INKOSI LANGALIBALELE LOCAL MUNICIPALITY

FINANCE DEPARTMENT

ILM 7/26/27

APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

BIDDER'S NAME:

FINANCE DEPARTMENT
INKOSI LANGALIBALELE LOCAL MUNICIPALITY

ILM 07/26/27: APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

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INKOSI LANGALIBALELE LOCAL MUNICIPALITY

FINANCE DEPARTMENT

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APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE FOR A PERIOD OF THREE YEARS

INVITATION TO BID

ADVERTISEMENT

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

Inkosi Langalibalele Local Municipality hereby invites proposals from all suitable qualified and experienced organizations/consortia in terms of section 83 of the Municipal systems Act, Act 32 (as amended) and sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following;

Project Name	Bid No	Closing Date
Appointment of a Panel for the Service Providers to Render Events Coordination and Fund-raising for Inkosi Langalibalele Local Municipality for a Period of Three (03) Years	ILM 07/26/27	31 August 2026 @ 10h00

Tender documents will be available in pdf format as from **29 July 2026** in the Inkosi Langalibalele Municipality webpage (www.ilm.gov.za). As well as on eTender portal (www.eTender.gov.za

This tender will be evaluated on the 80/20 preferential procurement policy framework (PPPFA) 2022 Regulations. The evaluation criteria will be based on the functionalities as well.

Please note that bidders must score a minimum of 70% to be considered for further evaluation.

Tenders are to be completed in full bond and in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be placed in a sealed envelope and clearly marked **"Panel of Service Providers to Render Events Coordination" quoting the relevant Bid Number** must be deposited in the Tender box at ground floor, Inkosi Langalibalele Municipality, Victoria Street, Estcourt, 3310 by not later than the above stipulated date and time**,** where they will be opened and registered in public. Validity period is 120 days from bid closing date.

The Inkosi Langalibalele Municipality subscribes to the Preferential Procurement Regulations, pertaining to the 2022 preferential procurement policy framework act (PPPFA) principles whereby a tenderer's submission will be evaluated according to the sum of the award of points in respect of the tender value and specific goal. The tender will be evaluated on 80/20 as per the 2022 PPPFA Regulations and shall be based on pre-qualification and functionality. Bidders must fill all MBDs as attached in the tender document, failing to do so will invalidate a bid document and as such a bidder will be disqualified.Bidders are required to submit a Company Profile accompanied by the company's CSD (Central Supplier Database) Report, CIPC Documents, Certified Identity Documents of all Directors, Valid Tax Clearance Certificate/PIN from the Receiver of Revenue,

Latest Letter of Good Standing from the Bank
(not older than 3 months from the date of closing), Rates and Taxes Statement obtainable from the Local Municipality, alternatively, Valid Lease Agreement.

Service providers operating in exempted areas shall submit an exemption letter obtainable from a Local Municipality.

BID ENQUIRIES

Bid and technical enquiries are to be addressed to SCM Section – Mr KS Manqele at telephone number 036 342 7876 or e-mail to: Manqelek@ilm.gov.za.

The INKOSI LANGALIBALELE Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.

MR SP RADEBE
ACTING MUNICIPAL MANAGER **Notice: 46/2026**

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

FINANCE DEPARTMENT

ILM 07/26/27

APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

CONDITIONS OF CONTRACT

FINANCE DEPARTMENT
INKOSI LANGALIBALELE LOCAL MUNICIPALITY

APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must **NOT** include VAT.
2. **All pages and annexures must be initialed / signed in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Inkosi Langalibalele Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **"Additional"** to the specific bid reference number.
8. Only bids on Inkosi Langalibalele Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of Inkosi Langalibalele Local Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Inkosi Langalibalele Local Municipality "Conditions of the Bid" only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by not later than the stipulated date and time on the advertisement will be considered.

B. DEMONSTRATION AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Inkosi Langalibalele Local Municipality or any other area within the boundary of the Inkosi Langalibalele Local Municipality, any services offered in this bid.

2. Where officials are required to attend demonstrations or inspections outside the boundary of the municipal jurisdiction Area, all costs to attend such demonstration must be borne by the bidder.

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

FINANCE DEPARTMENT

APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

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 goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment

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

1.29. “Mixed use Housing” means Community
Rental Units (CRUs) and Low Cost Housing in
terms of the norms and Standards of the Department of Human Settlements

1.30. “Developer” means Okhahlamba Local Municipality

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

thereof by the purchaser.

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:

(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.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods

shall be held at the cost and risk
of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or

supervision or
maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and;
(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

may have against the supplier under
the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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.

18. 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.

19. 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.

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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

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

23. Termination for default

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

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

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(c) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

Except in cases of criminal negligence or wilful 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

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

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

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

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

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

FINANCE DEPARTMENT

APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

SPECIAL CONDITIONS OF THE CONTRACT

ILM 07/26/27: APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

SPECIAL CONDITIONS OF THE CONTRACT

1. PAYMENT

Payment in respect of services rendered and the applicable principles will be fully detailed in the Service Level Agreement

2. DURATION OF CONTRACT

The service provider will be appointed to the panel, and from a panel, a service level agreement will be entered into with the successful bidder and signed by both parties. The contract is envisaged to subsist for a period from the date of confirmation of appointment of the Service Provider to the end date of the contract. The contract will be reviewed regularly and may be cancelled at any stage based on the performance of the service provider and/or the financial management system itself.

3. PENALTIES

Penalties will be applied for failure to comply with the conditions attached to this bid and Service level agreement. These penalties are more fully described in the Service Level agreement.

4. MEETINGS

This item is discussed further in the Service Level Agreement

5. PROGRAMME

It is compulsory to submit a programme of confirmed activities to be undertaken within 31 days after the award of the bid, and monthly progress report.

6. MONITORING AND PERFORMANCE / TERMINATION

Subject to any legislation or conditions of the bid, the service level agreement to be concluded shall bind and provide performance standards for the bid.

7. SERVICE LEVEL AGREEMENT

Negotiations will take place with the successful bidders to ensure that the contract is acceptable to both parties. Negotiations in respect of said Draft Service Level Agreement (SLA) must be finalised and the document signed within ten (10) calendar days after the award of this contract.

Should no consensus be reached within ten (10) 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. BID VALIDITY

This bid shall not be withdrawn during a period of 120 days from the date on which it is to be lodged and it may be accepted at any time during that period

9 . RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids.

INKOSI LANGALIBALELE LOCAL MUNICIPALITY

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SCOPE OF WORK

SCOPE OF WORK

INTRODUCTION

1.1. Inkosi Langalibalele Local Municipality wishes to establish a panel of suitably qualified and experienced service providers as events managers to manage and coordinate small and large scale of various events such as Sporting Events, Workshops, Imbizos, Mayoral events and project launches, etc. for a period of 36 months. Events will be held at different locations and venues with varying degrees of facilities. Events will take place at formal venues such as professional conferencing and sports facilities as well as in rural areas with little or no facilities.

1.2. Inkosi Langalibalele Local Municipality invites suitably qualified and experienced service providers to serve on its Panel for the Service Providers to Render Events Coordination and Fund-raising

1.3. Panel members will be responsible for the coordination of events as well as fund-raising for municipal events on an as-and-when-required basis.

1.4. Where it is found that the specification drawn by Inkosi Langalibalele Local Municipality is incomplete, the service provider must have the ability to turn around and provide the service that might have been omitted.

2. CATEGORIES OF EVENTS BASED ON THE ATTENDING PEOPLE

2.1 Categories of events

2.1.1 The events will be divided into the following categories:
2.1.1.1 Category A:
Small events where infrastructure is available/unavailable (where 50 or less people attending)
2.1.1.2 Category B:
Small events where infrastructure is available/unavailable (where 51 to 200 people attending)
2.1.1.3 Category C:
Medium events in areas where infrastructure is available/unavailable (where 201 to 500 people attending)
2.1.1.4 Category D:
Large events in areas where infrastructure is available/unavailable (501 - 1000 people attending)
2.1.1.5 Category E:
Large events in areas where infrastructure is available/unavailable (1001 - 2500 people attending)
2.1.1.6 Category F:
Large events in areas where infrastructure is available/unavailable (More than 2500 people attending)

3. MANAGEMENT OF A SERVICE PROVIDER THAT HAS BEEN APPOINTED FOR AN EVENT

3.1 Inkosi Langalibalele Local Municipality Oversight

3.1.1 Inkosi Langalibalele shall allocate the
relevant team of employees to form a steering committee to oversee the event.
3.1.2 The steering committee shall approve all arrangements for an event.
3.1.3 The steering committee may conduct a site inspection with the service provider prior to an event.
3.1.4 A service provider must meet all the tasks and deadlines for the event as communicated by Inkosi Langalibalele Local Municipality.
3.1.4 All funds sourced must be reported to the municipality in writing prior being used for any event and the service provider shall submit all the documentation that will be requested by the municipality from the service provider.
3.1.5 No event shall take place, whether or not the funds were sourced by the member of the panel, without the approval of the steering committee.

3.2 Emerging businesses and economic empowerment

3.2.1 A successful service provider will be obliged to outsource certain event activities (services or supplies) to small businesses, i.e. SMME service providers.
3.2.2 For outsourcing and sub-contracting, a specified minimum value of the contract to be outsourced may be included in the event specific scope of work. Sub-contracted SMMEs must be based within the ward where the function takes place, alternatively, anywhere within Inkosi Langalibalele Local Municipality's area of jurisdiction.
3.2.3 Service providers may be required to draw labour from local community members for events held, with a particular focus on the use of youth and women. This will be defined for each event and dependent on the nature of the event and the resources of the local community. Specific targets may be set by the municipality and the service provider shall report on the achievement of such targets to the relevant allocated employees.

3.3 Market testing

3.3.1 The prices submitted by service providers bidding for an event may be compared to the benchmarked prices.
3.3.2 Inkosi Langalibalele Local Municipality will negotiate with a bidder, if it is of the view that the prices submitted by the bidder are unreasonable.

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FORM OF BID

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT:

_____

FORM OF BID:

_____

To: Municipal Manager
Inkosi Langalibalele Local Municipality
P.O Box 15
Estcourt
3310

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Inkosi Langalibalele Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Inkosi Langalibalele Local Municipality during the validity period of 120 days indicated and calculated from the closing time of bid;

   2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

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

   2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office

Ltd shall be regarded as
my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;

2.6 that this contract or part thereof shall not be ceded;

2.7 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium *citandi et executandi* in the Republic at (full address of this place):

_____

_____

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

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

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

5.1 Are you duly authorized to sign the bid? *Yes/No

5.2 Has the Declaration of Interest been duly completed and included with the other bid forms?* *Yes/No

*Delete whichever is not applicable

SIGNATURE:

_____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

_____

NAMEOF BIDDER: _____

POSTA ADDRESS: _____

_____

TELEPHONENUMBERS: _____

E-MAIL: _____

BIDNUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

3. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.

4. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

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FINANCE DEPARTMENT

ILM 07/26/27

APPOINTMENT OF A PANEL FOR THE SERVICE PROVIDERS TO RENDER EVENTS COORDINATION AND FUND-RAISING FOR INKOSI LANGALIBALELE FOR A PERIOD OF THREE YEARS

MBD FORMS

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ….……

……..

[1]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 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 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 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 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 service of 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 service of 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, furnish particulars:

……..
……..

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

Full Name	Identity Number	State Employee Number

…….. ……..

Signature **Date**

……. ……

Capacity **Name of Bidder**

MBD 6.1 — PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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

2. 1. General conditions

- The following preference point system is applicable to this bid: the 80/20 system for requirements with a rand value of up to R50 000 000 (all applicable taxes included).
- The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- Points for this bid shall be awarded for price and specific goals.
- The maximum points for this bid are allocated as follows: PRICE — 80; SPECIFIC GOALS — 20; TOTAL — 100.
- Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.
- The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. 2. Definitions

"Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services. "Price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts. "Rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes. "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

4. 3. Formula for procurement, where price and specific goals are relevant

$$Ps = 80 [1 – (Pt – Pmin) / Pmin]$$

Where: Ps = points scored for comparative price of bid under consideration; Pt = comparative price of bid under consideration; Pmin = comparative price of lowest acceptable bid.

5. 4. Points awarded for specific goals

In terms of Regulation 4(2) and 5(2) of the Preferential Procurement Regulations, 2022, 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 the table below, as may be supported by proof or documentation stated in the conditions of this tender:

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (80/20 SYSTEM)	NUMBER OF POINTS CLAIMED (80/20 SYSTEM)	METHOD OF EVALUATION
Women owned enterprise (more than 50% ownership by women)	04		CIPC document
People living with disability (more than 50% ownership)	02		**Medical Doctor Confirmation letter**
Youth owned enterprise (more than 50% ownership by persons aged 0 – 35 years)	05		CIPC document
Race — Black owned enterprise (more than 50% ownership by Black persons)	09		CSD report
TOTAL	**20**		

6. 5. Declaration with regard to the company / firm

5.1 Name of company / firm	
5.2 Company registration number	
5.3 Type of company / firm (CC / Pty Ltd / Sole proprietor / Partnership / JV / Trust)	
5.4 Total number of years the company / firm has been in business	

I / we, the undersigned, who is / are 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 / we acknowledge that: the information furnished is true and correct; the preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; 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, disqualify the

person from the bidding process, recover
costs, losses or damages incurred, cancel the contract and claim damages, restrict the bidder from obtaining business from any organ of state for a period not exceeding 10 years, and forward the matter for criminal prosecution.

_____	_____
SIGNATURE OF TENDERER	**DATE**
_____	_____
NAME (IN CAPITALS)	**CAPACITY**

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, *viz*
Invitation to bid;
Tax clearance certificate;
Pricing schedule(s);
Filled in task directive/proposal;
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
Declaration of interest;
Declaration of Bidder's past SCM practices;
Certificate of Independent Bid Determination;
Special Conditions of Contract;
General Conditions of Contract; and
Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

2. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1…….

2…….

DATE:……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I……. in my capacity as……..……
accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

…….

…..…….

DATE:……..

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(i) This Municipal Bidding Document must form part of all bids invited.

(ii) 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.

(iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
been convicted for fraud or corruption during the past five years;
willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
been listed in the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(iv) **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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for BID Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes	No
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

…….. **……..**
Signature **Date**

…….. **…….**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2. 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.

3. 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.

4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(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[3] 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:

    1. prices;

    2. 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.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

……	……
Signature	Date
……	……
Position	Name of Bidder

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PARTICULARS OF THE BIDDER

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PARTICULARS OF BIDDER

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_____

Facsimile Number Code_____Number_____

E-mail Address_____

Contact Person_____

Company / Enterprise Income Tax
Reference Number:_____

Has an original Tax Clearance Certificate been attached? (MBD2) (Tick one box)

YES	NO

Vat Registration Number_____

Company Registration No_____

_____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES	NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES / NO (If YES enclose proof)

A VALID TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

_____

Telephone Number: _____

Banking Details:

Name of Bank: _____

Account Number: _____

Branch Code: _____

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ENQUIRY CONTACT DETAILS

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ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:

MUNICIPALITY:	**INKOSI LANGALIBALELE LOCAL MUNICIPALITY**
DEPARTMENT:	**FINANCE DEPARTMENT**
CONTACT PERSON:	**MR KS MANQELE**
TEL:	**036 342 7876**
E-MAIL:	**Mangele@ilm.gov.za**

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FUNCTIONALITY

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FUNCTIONALITY POINTS FOR BID EVALUATION

No	Key aspect of criterion	Points allocated	Bidder score	Ref no. where supporting documents attached.
1	**Company previous completed project** Number of events undertaken in the last three years 1-5 events = 10 points 6-10 events = 20 points More than 10 events = 30 points **Please note that the company profile must clearly indicate the name of event in which the photo is referring to. Failure to do so will render the company profile ineligible to be evaluated for company previous completed projects i.e. 1 photo, 1 description of event.**	**30**		Pease supply the proof in the form listed below: 1. Company profile with a list of completed events and photos. - At least 3 photos of different events will qualify for 10 points - At least 7 photos of different events will qualify for 20 points - At least 11 photos of different events will qualify for 30 points
2	**Bidders Capacity** Project value of major events undertaken in the last five years in the relevant field - Project value of not less than **R50000.00** = 10 points - Project value of not less than **R100000.00** = 20 points - Project value of not less than **R200000.00** = 30 points	**30**		Please supply proof in the form of appointment letter/official purchase order/recommendation letter
3	**Fund-raising capacity** Previous fund-raising for the last five years per event - Fund-raising for at least two events to the value of not less than **R50000.00** combined = 10 points - Fund-raising for at least two events to the value of not less than **R100000.00** combined = 20 points - Fund-raising for at least two events to the value of not less than **R200000.00** combined = 30 points	**30**		Provide the proof in the form of funding confirmation letter and a recommendation letter from the funding beneficiary
5	**Location of the Branch office** Within KwaZulu Natal = 2 points Within Uthukela District Municipality = 5 points Within Inkosi Langalibalele Municipality = 10 points	**10**		Provide the proof of office site (Valid Rates and Taxes statement/Valid Lease agreement)
	Total Points	**100**		

Please note that bidders must score a minimum of 70% to be considered for further evaluation.

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PRICING SCHEDULE

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PRICING SCHEDULE

COMMISSION IN RESPECT OF THE SECURING OF FUNDING BY SERVICE PROVIDER.

a) This section requires you to indicate your expected commission in respect funding sourced per event.

b) For purposes of this bid and service level agreement, any contribution made by the municipality or any contributions sourced by the Municipality are excluded.

Note. For purposes of this agreement, funding sourced is evaluated per event and not on the number of sources from which said funding is sourced.

Description	Fee % - Minor Events	Fee % - Major Events
Fund-raising per event to the following values	Up to R 1 million	Above R 1 million
Provide your value percentage in the box		

EVENTS MANAGEMENT

Coordination of the following:-

(a) You are required to populate the table below with your bid values in respect of each item, per target audience in terms of arranging and coordinating the event. All items to be provided per unit (each/per person) must be populated as such on fixed rates column.

(b) For items that relates to the target audience, please base your price on the maximum number of participants per category.

(c) The municipality reserves the right to select all or some of the components outlined in the table below, to ensure that the event is successful.

(d) This selection will be based on the particular items necessary for that particular event.

(e) The service provider is requested to submit a separate pricing schedule that includes all the below listed items as well as any other item that is not listed but appear to be paramount to form part of the list from the service provider's point of view.

Items		**Number of spectators/Participants/Community members/etc.**					
		Category A	Category B	Category C	Category D	Category E	Category F
Description of Item	Fixed Rates	1 - 50	51 - 200	201 - 500	501 – 1000	1001 - 2500	More than 2500
Local Artist							
National Artist							
Sound system							
Generator							
Standard Mobile Toilets							
VIP Mobile Toilets							
Mobile Refrigeration							
Marquee							
Plastic Chairs (Normal - each)							
Chairs (Luxury – each)							
Luxury Couch (white – each)							
Green Carpet (Per 10mx2m - each)							
Red Carpet (Per 10mx2m - each)							
Trestle Tables (each)							
Round Tables (each)							
Decoration of venue							
LCD Screens and Projecting Services							
Photography and Video Recording Services							
Lighting							
Normal Breakfast – per person (sandwich, scones, 100% fruit juice, tea, coffee)							
Normal Lunch – per person (Rice, curry, 3 salads, soft drink)							
VIP Breakfast – per person (Must accommodate diabetic people)							
VIP Lunch – per person (Must accommodate diabetic people)							
Transportation							
Stage (per 100mx50m - each)							
Speed Fence including erection and dismantling (per 50m - each)							
Security & Crowd Management							
Advertising, Marketing and Mobilizing							
Clean up management							
Arranging for provision of liability insurance							
Installation and dismantling of lightning conductor(s)							
Escalation % rate (per year)							