safety Act of 85 of 1993, in relation to the Comply with the requirements of "Regulation 638" of the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and obtain Certificate of Acceptability (CoA), at least 2 months after appointment
10. Bidders must in terms of Food Preparation, supply and delivery in line with food quality standards hold or show proof of a process of acquiring compliance certificate from any recognized institution, i.e, ISO 22000 or ISO 90001, food handling certificate issued by the municipality, at least 1 month after the appointment.
11. Proof of registration must be submitted with the bid submission, and failure to do so will result in disqualification of the bid.
12. The following schedules are fully completed and signed:
  - i. Invitation to bid – MBD 1

- ii. Declaration of interest – MBD 4
- iii. Preference points claim form – MBD 6.1
- iv. Declaration of bidder's past supply chain management practices - MBD 8
- v. Certificate of independent bid determination – MBD 9
- vi. Proof of good standing with municipal accounts
- vii. Authority for signatory
- viii. Joint venture agreement (if applicable)

**COMPANY PROFILE**

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- Quality Management Plan (if any)
- **Proof of Registration with industry relevant associations/ authorities**
- **Details of Project team - CV and certified Qualification Certificates to be attached**

**NB:** Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

**(Attach Company Profile to this page).**

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			



**CENTRAL SUPPLIER DATABASE REGISTRATION**

<b>Name of Tenderer</b>	
<b>Supplier Number</b>	

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralizing government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

## SCOPE OF WORKS

The municipality requires the services of duly experienced and knowledgeable service providers, who will be expected to source funds on behalf of the municipality, plan, conceptualize, organize, implement and manage events as prioritized by the municipality.

### **TERMS OF REFERENCE FOR THE ESTABLISHMENT OF AN EVENTS MANAGEMENT PANEL**

#### **1. PURPOSE**

The purpose of this bid is to appoint a panel of events management companies to source funding on behalf of Lejweleputswa District Municipality for the provision of events management and related services for big events for a period of 3 years.

Faced by a perilous economic environment and financial constraints, the municipality seeks to enlist competent service provider to undertake events management function and solicit funding arrangements/agreements and therein unlocking several economic potential and stabilizing the business environmental through events investments.

Hosting of Events that promotes tourism, cultural cohesion, SMME development and business investment, recreational and tourism infrastructure as a key catalyst driver, to faster economic growth, employment and poverty alleviation and has cascading or ripple effects to the economy due to its strong linkages with the creative sector.

Noting the Municipality's move to achieving its service delivery mandate, the intention is to increase its current capacity and functionality towards a position to compete adequately with other districts.

Furthermore, emphasis is to be placed on competing in a global marketplace, with the pressures and demands associated with a developing economy. For the post-apartheid cities of South Africa, globalization has meant increased competition with other cities and changes in the nature of production and work,

Service delivery imperatives have been largely hampered by lack of funding.

The potential of the district is extremely favourable if the challenge of funding is removed, therefore we are calling for proposals on events management and fundraising initiatives to assist the district with sponsorships for hosting of sustainable high impact events and related recreational facilities infrastructure development.

The municipality is cognizance of the significant impact on communities lest it focus on fostering job creation, stimulating tourism, and celebrating sport, art, culture and heritage. SMME development, records a significant role to change the local unpleasant socio-economic landscape.

The conceptualization, planning and presentation of mega events comes as an enabler or catalyst for strategic socio-economic development in the different areas of the district's service delivery mandate, and contributes to the achievement of the vision and goals of the region and to an extent the Free State Province.

Events management by their catalytic nature, ensures great impact on job creation, industry service excellence, economic and social investment. They catalyze upstream and downstream economic and social activities.

Enlisted as legislated powers and functions of the district is the management of:

- Municipal health services
- Municipal airports
- Municipal solid waste and disposal sites
- Local sports facilities

### **LEGISLATIVE PROVISIONS**

All works to be undertaken under this Contract shall be compliant in accordance with and/or governed by:-

- The safety at sports and recreational Events Act 2 of 2010,
- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations, 2005
- The food stuff and cosmetics and disinfectant Act, 1972 read with different food safety regulations and standards.
- The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- The Labour Relations Act, (Act No. 3 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No.130 of 1993)

### **SCOPE OF WORK**

Lejweleputswa is actively seeking the expertise of service providers capable of delivering comprehensive event management services at risks, to support various municipal events and activities. These include outreach initiatives, exhibitions, summits, conferences, festivals, briefings, and large-scale audience events, among others. The primary objective is to strategically position and promote the Lejweleputswa brand.

The successful service provider/s will be entrusted with the crucial task of gaining an in-depth understanding of Lejweleputswa, including its economic development strategy, the district brand, corporate identity, mandate, service offerings, and the dynamics of the target audience. This understanding will serve as the foundation for the development of concept documents.

Furthermore, the selected service provider is responsible for actively seeking sponsorship funding for proposed municipal socio-economic events. The following capabilities are deemed essential for effective event management:

1. Development of strategic eventing concepts
2. Establishing strong relationships with venue owners.
3. Expertise in venue sourcing, packaging, and pricing.
4. Advisory and need assessment capacity.
5. Skilful management of catering services.
6. Efficient handling of logistics for outdoor events.
7. Designing event floor plans and implementing security measures.
8. Managing security vetting measures and obtaining relevant security clearance certificates such as JOC and SHEQ.
9. Overseeing live streaming and live feed logistics, including ICT and media relations.
10. Proficiency in managing hybrid events.
11. Capacity for effective guest management.
12. Implementing guest registration and accreditation processes.
13. Efficient management of protocols during events.

14. Proactive brand reputation management, encompassing marketing and advertising efforts.

In summary, the selected service provider will play a pivotal role in ensuring the seamless execution of Lejweleputswa's diverse range of events, contributing significantly to the municipality's brand positioning and overall success.

## **DETAILED SPECIFICATIONS**

### **The prospective events management company roles are:**

1. To lobby/fundraise for proposed municipal events.
2. Develop sponsorship benefits and manage the delivery of at every event as agreement with the funder or sponsor.
3. Develop overall strategies and plans for event management, media briefings, conferences, outreach programmes and exhibitions amongst others.
4. Coordinate events according to a brief provided by the user department
5. Provide and coordinate full logistical arrangements, event, and outreach management: - Procure event material.
6. To work in all the district local municipalities.
7. Coordinate pre and post event assessments necessary for the projects. - Community mobilisation on behalf of the Lejweleputswa, - Event risk management and advice on probable solution. - Provide manpower and resources to execute the duties. - Oversee hospitality and provide required resources.
8. Key events may include but not limited to flagship and other events of Lejweleputswa or may be involved in line with the municipalities' powers and functions,"
  - hybrid events
  - Human Capital and Employee Relations activities
  - Press Conferences
  - Event Launches
  - Corporate Events and Conferences.
  - Exhibitions and Trade Shows.
  - Strategic Planning Sessions and Team Building events.
9. The above may include other events that the municipality may deem important to participate in. The format may be both outdoor and indoor events.
10. The appointed service provider/s will be given a thorough brief for each specific event.
11. Activations may be on a continuous basis in support of the general municipal functional areas/directorate programmes, whereas some events may require pre and post event activations.
12. The Lejweleputswa events and activities are aimed at:
  - Promoting the district municipality and its service offering.
  - Socio-economic upliftment.
  - Raising awareness and mobilising on related functional areas.
  - Community engagements. - Promoting municipal services.
  - Commemorating certain municipal milestones through events.
13. Events are aimed at reaching all communities of the district and relevant stakeholders and role players
14. Develop project plans (including, branding, safety, security), running orders, checklists for events, reports, outreaches, and exhibitions by.

- Assisting in managing the events, outreaches and exhibitions including but not limited to attending planning meetings nationally and management of RSVPs.
  - The successful company must provide proof of previous lead experience of hosting large events e.g., a government Imbizo for a minimum of 2 500 people in rural and 3 000 in urban and/or rural communities nationally.
  - Design, print and distribute the following for events, outreaches and exhibitions: invitations, programs, leaflets.
  - Produce exhibition material at stipulated deadlines throughout the contract period including the design, procurement and installation of custom-built exhibitions in consultation with end user department.
  - For all events, a full logistic and procurement service is required, including but not limited to hiring of venue, seating, flooring, marquee, catering, transport, décor, ablution, technical requirements, marshals, security, set up, strike down and clearing among others.
  - Ensure that all Joint Operations Centre (JOC) requirements are adhered to, and the necessary documentation filled in and signed off such as the engineers' certificate for the marquee and to involve other government departments and institutions where joint planning is done; health certificate for catering; occupational health and safety standard; approval certificate to host the event among others.
  - Second tier procurement of items is to be done via the community where the event is taking place or within a province where feasible.
  - Required to work countrywide and international representation.
  - Provide joint secretariat, event team, photographic and video graphic services at events, outreaches/activations, and exhibitions with the municipality dedicated department/s.
15. A sub-contracting plan will be required. The plan must as a minimum contain the following:
- All event administration, strategists and logics suppliers.
  - Region to be targeted.
  - Percentage of work to be subcontracted
  - Type of work to be subcontracted.
16. Procure the services and/or hire and train temporary staff for events/activations/outreach purposes from within the communities that the activity is being hosted (depending on the project) for municipality's approval. For the purposes of understanding the requirements of this proposal these staff may be required to hand out material and engage communities, jointly with relevant municipal Units;
17. All events and campaigns must be monitored and evaluated prior, during and after implementation. The plans must be adjusted where required.
18. Procure goods and services for outreach programmes (as defined and needed by the employer).
19. Procure goods and services for events, exhibitions, government initiatives and any other targeted programmes (as defined and needed by the Employer)

## **2. PROJECT OBJECTIVES**

The Municipality will appoint events Management Service Providers at risk in line with its socio-economic development agenda/strategy in compliance with its powers and functions.

Lejweleputswa's objective is to host and execute various events and activations that will assist in executing the mandate of the District municipality.

Specific events will be aimed at promoting and fulfilling the municipality's objectives and mandate.

All executed events must be goal driven and oriented.

All events are to be handled and executed effectively and efficiently.

The overall Lejweleputswa goals are:

1. To provide solutions to events presentation challenges facing the region.
2. To provide for possible external financial sourcing in ensuring the hosting of sustainable and developmental events.
3. To increase our tourism footprint, placing the district on the preferred tourism destination top list.
4. To contribute to the local events management value chain players, e.g. recreational facilities infrastructure, tourism and hospitality, Arts, culture and heritage Creatives', ICT, multi-media practitioners etc.
5. To have continuous engagements with all affected parties & stakeholders.
6. To promote and influence investment in SMME Development, tourism and hospitality that will positively change the lives of the business and social communities of Lejweleputswa.

## **5. STRATEGIC INTENT:**

5.1 Lejweleputswa DM hosts several events, and it has become apparent that the appointment of a service provider at risk to handle and host high impact events of a varied target audience and locations is necessary.

5.2 The key challenges that are currently experienced:

- Lack of funding and personnel to activate all necessary events.
- Inadequate local and National footprint.
- Insufficient community engagements and empowerment.
- Impromptu events

## **FUNDRAISING PRINCIPLES**

Once funding is secured, all the relevant norms and standards as per the applicable legislation pertaining to the specific category as per the project objectives must be implemented and adhered at all times.

## **FUNDRAISING MILESTONES AND DELIVERABLES**

The initial phase of the project, i.e. the Project Methodology and Programme comprises the following Milestones/Phases including management thereof,

**Milestone 1:** Develop and submit Funding and Financing Strategy

**Milestone 2:** Develop and submit Fundraising Action Plan;

**Milestone 3:** Develop a donor database:

- A list of local and international organisations, government agencies and business sector clients that may have interest in supporting the municipal mission; and
- A list of funding opportunities, prioritized according to the best possible match between the scope of future independent organisation's activities and donor interests;

**Milestone 4:** Partnership agreements and MOUs with entities or partners who have an interest in the activities and mandate of the municipality and who can invest in the sustainable operations of the municipality;

**Milestone 5:** Framework for project proposal/grant applications for specific sources of funding for the future operations of the municipality and its programmes.

## **REPORTING AND ACCOUNTABILITY**

6.1 During the execution of the project, the service provider SHALL submit monthly progress reports with portfolio of evidence.

6.2 The project will be signed off by the Senior Manager: End User department when: • All the end products have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).

6.3 A formal presentation shall be made to the Senior Manager: end user department or a committee recommended by the Municipality.

6.4 The Service provider shall be responsible to make presentations of the project to various municipal structures and other stakeholders as and when required.

## **SERVICE LEVEL AGREEMENT**

7.1 A service level agreement will be entered into with the successful bidders.

7.2 Negotiations in respect of the service level agreement must be finalised within 30 calendar days of receipt of the letter of acceptance by the successful bidder."

7.3 Service level agreement entered into with the successful bidders will capture the time frames or performance applying to this contract.

7.4 Should no consensus be reached within 30 calendar days of finalising the Service Level Agreement (SLA), the Municipality will be entitled to:

i) Cancel its acceptance of the bid, or ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law

## **8. OWNERSHIP OF INFORMATION**

8.1 The Lejweleputswa Municipality will assume ownership of all data and information, in both electronic and hard copy format, obtained and/or created during the course of the project and reserves the right to use it as it deems fit.

8.2 The report and digital information would be supplied to the Municipality on the Completion of the project and the Lejweleputswa Municipality will retain copyright and all associated intellectual rights relating to the projects,

## **9. CONTRACT PERIOD**

The proposed contract period is 3 years with a condition for a further 1- year extension depending on the state of readiness of the municipality to take over the established relationships and partnerships with funding sources.

## **10. FINANCIAL IMPLICATIONS**

The Service provider will be appointed at risk and on success. Once funding is secured, the consultant fees will be charged as a percentage based on the total value of the project and the amount sourced, excluding all government sources of funding.

No commission will be applicable to government funding sources.

The municipality will co-fund its existing and budgeted events, especially for activations and launches logistics.

## **10. PRICING**

The municipality will consider this to be a turn- key project should sourcing be successful.

## **11. COMPLIANCE WITH THIS CONTRACT**

The contract shall be carried out subject to compliance with all Municipal policies, Bylaws and Regulations.

## **EVALUATION CRITERIA**

Tenderers MUST fulfill the mandatory requirements in order to be responsive and subsequently proceed for functionality evaluation. Only the functionality test will be used to select suitably qualified events management consultants to be included on the panel.

- (a) **Stage 1** - Standard Compliance Requirements Bidders are expected to submit and comply with all the required Standard Compliance Requirements.

Failure to comply with these requirements, will lead to bidders being disqualified from evaluation. Below are Standard Mandatory requirements

- Bidders are required to submit bid document as follows: - one original hard copy.
- All standard bidding documents must be duly completed and signed by authorised person. In case of a JV, Consortium or similar relationship/arrangements; bidders must submit standard bidding documents for entities in an arranged business relationship and accompanied by an agreement.
- Bidders must be registered with National Treasury Centralised Supplier Database.

- (b) **Stage 2** – Mandatory Requirements

Bidders who fail to meet the mandatory requirements will be disqualified from further evaluation.

- Bidders must be registered with recognized professional body/association recognized by the industry/sector, i.e., South African Association for the Conference Industry (SAACI) and/or Exhibition Association of Southern Africa (EXSA), FEDHASA, PRISA or any relevant association recognized by the industry.
- Company structure/organogram must be submitted
- Company profile must be submitted.

### **(c) STAGE 3 – FUNCTIONALITY EVALUATION**

This process comprises two steps:

- Step 1 will be on written responses/ proposals which consists of 70 points.

NB: Bidders will be required to score a minimum of 50 points in order to qualify for step 2.

- Step 2 will be on presentations which consist of 30 points.

NB: Bidders will be required to score a minimum of 20 points

Bidders will be required to score a minimum of 70 points in order to qualify for a stage 4

- (d) **Stage 4 – Price and Preference Points Evaluation** Bidders will be evaluated on either/or 90/10 or 80/20 Preference Point System (i.e. 90/80 points on Price and 10/20 points on B-BBEE).

**NB: This stage will be applicable once panel is in place with all agreements signed.**



1.1 STAGE 1 – STANDARD COMPLIANCE REQUIREMENTS

**CHECKLIST - MANDATORY REQUIREMENTS;**

Item	Description	Comply Yes/No
1	1. Bidders must be registered with recognized professional body/association recognized by the industry/sector, i.e., South African Association for the Conference Industry (SAACI) and/or Exhibition Association of Southern Africa (EXSA), FEDHASA, PRISA or any relevant association recognized by the industry	
	2. Bidders must be registered or have certification of compliance in the food service health and safety, compliance with the Occupational Health and Safety Act of 85 of 1993, in relation to the Comply with the requirements of "Regulation 638" of the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and obtain Certificate of Acceptability (CoA), at least 2 months after appointment – where applicable.	
	3. Bidders must in terms of Food Preparation, supply and delivery in line with food quality standards hold or show proof of a process of acquiring compliance certificate from any recognized institution, i.e, ISO 22000 or ISO 90001, food handling certificate issued by the municipality, at least 1 month after the appointment – where applicable.	

**NB.: Only bidders who qualifies for stage 4 (Price and BBBEE); their certificates of membership and/or qualification registrations will be verified by the Bid Evaluation Committee.**

**Failure to comply with the above requirements will lead to a disqualification of the bid**

**STAGE 3 – FUNCTIONALITY CRITERIA**

NB: FUNCTIONAL EVALUATION WILL BE SPLIT INTO TWO (2) STEPS. i.e. - STEP 1 – WRITTEN RESPONSE AND STEP 2 – PRESENTATION STEP

Step 1 will be based on written proposals and shall be evaluated based on the following parameters for functionality:

DESCRIPTION	POINTS
<b>A. EVENT MANAGEMENT SOLUTION AND METHODOLOGY</b> <b>Demonstrate experience with electronic event administration and safety and security protocol. Understanding of the POPI Act of 2013</b>	<b>15</b>
<p><i>(points allocation 5 for 100% verifiable, 3 for 50% verifiable, 0 for none submission Scoring)</i></p> <p>A1 Event Registration Management Tool</p> <p>The bidder must provide or have access to an event registration management tool with the following capabilities:</p> <p>A1.1 Technical solution of the tool that outlines the ability/ functionality of the registration. = 5 points</p> <p>Compliance Requirements</p> <p>✓The bidder must provide a detailed write up with schematic confirming system functionality</p> <p>A1.2 The tool should be able to manage bookings of events with a minimum of 1500 attendees across the country. = 5 points</p> <p>Compliance Requirements</p> <p>✓Proof of license or any form of accreditation to use the system from the OEM if not owning the system</p> <p>A1.3 The tool should cover the following areas: = 5 points</p> <p>✓ Reporting          ✓ Tracking          ✓ Guest user profile and similar</p> <p>Compliance Requirements</p> <p>✓For reporting bidder to provide a system generated report          ✓For tracking bidder to provide screenshot printouts or          ✓Proof of license or any form of accreditation to use the system from the OEM if not owning the system</p> <p><b>NB: Bidders are required to submit or attach supporting documents in order to comply</b></p>	
<b>B. KEY STAFF PROPOSED FOR THIS SERVICE (PROJECT TEAM)</b> <b>Demonstrate experience of key staff</b>	<b>20</b>
The bidder to provide LEJWELEPUTSWA with highly skilled and qualified human	

resources.

The bidder must provide a detailed CV of the 5 key roles indicated below and provide details of the qualification, skills and experience in various key projects done in the past.

- Project team leader ( with at least qualification in : PR, Communications, project management)
- Event specialist (with at least qualification in, food and beverage, Marketing , multi-media, ICT, advertising or journalism/Media relations)
- Governance and compliance( with at least : Financial and accounting, legal/contract management, fund raising, business development, administration, or HR)
- **Support staff** at least qualified in "Technical production, stage, lighting, sound, outdoor structural engineer"
- **Support staff** at least qualified in , safety, Security and protocol
- **Support staff** experience in catering and event décor')

The roles are mentioned below:

- (1) Project Team Lead that has overseen high profile projects / events. • 5 years of experience or more = 5 points
  - (2) Events specialist = 5 points • 5 years of experience or more = 5 points
  - (3) Governance / compliance/fundraising specialist that has managed to fundraise in cash or in kind. 5 years of experience or more = 5 points
- 1 to 2 years of experience = 3 points
- (4) Support staff (minimum of 5 staff members) = 5 points

Bidders must attach supporting documentation to qualify for full points on the above. This must include Employment Contracts and certified qualifications along with the detailed CVs. Failure to do so will disqualify your response.

- It is required that the bidder must have experience and knowledge in providing a professional event management service. The event must be for corporates/public entities and should be for high profile type of events (e.g. ministerial, corporate launches, conferences etc.) Therefore, CVs or any supporting document in relation to the above positions must be in accordance with the above the stated requirements

**C. CAPACITY AND EXECUTION OF EVENT MANAGEMENT PROJECTS**

**(20)**

Bidders must demonstrate company's experience by providing signed letters on clients letterhead not older than 8 years (this is in consideration of the COVID 19 business challenges) with contactable referees and appointment letters/ purchase orders in respect as a service provider for events management in relation to the audience and financial capacity as referred below:

**PROJECT VALUE (10)**

Projects worth R1 000 000.00 value = 10 points  
Projects worth 500 000.00 value = 5 points  
Project worth 250 000.00 value BUT NOT LESS THAN R100 000= 3 points  
Less than 100 000 value = 0 points

<b>PROJECT OF 3000 AUDIENCE /PARTICIPANTS (10)</b>	
Project of 3000 or more = 10 points Project of 1500 but less than 3000 = 5 points Project of 500 but not less than 250 = 3 points Project of 250 but not less than 100 = 2 points Less than 100 = 0	
<b>D. FINANCIAL DUE DELIGENCE</b>	
Bidders must provide the following as proof of financial capacity:	
<ul style="list-style-type: none"> <li>• Latest financial statements of the 2022/2023 financial year. If the financial year end has not passed at the time of the closure of the bid, the 2021/2022 financial year financials must be submitted. The financial statement must be articulated as below: Are the financials prepared on a going concern basis? Yes/No Does the bidder have a current ratio (current assets/current liabilities) 2:1 or more? Yes/No Does the bidder have a quick ratio (current assets less inventory/current liabilities) of 1:1 or more? Yes/No Does the bidder have a cash ratio (cash and cash equivalents/current liabilities) of 1:1 or more? Yes/No</li> </ul>	
<b>OR</b>	
<ul style="list-style-type: none"> <li>• A letter of commitment from a reputable financial service provider indicating commitment to fund the bidder should they be successful.</li> </ul>	
<b>OR</b>	
<ul style="list-style-type: none"> <li>• Bank guarantee letter/ overdraft facility to the transaction value of R 1 000 000.00 stating that the company will be able to execute/implement and manage the event or project.</li> </ul>	
<b>Step One SUB TOTAL</b>	<b>15</b>
<b>Step One SUB TOTAL</b>	<b>70</b>

**N.B. THE BIDDER WILL BE REQUIRED TO SCORE A MINIMUM OF 50 POINTS IN ORDER TO QUALIFY FOR STEP 2**

**STEP 2: PRESENTATION**

**Bidders who are shortlisted from step1 will be invited to make presentations and they are required to score a minimum of 20 points from step 2**

ITEM	PRESENTATION : KNOWLEDGE OF THE SUBJECT MATTER	30 POINTS
	Approaches and methodology The presentation from the bidders must cover the underneath activities, but not limited to the following: <ul style="list-style-type: none"> <li>• Planning and Execution</li> <li>• Administrative processes</li> <li>• Governance and Compliance</li> <li>• Financial planning, billing/ handling</li> <li>• Monitoring, evaluation, and reporting</li> </ul>	
	1.Outline summary displaying extensive knowledge and experience in the provision of an event management services by highlighting the following capabilities: =10 points  1.1 Capability 1 Bidder is expected to present years of operation and give an outline of types of events handled, challenges experienced and give examples of solutions provided. = 5 points 1.2 Capability 2 Bidder to provide detailed information of the infrastructure of the company with regards to event logistics and	

equipment = 5 points	
2. Outline and give a high-level overview of a public sector event case study in one of the provinces for two thousand five hundred (2 500) rural community members carried out by your organization = 10 points Compliance Requirements	
2.1 Bidder to provide strategy, plan (including logistics, checklists, invites and programmes)	
2.2 Bidder to provide event details, roll out and evaluation of the event	
3. Outline and give a high-level overview of a public sector event case study in one of the three spheres of government for three thousand (3 000) community members carried out by your organization = 10 points Compliance Requirements	
3.1 Bidder to provide strategy, plan (including logistics, checklists, invites and programmes)	
3.2 Bidder to provide event details, roll out and evaluation of the event	
<b>STEP TWO SUBTOTAL</b>	<b>30</b>
<b>OVERALL TOTAL FOR FUNCTIONALITY</b>	<b>100</b>

Bidders will be required to make a presentation before the evaluation committee, however at least a minimum of 20 points must be scored during the presentation.

NB: BIDDERS ARE EXPECTED TO SCORE MINIMUM OF SEVENTY (70) POINTS FROM STEP 1 (MINIMUM OF 50 POINTS) AND STEP 2 (MINIMUM OF 20 POINTS) OF STAGE 3 IN ORDER TO QUALIFY FOR STAGE 4.

#### **STAGE 4 – PRICE AND B-BBEE (PREFERENCE POINTS EVALUATION)**

Price and Preferential Points Tender Adjudication & Evaluation Criteria will be implemented in line with the Lejweleputswa Municipality's approved Supply Chain and Preferential Procurement Policies on the 80/20 point system. Adjudication criteria will be as per the tender document, and the allocation of points will be in line with B-BBEE as prescribed in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No. 5 of 2000. i) Price 80 Points ii) B-BBEE Status Level of Contribution (maximum) 20 Points Total points for Price and B-BBEE must not exceed 100 Points

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Price	90/80
B-BBEE Rating	10/20
Grand Total	100

## **1. General Conditions of Contract**

This Bid is subject to the General Conditions of Contract (GCC) 2015 3<sup>rd</sup> EDITION and, if applicable, any other Special Conditions of Contract.

## **2. Submission of Tenders**

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the LEJWELEPUTSWA District Municipality, Corner Jan Hofmeyer and Tempest Road, Welkom, 9459

All literature must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The LEJWELEPUTSWA DISTRICT MUNICIPALITY will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Telegraphic or faxed tenders will not be accepted.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

## **3. Quality Assurance**

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

## **4. Brand Name**

- a. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- b. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
- c. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
- d. The samples must be within 30 days of notification. The samples will be discarded if not collected within 30 days and the Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.
- e. If a tenderer wishes to have an equal/similar item considered they must declare it first.

## **5. Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

## **6. Renewal of Contract**

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

## **7. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

## **8. Intellectual Property Rights**

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to LEJWELEPUTSWA District Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

For this purpose only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of LEJWELEPUTSWA DISTRICT MUNICIPALITY.

## **9. Disbursements, Travel And Subsistence**

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of LEJWELEPUTSWA DISTRICT MUNICIPALITY has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by LEJWELEPUTSWA DISTRICT MUNICIPALITY.

Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the LEJWELEPUTSWA DISTRICT MUNICIPALITY travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by LEJWELEPUTSWA DISTRICT MUNICIPALITY.

## **10. Certified Copies**

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

## **11. Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender.

## **12. Completion of Tender Documents**

The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

## **13. Contact with Municipality after Tender Closure Date**

Bidders shall not contact the LEJWELEPUTSWA District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the LEJWELEPUTSWA District Municipality, it should do so in writing to the LEJWELEPUTSWA District Municipality. Any effort by the firm to influence the LEJWELEPUTSWA District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **14. Opening, Recording and Publications of Tenders Received**

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

## **15. Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

## **16. Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

## **17. Value-Added Tax**

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.



It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3, 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is 4000791642.

### **18. Poor Performance**

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the LEJWELEPUTSWA District Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

### **19. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

### **20. Inducements, rewards, gifts and other abuses of the Supply Chain Management System**

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

- a. Influence or interfere with the work of any LEJWELEPUTSWA DISTRICT MUNICIPALITY officials involved in the tender process in order to inter alia:
  - a. influence the process and/or outcome of a tender;
  - b. incite breach of confidentiality and/or the offering of bribes;
  - c. cause over- or under-invoicing;
  - d. influence the choice of procurement method or technical standards;
  - e. Influence any LEJWELEPUTSWA DISTRICT MUNICIPALITY official in any way which may secure an unfair advantage during or at any stage of the procurement process.
- b. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as set out in the LEJWELEPUTSWA DISTRICT MUNICIPALITY's SCM Policy.

**GENERAL CONDITIONS OF CONTRACT  
2015**

**1. DEFINITIONS**

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.17. "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, dockdues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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 supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / 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:
  - 7.3.1. 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
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and

- analysis, 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
  - 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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 22 of GCC.

## **9. Incidental**

- 9.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
  - 9.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 9.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 9.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 9.1.4. 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
  - 9.1.5. 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.
- 9.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **10. Payment**

- 10.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 10.2. 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.
- 10.3. 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.
- 10.4. Payment will be made in Rand unless otherwise stipulated.

## **11. Prices**

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

## **12. Variation Orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 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.

## **13. Assignment**

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.

## **14. Subcontracts**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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.

## **15. Delays in the supplier's performance**

- 15.1. 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.
- 15.2. 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.
- 15.3. 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 supplies are required, or the supplier's services are not readily available.

- 15.4. 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 without the application of penalties.
- 15.5. Upon any delay beyond the delivery period in the case of a supplies 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.

## **16. Penalties**

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.

## **17. Termination for default**

- 17.1. 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:
  - 17.1.1. 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;
  - 17.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 17.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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.

- 17.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - 17.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 17.6.2. the date of commencement of the restriction
  - 17.6.3. the period of restriction; and
  - 17.6.4. 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.

- 17.7. 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.

## **18. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **19. Force Majeure**

- 19.1. 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.
- 19.2. 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.



## **20. Termination for Insolvency**

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.

## **21. Settlement of Disputes**

- 21.1. 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.
- 21.2. 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.
- 21.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.4. Notwithstanding any reference to mediation and/or court proceedings herein,
  - 21.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - 21.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## **22. Limitation of liability**

- 22.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - 22.1.1. 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
  - 22.1.2. 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

## **23. Governing Language**

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.

## **24. Applicable Law**

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

## **25. Notices**

- 25.1. 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
- 25.2. 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.

## **26. Taxes and duties**

- 26.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 26.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 26.3. 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.
- 26.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## **27. Transfer of contracts**

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

## **28. Amendment of contracts**

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.

## **29. Prohibition of restrictive practices.**

- 29.1. 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.
- 29.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 29.3. 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.