



SOL PLAATJE MUNICIPALITY

BID DOCUMENT

LATE SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Original bid documents must be submitted in a sealed envelope marked
" ENVELOPE 1 ORIGINAL "

A duplicate of the Original Bid document must be submitted in a sealed separate envelope marked
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: _____ Date: _____

CONTRACT NUMBER:	DEV/LED04/2024
DESCRIPTION:	REQUEST FOR PROPOSALS (RFP) FOR EVENT ORGANIZING SERVICE PROVIDER FOR DIAMONDS AND DORINGS MUSIC FESTIVAL 2025
THE OFFER CONTAINS	MBD1, MBD3.1, MBD 4, listing criteria, MBD8, MBD 9 and General Conditions of Contract
ALL PAGES MUST BE SIGNED AND WITNESSED BY TWO WITNESSES, WHERE REQUIRED.	
NAME OF BIDDER	
PHYSICAL TRADING OFFICE ADDRESS	
CSD NUMBER:	MAAA
BID PERIOD: For the period commencing	
PREPARED FOR: S. Mathebula SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300	PREPARED BY: B. Nkoe
CLOSING DATE: 28 NOVEMBER 2024	TIME: 10H00

BIDDER CHECKLIST

CONTRACT NUMBER: DEV/LED04/2025 - REQUEST FOR PROPOSALS (RFP) FOR EVENT ORGANIZING SERVICE PROVIDER FOR DIAMONDS AND DORINGS MUSIC FESTIVAL 2025

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
9	Submit the Central Supplier database report (CSD).	
10	Submit valid certified BBBEE certificate (MBD 6.1) or Sworn affidavit	
11	Submit a current Municipal Account or Lease Agreement	
12	Submit Medical Certificate where specific goal for disability is applicable	
13	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
14	Declaration of bidder's past supply chain management practices (MBD 8)	
15	Certificate of Independent Bid Determination – (MBD9)	
16	Did you submit one (1) original and one (1) copy of the bid documents?	
17	Take note and understand the Special Conditions, where applicable?	
18	Did you complete and sign the Listing Criteria as included in the bid document?	
19	Did you initial every page of your original submission?	
20	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
21	Did you attend the compulsory briefing session where required?	
22	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ NAME PRINT _____

2. _____ NAME PRINT _____

DATE: _____

**SOL PLAATJE MUNICIPALITY
INVITATION TO BID
PART A
INVITATION TO BID**

THE FOLLOWING PARTICULARS MUST BE FURNISHED

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE

BID NUMBER:	DEV/LED04/2025	CLOSING DATE:	28/11/2024	CLOSING TIME:	10H00
DESCRIPTION	<p>REQUEST FOR PROPOSALS (RFP) FOR EVENT ORGANIZING SERVICE PROVIDER FOR DIAMONDS AND DORINGS MUSIC FESTIVAL 2025</p> <p>To render services on behalf of the Sol Plaatje Municipality, as may be required for once-off as indicated on this bid document, from the time of the award.</p> <p>The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry.</p> <p>One complete set of documents is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost.</p> <p>One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R500-00 (Five hundred rand), which is non-refundable.</p> <p>Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no</p> <p>21 12 1 42 451 0 SG ZZZ ZZ WM</p>				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

SOL PLAATJE MUNICIPALITY

SCM UNIT – MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

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

[B-BBEE CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) / MEDICAL CERTIFICATE/ MUNICIPAL ACCOUNT OR LEASE AGREEMENT / CSD MUST BE SUBMITTED IN ORDER QUALIFY FOR SPECIFIC GOALS POINTS]

In line with the Preferential Procurement Regulation of 2022 and SPM Preferential Procurement Policy, the following Specific Goals is applicable:

Ownership as a Specific Goal

80/20 equal to or below R50 million		
90/10 above R50 million		
Ownership - Black		
% Ownership	80/20	90/10
<51%	4	2
>51% <100%	6	3
100%	10	5
Locality	10	5
Total Points	20	10

In line with PPPFA 2000, section 2 (1) (f) the tender is subjected to the following objective criteria:

The past performance of the bidder.

Companies or bidders bidding as **Joint venture must** include **their consolidated.**

- **Joint Venture Agreement** (must clearly stipulate the name of the lead partner)
- **Separate Tax compliance status pin** for both companies
- **Separate CSD report for both companies**
- **Separate Municipal accounts for both Companies/Valid lease agreement**
- **MBD 4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	DEPARTMENT	LED
CONTACT PERSON	Betty Nkoe	CONTACT PERSON	S. Mathebula
TELEPHONE NUMBER	053 830 6172/6180	TELEPHONE NUMBER	053-830 6474
E-MAIL ADDRESS	bnkoe@solplaatje.org.za	E-MAIL ADDRESS	smathebula@solplaatje.org.za

PART B
TERMS AND PRE-CONDITIONS FOR BIDDING

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE www.csd.gov.za**
(2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**
(3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

1. BID SUBMISSION:

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided and no correction tape or fluid may be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Regulations 2022, SPM Preferential Procurement Policy, SCM Policy General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

1.4 The following is APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
 - For the past three years or
 - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

Please attach all annexures on the pages as indicated on the bid document

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 **Bidders must ensure must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit the current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNTS

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement must be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement signed by both parties, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

NB: It is the responsibility of bidders to visit the municipal website in order to obtain details of successful/ unsuccessful information within 120 days after closure of bid. The municipal website is www.solplaatje.org.za.

4. COMPULSORY CLARIFICATION MEETINGS/ CIBD GRADINGS (IF APPLICABLE)

4.1 LOCAL CONTENT: N/A

4.2 A BRIEFING SESSION: N/A

4.3 CIBD: N/A

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

5.5 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.

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions: -

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
 - a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
 - b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
 - c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system (80/20) 80 points for price and 20 for specific goals or (90/10) 90 points and 10 for specific goals. Tender validity period should be for 120 days.

NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.

Sealed bids must be clearly marked with the following bid number and description:

CONTRACT NUMBER: **DEV/LED04/2025**

DESCRIPTION: **REQUEST FOR PROPOSALS (RFP) FOR EVENT ORGANIZING SERVICE PROVIDER FOR DIAMONDS AND DORINGS MUSIC FESTIVAL 2025**

DROP AT THE TENDER BOX (OPPOSITE SECURITY)

ADDRESSED TO: THE MUNICIPAL MANAGER

MUNICIPAL STORES COMPLEX

ABATTOIR ROAD

ASHBURNHAM

Kimberley

Closing date: 28/11/2024 Time: 10H00

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

ANY TENDER WILL NOT NECESSARILY BE ACCEPTED AND THE COUNCIL RESERVES THE RIGHT TO ACCEPT THE WHOLE, OR ANY PART OF THE QUOTE.

Bids will be opened in public in the SCM OFFICES, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time and date.

INVITATION FROM: MUNICIPAL MANAGER
CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030
KIMBERLEY, 8300

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

Certificate of Attendance of Clarification Meeting on Site (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

If attendance register has been signed at the clarification meeting:

Name of person appearing on attendance register: _____

Representative organization name on attendance register: _____

If the attendance register has not been signed at the clarification meeting.

This is to certify that I, _____

representative of (Tenderer) _____

of (address) _____

telephone number _____

e-mail _____

attended the bid clarification meeting (date) _____

in the company of (Employer's Line Manager / Engineer's representative) _____

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: _____

**MBD 1**

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

EMAIL ADDRESS _____

FACSIMILE NUMBER CODE _____ NUMBER _____

VAT REGISTRATION NUMBER _____

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?
(IF YES ENCLOSE PROOF)

YES	NO
-----	----

SIGNATURE OF BIDDER _____

DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____



ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)

SOL PLAATJE MUNICIPALITY



ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE





ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE
AGREEMENT HERE

SOL PLAATJE MUNICIPALITY



SOL PLAATJE MUNICIPALITY, KIMBERLEY													
MANDATORY LISTING CRITERIA													
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____													
1	Company name												
2	<table border="1"> <tr> <td>Contact details</td> <td>Telephone Number: _____</td> <td>Fax Number: _____</td> <td>Cell phone number: _____</td> </tr> <tr> <td>Email address</td> <td colspan="3">_____</td> </tr> <tr> <td>Contact person:</td> <td colspan="3">_____</td> </tr> </table>	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____	Email address	_____			Contact person:	_____		
Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____										
Email address	_____												
Contact person:	_____												
3	Postal Address: _____												
4	<table border="1"> <tr> <td>VAT registered</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td>If registered, VAT Registration No: _____</td> </tr> </table>	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If registered, VAT Registration No: _____								
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5	<table border="1"> <tr> <td>Settlement discount allowed</td> <td>_____ %</td> <td>For payment within _____ days</td> </tr> </table>	Settlement discount allowed	_____ %	For payment within _____ days									
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6	<table border="1"> <tr> <td>Bank account details</td> <td>Account No.: _____</td> <td>Branch No.: _____</td> </tr> <tr> <td>Bank Name</td> <td colspan="2">_____</td> </tr> <tr> <td>Branch Name</td> <td colspan="2">_____</td> </tr> <tr> <td>Bank account type</td> <td colspan="2">_____</td> </tr> </table>	Bank account details	Account No.: _____	Branch No.: _____	Bank Name	_____		Branch Name	_____		Bank account type	_____	
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7	<table border="1"> <tr> <td>Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **</td> <td>_____</td> </tr> </table>	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **	_____										
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8	<table border="1"> <tr> <td>Located in Sol Plaatje Municipal Area</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> </table>	Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>									
Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>											
9	<table border="1"> <tr> <td>% owned by black male: _____ %</td> <td>% owned by black female: _____ %</td> </tr> <tr> <td>% owned by black youth: _____ %</td> <td>% owned by white female: _____ %</td> </tr> <tr> <td>% owned by disabled persons: _____ %</td> <td></td> </tr> </table>	% owned by black male: _____ %	% owned by black female: _____ %	% owned by black youth: _____ %	% owned by white female: _____ %	% owned by disabled persons: _____ %							
% owned by black male: _____ %	% owned by black female: _____ %												
% owned by black youth: _____ %	% owned by white female: _____ %												
% owned by disabled persons: _____ %													
10	B-BBEE status level of contribution: _____												
11	<p>Indicate main sector. Please select one (1) only:</p> <p>Catering and Accommodation <input type="checkbox"/> Cleaning material <input type="checkbox"/> Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) <input type="checkbox"/> Communication and media, Construction- Building material and road works <input type="checkbox"/> Electrical services- gas/ Aircon, transformers, cables, poles <input type="checkbox"/> Funeral Parlour <input type="checkbox"/> Gardening services- Lawnmower <input type="checkbox"/> Florist <input type="checkbox"/> Information technology (IT services, system, telecommunication <input type="checkbox"/> Office equipment <input type="checkbox"/> Plant hire <input type="checkbox"/> PPE- mask, sanitizer, safety equipment <input type="checkbox"/> Repairs, motor parts and retail (accredited agency) <input type="checkbox"/> Stationery <input type="checkbox"/> Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system <input type="checkbox"/> Training services e.g. workshops <input type="checkbox"/> Transportation (car rental, flight, and buses and driving school <input type="checkbox"/> Uniform <input type="checkbox"/> Security services <input type="checkbox"/></p>												
12	<table border="1"> <tr> <td>Amount full time employed staff: _____</td> <td>Annual Turnover: R _____</td> <td>Asset Value (Excluding fixed property) R _____</td> </tr> </table>	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____									
Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____											
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period												
	NAME (PRINT) _____ SIGNATURE: _____												
	CAPACITY: _____												
	WITNESS (NAME): _____ SIGNATURE: _____												
	DATE: _____												



ATTACH **CSD** REPORT REGISTRATION HERE

SOL PLAAATJE MUNICIPALITY



SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: DEV/LED04/2025 REQUEST FOR PROPOSALS (RFP) FOR EVENT ORGANIZING SERVICE PROVIDER FOR DIAMONDS AND DORINGS MUSIC FESTIVAL 2025

TECHNICAL SPECIFICATIONS

1. Call for proposal

The Sol Plaatje Municipality request for proposals from experienced musica/ cultural events companies to stage and organise the 2025 Diamonds and Dorings musical event. This is the Sol Plaatje Municipalities flagship cultural/ musical events that seeks to stimulate the local economy through tourism, cultural, and economic development and promoting small medium and micro enterprises.

2. Project outline and overview

The Diamond and Dorings cultural / musical extravaganza must represent a myriad of aspects of cultural development which comprises of (but not limited to) visual arts, culture fashion, graffiti, music, poetry, SMME development symposium. The Diamond and Dorings cultural music event will be a culmination of a weeklong build-up programme or for the main event that takes into consideration different aspects that contribute to National cultural and creative industries and social cohesion / Nation building across different racial groups within Sol Plaatje Municipality. This catalytic tourism event must have strong tourism and destination marketing elements that exploit the rich heritage and tourism assets that Sol Plaatje Municipality has to offer and beyond the event.

3. Project Output and Scope of Service:

The project scope is broken down into 7 outputs which detail key anticipated actions which the successful bidder will be responsible to deliver these comprise of the following but not limited too.

Output 1: Event Management

- The overall conceptualisation of the main Diamond and Dorings event and all build - up programmes taking into consideration cultural development in all its aspects.
- Event breakdown costs and proposals for the main event.
- Selecting and reserving venues, budgeting, obtaining necessary permits, engineering certificates and appropriate insurance, with health and safety standards (inclusive first aid), attending all Joint Operations Committee (JOC) meetings, developing an emergency contingency plan, coordinating all SMME vendors.
- Applications of Joint Operating Committee for all proposed events.
- Management of all ticket sales and vendor agreements for ticket sales companies.



Output 2 Designing of invitations and distribution

- Designing of Invitation
- Distribution of invitations
- Distribution may be hand delivered, mail Messenger, email/ or web registration.
- Advertising and marketing (print media, social media)

Output 3 Programme production

- Event programmes; Inclusive of (but not limited to) festival programmes, seminars, Exhibitions, Golf Day, and media briefings.
- Conceptualise, design, development, and printing of such programmes.

Output 4 RSVP Management

- RSVP management database (with reporting on confirmations, etc).
- Follow – Up calls
- Name- tags and access control.
- Post a 'thank you' message to attendees.

Output 5 Food and beverages catering

- Manage and cater for all corporate marquees (buffet and bar facilities).
- Menu design options
- Health certificates (certificate of compliance /certificate of acceptability)
- Waiters, Ushers and all catering equipment
- Special dietary requirements (e.g. Halal, vegan or vegetarian).
- Welcome drinks
- All beverages at the event

Output 6 Infrastructure

- Booking of venues and suitable facilities (e.g. Marquee(s))
- Décor and furniture or the corporate village.
- Flooring the whole marquee.
- Centre piece and draping.

Output 7 Audio- visual (AV) production and technical support

- LED screens for corporate village (VIP section)
- Stage and lighting
- Sound system and sound engineer to cater for 5000 - 7000 plus attendees.
- Camera crew and recording.
- Provision of AV material suitable in content and length for publication on digital platforms.

Output 8 Event Proposed lineup

- Proposed LIVE performance arts lineup for D&D. (To accommodate all racial groups).
- Background music (stage DJ).



Output 9: Safety and Security

- Detail overall event security plan (but not limited)
 - Access control VIP and general access
 - Emergency exit points
 - Emergency assembly points
 - Disaster management plan (Backup plan for load shading, Jojo tanks)
 - SAPS mobile and Ambulance services

4. Scope of Service

- Bidder will be required to submit letters of intent from potential sponsors with the submission of this proposal which will be vetted by Sol Plaatje Municipality.
- Develop a comprehensive event proposal within a detailed work breakdown structure with timelines and budgeting schedule for all proposed events/programs (which will be evaluated and a Rubric to guide bidders in developing the proposal the project output and the scope of service must form part of the proposal).
- Detailed project layout plan for the corporate village highlighting (V)VIP access points, ablution blocks parking and security details (drone/ topographic imagery).
- Detail ticket management system prior the main event and on the day of the event which includes all sales and corporate village sales.
- Propose a build-up programme that take into consideration cultural and development SMME aspects into consideration (e.g. crafts, fashion, visual arts, poetry, graffiti).
- Propose an entertainment programme for the main event and potential live performing artist line-up -taking into consideration respect for racial groups.
- All bookings, negotiations, and managing of artists will be the responsibility of the successful bidder.
- Organize vendor participation and food and beverage services.
- Develop a detailed communications plan with the budget which includes all media and stakeholders' briefings, advertising and event promotional material, radio proms, print media, and all social media platforms (Facebook, X, TikTok) to maximize attendance.
- Ensure safety, emergency response planning, and compliance with all regulations.

5. Financial implications:

Sol Plaatje Municipality will allow the successful bidder to utilise the brand name of Diamond and Dorings with no financial implications for the bidder, however, the responsibility to source funding 100% will be that of the bidder. The Sol Plaatje Municipality will contribute in-kind through the provision of Langley Resort and other associated capacities).

All negotiations with potential sponsors will be handled by the bidder which comprises of but not limited to:

- Developing a sponsorship acquisition strategy that aligns with the festival's brand and vision.
- Identify, contact, and secure sponsors to cover the event's operational costs.
- Manage all sponsor relationships, ensuring that sponsors' needs, and branding requirements are met.
- Provide detailed reports on sponsorship acquisition efforts and financial contributions received.



6. Eligibility and Evaluation criteria:

- Bidders must score a minimum of 65 points to be eligible for further technical evaluation (Proposal).
- All bidders who fail to score the minimum threshold of 65 points their bids will not be further evaluated for technical proposal.
- The Evaluation will not be based on price but on the bidder's overall points scored and a technical proposal that meets the scope of service and project outputs.
- Demonstrate experience in organizing large-scale events of a similar nature (music and cultural festivals). Proven track record of hosting a music festival of between 5000 – 7000 patrons
- Proven track record of securing high-value sponsorships for previous events.
- Strong relationships with artists, performers, sponsors, and media in the music and entertainment industry.
- Availability of necessary event management licenses and permits.
- Commitment to community engagement and sustainability practices, particularly local economic impact.

All Proposals will be evaluated using the following functionality criteria:



FUNCTIONALITY EVALUATION CRITERIA

Criteria	Points
Bidders experience on musical events/project management of a similar nature: Bidder must demonstrate that he/she has a proven track record on successfully implementation and completion of similar Events. Bidders are required to provide appointment letters and close-out reports of previous events of similar nature to obtain points. 35 points breakdown is as follows:	35
<ul style="list-style-type: none"> Two appointment letters on the client letterhead signed by the accounting officer/authorized person(s) and Two close-out reports signed off by the accounting officer /authorized person (s) 	15
<ul style="list-style-type: none"> Three appointment letters on the client letterhead signed by the accounting officer / authorized person (s) and Three close- out reports signed off by the accounting officer/ authorized person(s). 	20
<ul style="list-style-type: none"> Four appointment letters on the client letterhead signed by the accounting officer /authorized person (s). four close out reports signed off by the accounting officer / authorized person (s). 	25
<ul style="list-style-type: none"> Five appointment letters on the client with letterhead signed by the accounting officer /authorized person (s) Five close – out reports signed off by the accounting officer /authorized person(s) 	35
Bidders must provide letters of intent with a value from potential sponsors, indicating intent to sponsor if the bidder is successful. Bidders must submit letters of intent with the submission of this bid and must be signed off by either board chairperson, Director/ authorized person (s). The points breakdown is as follows:	25
<ul style="list-style-type: none"> Less than R1m 	10
<ul style="list-style-type: none"> R1m to R 2m 	15
<ul style="list-style-type: none"> R 2 to R 3 m 	20
<ul style="list-style-type: none"> R 3 m and above 	25
Empowerment of local Micro Small Medium Enterprises Bidder must demonstrate that goods and services are going to be procured/subcontracted from local MSME (e.g. security, sound, toilets, marquee) Signed off commitment / off-take letters between MSME 's and the bidder	15
Two commitment / off-take letters	3
Three commitment / off-take letters	5
Four commitment / off-take letters	10
Five commitment / off-take letters	15

Proposed event Proposal Bidder must prepare a detailed event proposal (s) for the main event and build up programs.	25
<p>The project output and service of scope will be used as a rubric and guide to evaluate the event proposal develop. (PLEASE REFER TO PAGE 16 -18 FOR DETAIL OUTLINE)</p> <p>Key elements that will be considered.</p> <ul style="list-style-type: none"> • Creativity and innovation • Exploiting the Diamond and Dorings to promote marketing and local tourism. • Economic stimulation strategies through Musical tourism. • Comprehensive aspects of cultural development must be taken into consideration in the proposal. <p>Breakdown of the proposal</p>	
Output 1: Event Management	6
Output 2 Designing of invitations and distribution	1
Output 3 Programme production	3
Output 4 RSVP Management	1
Output 5 Food and beverages catering	2
Output 6 Infrastructure	3
Output 7 Audio-visual (AV) production and technical support	3
Output 8 Event Proposed lineup	3
Output 9: Safety and Security	3
Total for Functionality	100 points

Terms and Special Conditions for Diamonds and Dorings Music Festival 2025 Proposal Bidders

• Funding Responsibility

All bidders must source 100% of the funding required to organize and host the Diamonds and Dorings Music Festival 2025 as per their event proposal (s).

NB: The Sol Plaatje Municipality will not provide any seed funding or financial assistance

• Full Risk Assumption

By submitting a proposal, bidders agree to assume all financial and operational risks associated with organizing and hosting the Diamonds and Dorings Music Festival 2025. The municipality will not be liable for any losses/damages or incidents in all proposed event (s) that may occur.



- **Insurance and Public Liability**

Bidders must secure appropriate insurance coverage for the event, including liability insurance, to protect against potential claims. Proof of insurance coverage may be requested by the municipality before the event (s) approval.

- **Municipality Branding and Marketing Approval**

Bidders must incorporate municipality branding and promotional requirements in all event marketing materials and that of main sponsors. However, all branding, advertising, and promotional plans must be pre-approved by the municipality to ensure alignment with the municipality's standards and image.

- **Event Compliance**

The event organizers will be solely responsible for adhering to all applicable laws, regulations, and codes, including health and safety requirements, crowd control, and environmental regulations.

- **Termination Rights**

The municipality reserves the right to terminate the agreement with any selected bidder in the case of non-compliance with these terms and conditions, failure to meet funding requirements, or any other breach that compromises the event's integrity. By submitting a proposal, bidders acknowledge they have read, understood, and agreed to these terms and conditions.

- **Reporting:**

Prepare and submit the close-out report after the event.

- **Corporate Social Investment (CSI)**

The successful bidder must commit to a Corporate Social Investment (CSI) to the value of R 100 000.



Bids MUST comply with the following Special Conditions of the Contract where applicable:

- Does the offer comply with the specification(s)?

YES	NO
-----	----

BIDDER SIGNATURE

DATE:

DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: _____

3.2 Identity Number: _____

3.3 Position occupied in the Company (director, trustee, shareholder²) _____

3.4 Company Registration Number: _____

3.5 Tax Reference Number: _____

3.6 VAT Registration Number: _____

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the State? (Employed by the State)?

YES	NO
-----	----

3.8.1 If yes, furnish particulars _____

¹MSCM Regulations: "in the service of the State" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official 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 No.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.

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



3.9 Have you been in the service of the State (employed by the State) for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars

3.10 Do you have any relationship (family, friend, other) with persons in the service of the State (employed by the State) and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.10.1 If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the State (employed by the State) who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?

YES	NO
-----	----

3.12.1 If yes, furnish particulars.

3.13 ARE ANY **SPOUSE, CHILD OR PARENT** OF THE COMPANY'S DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS OR STAKEHOLDERS IN THE SERVICE OF THE STATE (EMPLOYED BY THE STATE)

YES	NO
-----	----

3.13.1 If yes, 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 yes, provide information of other companies as reflected on CSD report:

DISCLOSE THE INFORMATION OF THE OTHER COMPANIES IN THE BELOW TABLE.

No#	Name of Director	Other Company name	CSD Number
1.			
2.			
3.			
4.			
5.			

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME) _____

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

I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME / COMPANY SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

(Print) Name of bidder

THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER

BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY.



ATTACHED CERTIFIED COPY OF THE B-BBEE / SWORN AFFIDAVIT CERTIFICATE HERE

SOL PLAAATJE MUNICIPALITY



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Penalty: -

Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (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).	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 of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



MBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

Signature

Date

Position

Name of Bidder

I confirm that I am duly authorized to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

Name Print _____

2 _____

Name Print _____



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

(Bid Ref Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 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.

N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

_____	_____
Signature	Date
_____	_____
Position	Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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



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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.
 - 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **"Day"** means calendar day.
 - 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
 - 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 **"GCC"** means the General Conditions of Contract.
 - 1.15 **"Good standing"** means not being blacklisted or involved in illegal activities, must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.
 - 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, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18 **“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 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

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.
- 2.1 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.

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.

7. Performance security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure



- needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty / Guarantee

- 15.1 The supplier warrants or guarantees (which applicable to be indicated) that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty or guarantee (which applicable to be indicated) shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty / guarantee.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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



21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, Sol Plaatje Municipality 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 Sol Plaatje Municipality or Sol Plaatje Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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



30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid Sol Plaatje Municipality must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



ATTACH ALL ANNEXURES HERE

SOL PLAATJE MUNICIPALITY