

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)							
BID NUMBER: EDET 298/2023		CLOSING DATE: 15 MARCH 2024		CLOSING TIME: 11H00			
DESCRIPTION: APPOINTMENT OF AN EVENTS MANAGEMENT COMPANY FOR ORGANIZING, MARKETING, MANAGING AND EXECUTION OF THE MARULA FESTIVAL FOR THE 2024/25, 2025/26 AND 2026/27 FINANCIAL YEARS							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM							
19 BICCARD STREET							
POLOKWANE							
0699							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		MS LETSWALO MM		CONTACT PERSON		MS HARMSE S	
TELEPHONE NUMBER		015 293 8769 / 082 802 4189		TELEPHONE NUMBER		015 293 8554 / 079 341 0018	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		LetswaloMM@ledet.gov.za		E-MAIL ADDRESS		HarmseS@ledet.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM ISSUED OUT ACQUISITION 23 FEB 2024 PRIVATE BAG X9484 POLOKWANE 0700 LIMPOPO PROVINCE		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: EDET 298/2023

CLOSING TIME 11:00

CLOSING DATE: 15 MARCH 2024

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	APPOINTMENT OF AN EVENTS MANAGEMENT COMPANY FOR ORGANIZING, MARKETING, MANAGING AND EXECUTION OF THE MARULA FESTIVAL FOR THE 2024/2025, 2025/2026 AND 2026/2027 FINANCIAL YEARS	R.....

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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.....
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.....
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R.....
R.....
R.....
R.....
R.....

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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R..... days
R..... days
R..... days
R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

..... R.....
..... R.....
..... R.....
..... R.....

TOTAL: R.....

Name of Bidder:

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

Department of Economic Development, Environment and Tourism
 Evridiki Towers
 19 Biccard Street
 Polokwane

Or for technical information –

Ms. Harmse S
 Director: Tourism
 Tel: (015) 293 8554
 Cell: 079 341 0018
 Email: HarmseS@ledet.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$			

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS			
HDI'S			
1	Black People	7	
2	Women	4	
3	Persons with Disability	2	
SPECIFIC GOALS			
1	Youth	2	
2	Military Veterans	2	
4	Enterprise Located in Limpopo Province	3	
TOTAL		20	

Tenderers are required to furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct:-

- (a) CSD report and/or copy of company CIPC registration certificate.
- (b) Original or Certified Copy of certificate/confirmation of Disability Status.
- (c) Proof of registration with Departments of Military Veterans database.
- (d) Recent Municipal account or Local Authority Letter for confirmation of Local Address (*not older than 3 months*)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

TERMS OF REFERENCE

**APPOINTMENT OF AN EVENTS MANAGEMENT COMPANY FOR
ORGANIZING, MARKETING, MANAGING AND EXECUTION OF THE
MARULA FESTIVAL FOR THE 2024/25, 2025/26 AND 2026/27
FINANCIAL YEARS**

CONTRACT PERIOD: 3 YEARS (36 MONTHS)

1. DEFINITIONS AND TERMS

- 1.1 In these Terms of Reference, unless the context indicates otherwise, a word or expression to which a meaning has been ascribed in the Terms of Reference, has the same meaning, and
- 1.2 **"Contract"** means an agreement entered into between the successful bidder(s) and Limpopo Economic Development, Environment & Tourism (LEDET) where the successful bidder(s) agree to render event management services as specified in the Terms of Reference. Such a contract will include all appendices to the main document and must conform to the Terms of Reference.
- 1.3 **"Bidder/Bidding entity"** means person or persons, partnership, successful bidder, or firm, who herewith submits a bona fide bid for the provision of event management services to the Limpopo Economic Development, Environment & Tourism.
- 1.4 **"Department"** means Limpopo Economic Development, Environment & Tourism.
- 1.5 Words in the singular shall also include words in the plural and vice versa and words denoting the male gender shall be interpreted as also referring to the female gender where the context permits.

2. INVITATION TO BID

- 2.1 Limpopo Economic Development, Environment & Tourism (LEDET) hereby invites suitably qualified service providers to submit proposals for project management services, including the organizing, marketing, managing and execution of the Limpopo Marula Festival that is held annually in the month of February. The appointed service provider will project manage selected services of the Limpopo Marula Festival for a period of three (3) years commencing in the 2024/25 FY, with the first year's festival taking place from 28 April to 04 May 2024.
- 2.2 LEDET reserves the right to exclude certain events and activities from the bouquet of festival activities based on budgetary, third party arrangements entered into by the department and / or other operational requirements, which will be at the sole discretion of the department, throughout the duration of the contracted period.

3. DURATION OF CONTRACT

- 3.1 The contract period is 3 years (36 months).

4. BACKGROUND

- 4.1 The department has identified the harvesting of the marula fruit as one of the components of potential strategic local economic development within the Ba-Phalaborwa municipality. Therefore, the Annual Limpopo Marula Festival, that is hosted in Ba-Phalaborwa, is seen as an integrated economic intervention program used as a drawcard to attract tourists to Limpopo (increase domestic travel and international arrivals), whilst developing a commercial value for emerging entrepreneurs within the marula industry value chain.
- 4.2 This program is in line with the Limpopo Development Plan (LDP) and Limpopo Tourism Growth Strategy (TGS) that promotes the hosting of events that contribute to local economic development through tourism activities and general trade and is to be hosted during the traditional marula season in February each year, when the harvesting of the fruit is at its peak. This is with the exception of 2024, when it will be hosted in April.
- 4.3 Festivals are increasingly being seen as a means to stimulate economic and tourism activities in regions with economic problems, hence the increasing focus on arts and cultural events. The annual Limpopo Marula Festival is used as a catalyst to drive economic activities within the province, the Mopani District and Ba-Phalaborwa Local Municipality which are currently dependent on mining activities and surrounded by rural areas that participate in the activities to enhance social interaction. Thus, the purpose of the Marula Festival is to promote economic development and tourism.
- 4.4 The department requires bidders with the necessary resources, skills and relevant experience to execute the Marula Festival for the 2024/25, 2025/26 and 2026/27 financial years.
- 4.5 The festival will take place in designated venues in the Limpopo Province for the upcoming three financial years, beginning in the 2024/25 FY. The department, together with the bidder/bidding entity, will identify the designated venues and the bidder/bidding entity will be responsible to pay for all such designated venues.

5. OBJECTIVES

The main objectives of the annual Limpopo Marula Festival are as follows:

- 5.1 Use the festival as a draw card to increase domestic, regional and international tourism flow through the promotion of the Marula Festival and its associated festivities.
- 5.2 Develop a festival package to be enjoyed by all age groups as a collective experience (i.e. blend the music festival with other activities including exhibitions, sports activities, career awareness and cultural and heritage events).
- 5.3 Facilitate the development of viable economic opportunities for the people of the province through harvesting and processing of the Marula fruit.
- 5.4 Enhance awareness and usage of the Marula fruit amongst domestic consumers and the business community.
- 5.5 Create strong partnerships between the beverage brewers, hospitality industry and corporates to enhance marketability of Marula products.
- 5.6 Create a platform for the development of sustainable businesses out of Marula.
- 5.7 Increase visitor numbers to the province with huge multiplier effects (in terms of bed nights and spend) within the host venue and province in general.
- 5.8 Increase the commercial value of the Marula products through the support of the developed Marula Beverage Brewers and producers of the bi-products.
- 5.9 Increase business networks and partnerships.
- 5.10 Enhance promotion of the province with the Limpopo Marula Festival being showcased as an authentic brand that caters for the needs of all age groups and unique to Limpopo.
- 5.11 Promote economic, cultural and heritage diplomacy through participation of regions of the world with which Limpopo Province has historical ties.

6. SCOPE OF WORK

The successful bidder is expected to -

- 6.1 Develop a detailed proposal on how they would organize, market, manage and execute the festival in each financial year, which must include, but not be limited to, developing a festival layout plan for the festival, providing infrastructure marquees as outlined in the terms of reference, supply additional amenities like mobile toilets, crowd barriers, catering, security serves, as well as all other logistics as outlined in the terms of reference.
- 6.2 Source artists for three genres of music, incorporating the interest of adult and youth cohorts, considering the current demand and appeal to the target markets, including contracting of artists and stage management.

- 6.3 Provide sound and stage to host an open-air concert, with dimensions of 10m x 10m and appropriate backline and frontline stage lighting.
- 6.4 Provide a detailed cost breakdown of all the items listed in this specification.
- 6.5 Indicate their level of expertise in their proposal in organizing similar events and demonstrate their ability to successfully execute the task.
- 6.6 Develop a Security Management Plan for the festival and demonstrate execution of the plan, by procuring the services of a qualified security company to manage all festival activities, as well as sufficient and appropriate crowd barriers.
- 6.7 Management and monitoring of the Marula Beverage Brewing Co-operatives.
- 6.8 Management of SMME trading stalls and food stalls.
- 6.9 Provide a Risk Management Plan.
- 6.10 Provide Emergency Medical Services (EMS).
- 6.11 Ticketing through the procurement of an accredited company.
- 6.12 Provide public liability insurance to the value of R50 million.
- 6.13 Showcase their understanding of the socio-economic demographic of the province and how the festival will be utilized to promote the provincial economy and increase tourism in the province.
- 6.14 Indicate media partnerships that will be entered into in the marketing of the festival.
- 6.15 Present the proposal at the department premises in Polokwane at the discretion of the department and as per invite.
- 6.16 Upon being successfully appointed, sign a binding service level agreement that will cover the duration of the three financial years.
- 6.17 Raise sponsorship to host the entire bouquet of festivities associated with the Marula Festival.

7. Schedule of Festivities for the Annual Marula Festival

The Marula Festival for 2024/25, 2025/26, 2026/27 consists of the following schedule of activities and events:

- 7.1 Marula District Build Up Events (x 5, covering the 5 districts of the province)
- 7.2 Marula Media Launch
- 7.3 Marula Cultural Parade
- 7.4 Mayor's Dinner
- 7.5 Marula Career Expo
- 7.6 Marula Family Marathon
- 7.7 Marula SMME Flea Market
- 7.8 Marula Golf Day

- 7.9 Marula Welcome Dinner
- 7.11 Marula Open-Air Concert
- 7.12 Logistics for processing and procurement of the marula brew from Co-operatives
- 7.14 Marula Festival Communications and Marketing
- 7.15 Photography and Videography Services at all Events/Activities

8. Services to be Rendered

The service provider will be expected to provide all services as outlined below and make all necessary payments towards the successful execution of the events/activities:

Item No.	Description of event	Services Required	Venue	Service Standard
8.1	Marula District Build Up Events	The Service Provider is required to: - Contract and remunerate 50 cultural groups (10 per district), 25 local upcoming artists (5 per district) to participate in the district build up events. - Liaise with artists for their technical riders and other logistical requirements (the performance fee must include transport and catering costs). - Identify, procure and remunerate judges for the 5 district events (3 judges per district). - Provide catering for 500 members of the Local Organizing Committee (LOC) (100 per district). - Provide 1 000 bottles of water, 500ml (i.e. 200 bottles per district). - Co-ordinate and manage the Joint Operations Committee (JOC). - Arrange public liability insurance for 1 000 people per district, at each district event. - Erect a mini stage in each district (6m x 8m). - Provide 5 x stretch tents, 1 per district (10m x 15m).	- Venues (in all 5 districts) will be identified by the department. - The Service Provider will secure and pay for the venues. - Performing artists will be identified by the department. - A programme will be conducted in each district and must be drafted and printed by the Service Provider.	The Service Provider must comply with the following service standards: - Catering must be in accordance with specifications for catering contained in this document. - The size of the mini stage must be 6 x 8 meters and of high quality, with a compliance certificate for safety. - Stretch tents must be according to specifications outlined in this document. - The provision of security guards must be according to specifications contained in this document. - Portable toilets must be according to specifications contained in this document. - Cleaning services must be according to specifications outlined in this document.

Item No.	Description of event	Services Required	Venue	Service Standard
		• Provide an open-air sound system to cater for 1 000 people per district with speakers that will ensure that artists are clearly audible around the venue. • Provide a full backline for live performances. • Provide cleaning services at each district event. • Provide security guards at all events. • Provide portable toilets at all events. • Provide backup energy supply.		• Security services must be according to specifications outlined in this document
8.2	Marula Media Launch: 2024/2025 2025/2026 2026/2027	The Service Provider is required to: • Advertise, market, develop communication content, manage, and execute the Marula Media Launch in 2024, 2025 and 2026. The department will provide further details of the launch which will include details of artists to perform during the Marula Festival. • Design and print media invites, invite media houses, stakeholders, and partners in consultation with the department. • Design and print media launch posters, individual artist posters and all festival activity/events posters.	Venue will be identified by the department and the Service Provider will secure and pay for the venue, along with all logistical arrangements associated with the media launch.	The Service Provider must comply with the following service standards: • Catering must be in accordance with specifications contained in this document. • The stage size should be 4 x 3 meters, with a ramp. The stage must have a safety certificate of compliance. • Services will include venue hire, décor, sound system and design

Item No.	Description of event	Services Required	Venue	Service Standard
		• In consultation with the department, invite and remunerate artists to perform at the media launch. • Provide catering for 200 guests and working staff. • Provide sound as per technical riders. • Procure the venue, as identified by the department. • Provide stage with dimensions of a minimum of 4m x 3m. • Assist with logistics that will provide for the attendance of the Marula Co-operatives at the event, along with the supply of the marula brew. • Provide backup energy supply.		and printing of the event program.
8.3	Marula Cultural Parade 2024/2025 2025/2026 2026/2027	The Service Provider is required to: • Procure pre-packed catering (breakfast and lunch) for 350 cultural performers, artists and support officials that will be participating in the cultural parade. • Procure 1 500 bottles of water (500 ml), with ice.	Wildeveye Park to Impala Park Stadium, Phalaborwa	• Catering must be in accordance with specifications contained in this document. • Portable toilets must be in accordance with specifications contained in this document.

Item No.	Description of event	Services Required	Venue	Service Standard
		• Set up a mobile ice cooler at the venue. • Procure and remunerate artists and cultural performers, as identified and agreed to by the department. • Provide cleaning services. • Provide security services. • Provide portable toilets. • Provide signage for the route to be used. • Prepare, design and print a formal program for the event. • Prepare and authorize the route with the relevant authorities (e.g. municipality, traffic department, etc.) and JOC. • Liaise with performers for their technical riders and other logistical requirements for their performance. • Arrange public liability insurance for 1 000 people. • Provide stage, sound system, lighting and marquee for the formal program of the cultural parade.		• Security services must be in accordance with specifications contained in this document and as per JOC requirements. • Cleaning services must be in accordance with specifications contained in this document.

Item No.	Description of event	Services Required	Venue	Service Standard
8.4	Marula Career Expo 2024/2025 2025/2026 2026/2027	• Provide backup energy supply. The Service Provider is required to provide the following: • 2 x Square framed marquees (10m x 10m each), with rubber flooring • 1 x Square framed marquee (5m x 5m), with rubber flooring • 800 Chairs • 20 Tables • 2 x VIP toilet (one each for males & females) for 5 days, fully serviced hourly. • 4 x Ordinary chemical toilets over a period of 5 days, fully serviced hourly. • Supply 10 x bales (48 pack) of toilet paper (2-ply). • 1 x Portable toilet for Persons with Disabilities. • Provide pre-packed lunch packs, with soft drinks, for 1 250 learners per day for 5 days. • Procure catering for 250 stakeholders and officials each day over 5 days of the event.	Impala Park Sports Complex, Phalaborwa	• Catering must be in accordance with specifications contained in this document. • Portable toilets must be according to specifications contained in this document. • Marquees must comply with safety standards and have a certificate of compliance.

Item No.	Description of event	Services Required	Venue	Service Standard
		- Supply 2 500 bottles of water (500 ml), over 5 days of the career expo, with a minimum of 500 bottles daily. 4 x Air conditioners (24 000 BTU) for the marquees. - Power supply to the marquees. - Lights in the marquee (fluorescent or normal bulbs). - Cleaning services daily. - Provide backup energy supply. <u>Host the Chef's Corner by supplying the following:</u> - Groceries worth R4 000 2 x Prep tables 2 Burner gas stove 9kg Gas bottle, refilled when required 2 x Induction stoves - Bowls and cutlery (as stipulated by the chef) 1 x Mobile fridge (standard size)		
8.5	Marula Family Marathon 2024/2025 2025/2026	The Service Provider is required to: Incorporate the hosting of the event into the Joint Operations Committee (JOC).	The route will be identified by the host partner, in conjunction with other stakeholders.	Specifications for the route will be provided by the host partner.

Item No.	Description of event	Services Required	Venue	Service Standard
	2026/2027	• Incorporate the hosting of the event into the marketing and communications plan of the entire festival proceedings. • Provide 500 bottles of water (500 ml) to service the watering stations along the route.		in consultation with Limpopo Athletics.
8.6	Marula SMME Flea Market 2024/2025 2025/2026 2026/2027	The Service Provider is required to: Liaise with the department, its entities and other relevant stakeholders to prepare logistics for 30 exhibitors from the five districts of the province, which will include the following services over 4 days: • 1 x Framed marquee (40m x 20m). • The exhibition marquee should have sufficient power supply for exhibitors, with at least one electrical point and lights for each exhibition stand. • Provide 30 customised framed lockable cabinets with glass display shelves attached to it that is branded with the Marula logo and the company name. • Provide 2 high bar chairs per stand.	Eden Square Mall, Phalaborwa	• Catering must be in accordance with specifications contained in this document. • Portable toilets must be provided according to specifications contained in this document. • Security services must be provided according to specifications contained in this document. • Marquee/s must comply with safety standards and have a certificate of compliance.

Item No.	Description of event	Services Required	Venue	Service Standard
		• Provide 3m x 3m cubicle stalls for 30 exhibitors (30 cubicles). • Provide setup for 2 reception areas, similar to that of the exhibitors. • Provide 6 x dustbins. • Prepare 2 x seating areas (3-seater couches x 4, Ottomans x 4 and coffee tables x 2). • Marquee to include 5 x air conditioners, placed at strategic locations (24 000 BTU). • Marquee to include interlocking rubber flooring. • Provide security guards for the duration of 4 days of the exhibition (night & day shifts). • Provide accreditation for staff and exhibitors. • Provide portable toilets (3 x double mobile VIP toilets, combination of male & female), fully serviced hourly. • Provide catering for 60 people (lunch only over 4 days). • Provide accommodation for 30 exhibitors for 5 nights. • Provide daily cleaning services. • Provide branding.		

Item No.	Description of event	Services Required	Venue	Service Standard
		• Arrange public liability insurance for 200 people per day, over the duration of the flea market. • All the above logistics to be effected at a venue as determined by the department. • Power supply to the marquees. • Lights in the marquee (fluorescent or normal bulbs). • Provide backup energy supply.		
8.7	Marula Golf Day 2024/2025 2025/2026 2026/2027	The Service Provider is required to: • Procure the venue by paying for green fees and services of the halfway house. • Procure a meeting room at the venue, with refreshments (x 15 people). • Procure golf apparel for male and female players (350), including caps (400) and branding on all apparel, incorporating the design & branding as determined by the department. • Procure prizes to the value of R40 000. • Procure golf carts as determined by the department (60 golf carts).	Phalaborwa	Golf apparel to include: • 250 Male (branded) • 100 Female (branded) • 400 caps (branded) • Branded packaging / bags

Item No.	Description of event	Services Required	Venue	Service Standard
		- In the event of the non-availability of golf carts, arrange transport and meals for caddies (120). - Remunerate caddies (x 120) and spotters (x 10) for work done during the golf day, as per rates determined by the department. - Procure venue (with décor) and meals to host the prize-giving ceremony for 250 people. - Procure services for the golf tournament administration. - Provide backup energy supply for the prize giving event.		
8.8	Marula Welcome Dinner 2024/2025 2025/2026 2026/2027	The Service Provider is required to: - Procure a venue with décor, sound and stage to host a welcoming dinner for 400 people. - Procure a 2-course dinner, with an assortment of juices and soft drinks. - Procure 1 000 bottles of water (500 ml). - Prepare and print an event program. - Procure accreditation. - Procure security services.	The venue will be identified by the department.	- Catering must be in accordance with specifications contained in this document. - Security services must be provided according to specifications contained in this document.

Item No.	Description of event	Services Required	Venue	Service Standard
		• In conjunction with the department, identify and remunerate 4 artists (musicians) to perform at the welcome dinner. • Provide backup energy supply.		
8.9	Marula Open-Air Concert 2024/2025 2025/2026 2026/2027	The Service Provider is required to: Coordinate, manage and execute the Marula Open-Air Music Festival through procurement of the following: • Contracting, management and remuneration of 20 artists (local, national & international) as agreed with the department. • Liaison with artists for their technical riders, time for performances and other logistical and technical requirements. • Provide technical riders for artists. • Catering for 300 artists and crew. • Sound and stage with dimensions of 10m x 10m. • Accommodation for artists who will perform after 21h00 and who reside more than 150 km radius from Phalaborwa.	Impala Park Stadium, Phalaborwa	• Accommodation must have a tourism star grading of not less than 3 star and must include dinner, bed & breakfast. • Catering must be according to the specifications contained in this document. • Marquee tents must be according to the specifications contained in this document. • Security guards must be according to the specifications contained in this document. • Portable toilets must be according to the specifications contained in this document.

Item No.	Description of event	Services Required	Venue	Service Standard
		• Audio visual screens and speakers that will ensure that the artists are visible and audible all around the venue. • Security services. • Accreditation. • Portable toilets. • Cleaning services serviced hourly. • Signage • Branding. • Crowd barriers. • Management of parking areas for VIP guests and the general public. • Participate in the Joint Operations Committee (JOC) and Venue Operations Committee (VOC). • Arrange public liability insurance for 10 000 people. • Departmental & entities' VIP hospitality marquee. • Sponsors and partners VIP hospitality marquee. • Public VIP hospitality marquee. • Corporate VIP hospitality marquees. • Marula Village marquee for co-operatives.		• Cleaning services must be according to the specifications contained in this document. • Crowd control barriers must be according to the specifications contained in this document. • The parking area must be managed according to the specifications supplied. • Sound and stage must adhere to the specifications as supplied by the department and must have a certificate of compliance.

Item No.	Description of event	Services Required	Venue	Service Standard
		• Provide backup energy supply.		
8.10	Procurement of the Marula Brew 2024/2025 2025/2026 2026/2027	The Service Provider is required to procure the following: • 12 000 Litres of the marula brew (from 15 co-operatives). • Breakfast, lunch & dinner for 60 members of the co-operatives over 5 days (during the brewing). • 1 200 bottles of water (500 ml) over 5 days of the brewing process. • 120 Plastic aprons. • 100 Heavy duty refuse bags. • 1 x 5 litre Dish washing liquid. • Accommodation for 60 brewers/members of the co-operatives for 2 nights for the open air concert. • Secure and procure the venue for the production of the marula brew. • Portable toilets fully serviced. • Cleaning services daily.	Municipal Lapa, Phalaborwa	• Catering must be according to the specifications contained in this document. • Marquee tents must be according to the specifications contained in this document. • Portable toilets must be according to the specifications contained in this document. • Cleaning services must be according to the specifications contained in this document.

Item No.	Description of event	Services Required	Venue	Service Standard
		- Transport of the marula brew to various events that are scheduled as part of the festivities and to the main festival. - Provide marquee for the brewers to showcase and offer the marula brew to festival goers at the open air concert. - Décor for the marquee (traditional décor for the Marula Village). - Catering for 40 co-operative members during the open air concert. - Storage (cold storage) of the marula brew until consumed at the various events.		
8.11	Marula Festival Communication and Marketing 2024/2025 2025/2026 2026/2027	The Service Provider is required to: - Market the Marula Festival using, amongst others, radio, television, electronic media, print media, digital and social media prior and during the festival activities. - Design electronic posters and flyers for all the festival activities.	The mediums of communication will be agreed upon by the department.	- The department will quality assure and approve all samples prior to publication. - All marketing, advertising, public relations, and communication activities shall be agreed upon between the department and the Service Provider.

Item No.	Description of event	Services Required	Venue	Service Standard
		• Print and distribute 1 000 A1 correx posters and 10,000 A5 flyers (double-sided printing) for the overall festival, promoting all activities and associated events. • Supply and deliver 5 mobile trailers (A-frame mobile trailers, 2 x 2 meters, printed on both sides). The Service Provider is expected to brand, manage the processes of assembling the trailers in the morning and removing them in the evening, daily. • Provide 30 cloth banners (3 x 2 meters), printed in full colour, one sided, which must be placed in all districts (areas will be agreed upon with the department). • Procure, co-ordinate and manage robot blitz (6 x motorbikes and motorcade) to be hosted on two Fridays prior to the main event in all strategic points that will be identified by the department, which will take place in Polokwane and Phalaborwa.		• Marketing of the event and the frequency of adverts shall commence on a date as agreed to between the department and bidder/bidding entity and this should not be less than three months prior to the event.

Item No.	Description of event	Services Required	Venue	Service Standard
8.12	Marula Festival Photography and Videography Services	The Service Provider is required to: - Produce snippets/short videos on daily activities for all events and post such on social media and the departmental website. - Manage daily alerts on social media, including and not limited to, Facebook, X, Instagram etc. - Post profiles for all artists on social media daily, immediately after the media launch. - Procure and provide photography and videography services for all events.		- The snippets to be provided are for pre, during and post the festival. - The Service Provider will be expected to provide a video as well as digital photographs of all activities, including the main festival, and submit such to the department at least 2 days after each event/activity.
8.13	Ticketing	- Procure the services of an accredited company for the sale of tickets. - Procure scanners and the services of an accredited company to perform scanning of tickets at the entry points of all events requiring such.	At all relevant events where tickets are sold.	Company must be accredited.

9. SPECIFICATIONS FOR SERVICES THAT MUST BE RENDERED

CHEMICAL PORTABLE TOILETS	
• Ordinary flushable portable chemical toilets to cater for the attending masses at each of the venues listed above. • VIP, 2-in-1, flushing chemical toilets at each of the venues requiring such. • Ensure that the toilets are serviced every hour and maintained for cleanliness throughout each event/activity. • Replenish toilet paper every hour and ensure a constant supply of water at all the events listed. • All toilets to be delivered and operational at each of the venues at least 24 hours prior to the event.	
District build up events	x 30 (06 per district) ordinary flushable portable chemical toilets x 05 (01 per district) VIP, 2-in-1, flushing chemical toilets
Media launch	N/A
Mayor's dinner	N/A
Cultural parade	x 06 ordinary flushable portable chemical toilets x 02 VIP, 2-in-1, flushing chemical toilets
Career expo	x 04 ordinary flushable portable chemical toilets x 02 VIP, 2-in-1, flushing chemical toilet
Family marathon	x 02 ordinary flushable portable chemical toilets at the end point of the race x 01 VIP, 2-in-1, flushing chemical toilet at the end point of the race
SMME flea market	x 05 ordinary flushable portable chemical toilets x 02 VIP, 2-in-1, flushing chemical toilet
Golf day	N/A
Welcome dinner	N/A
Open-air music concert	x 40 ordinary flushable portable chemical toilets x 15 VIP, 2-in-1, flushing chemical toilets
Processing & procurement of the marula brew	x 02 ordinary flushable portable chemical toilets at the processing venue
Communications & marketing	N/A
Photography & videography	N/A

CLEANING SERVICES	
• Maintain cleanliness of the festival venues, which includes cleaning of sites (before, during and after each event). • Secure from the municipality a total of 20 x refuse bins, with collection services at the various venues throughout the duration of the events / activities. • Provide cleaning services at the stadium, which is the main venue. • Provide cleaning services in all hospitality marquees.	
District build up events	25 (05 per district)
Media launch	N/A
Mayor's dinner	N/A
Cultural parade	05
Career expo	03 per day for the duration of the expo
Family marathon	N/A
SMME flea market	03 per day for the duration of the expo
Golf day	N/A
Welcome dinner	N/A
Open-air music concert	Minimum 50
Processing & procurement of the marula brew	N/A
Communications & marketing	N/A
Photography & videography	N/A

SECURITY SERVICES	
- Contract with private security company to provide public security for all events and activities associated with the festival. - Security company must ensure that all employees are PSIRA accredited. - Security personnel may be a combination of armed and unarmed, Grade C Security Officer. - Company must comply with the minimum wage for the sector. - Services must be available 24 hours if indicated so (i.e. day & night shift). - The company providing security services must be registered and remain in good standing with PSIRA for the duration of this contract. - The Department reserves the right to, at any time, call upon the security services to produce Grade C PSIRA certificate in good standing, valid COIDA certificate, valid UIF and CK. - The security service provider/s must have training on events management. - The bidder must comply with all legislation applicable to the rendering of the security services and ensure continuity of such services for the duration of the festival activities.	
District build up events	50 (10 per district)
Media launch	N/A
Mayor's dinner	N/A
Cultural parade	N/A
Career expo	N/A
Family marathon	N/A
SMME flea market	02 Unarmed guards from 06h00 to 18h00 for a period of 4 days (day shift) 02 Armed guards from 18h00 to 06h00 for a period of 4 days (night shift)
Golf day	N/A
Welcome dinner	N/A
Open-air music concert	200 Security guards, with a combination of armed and unarmed rotated between the day shift and night shift
Processing & procurement of the marula brew	N/A
Communications & marketing	N/A
Photography & videography	N/A

MARQUEES	
• All marquees must have safety compliance certificates and engineering certificates. • All enclosed framed marquees must be air-conditioned. • All marquees must have rubber and carpeted flooring, as indicated. • All marquees must comply with SABS. • All marquees must comply with JOC requirements. • All marquees must be erected at least 24 hours before each event.	
District build up events	05 Stretch tents (01 in each district) Dimensions: 10m x 15m The stretch tent must be waterproof. The stretch tent must be without any defects
Media launch	N/A, the venue will be identified by the department with the location being any of the five districts in the Province.
Mayor's dinner	N/A
Cultural parade	N/A
Career expo	• 2 x Square framed marquees (10m x 10m each) • 1 x Square framed marquee (5m x 5 m) • 800 Chairs • 20 Tables • 03 x Air conditioners (24 000 BTU) • 03 x Fire extinguishers • Rubber flooring
Family marathon	N/A
SMME flea market	40m x 20m Framed marquee 30 (3m x 3m) cubicle stalls 80 Chairs Rubber flooring 05 Air conditioners (24 000 BTU)
Golf day	N/A

MARQUEES	
• All marquees must have safety compliance certificates and engineering certificates. • All enclosed framed marquees must be air-conditioned. • All marquees must have rubber and carpeted flooring, as indicated. • All marquees must comply with SABS. • All marquees must comply with JOC requirements. • All marquees must be erected at least 24 hours before each event.	N/A
Welcome dinner	
Open-air music concert	- 2 of 50M x 20M framed marquees with glass doors and 14 air-conditioners (24 000 BTU) - 1 of 80M x 20M framed marquee with glass doors and 18 air-conditioners (24 000 BTU) - 1 of 20M x 20M framed marquee apportioned as a backstage dressing room for males and females during the open-air concert, with air-conditioning - 1 of 20M x 20M framed marquee with glass doors and 06 air-conditioners for festival sponsors and partners - 3 of 20M x 20M framed marquees with glass doors and 09 air-conditioners for corporate VIP hospitality - 1 of 40M x 20M framed marquee with air-conditioning and rubber flooring for SMME flea market - 1 of 15M x 10M framed marquee 03 air-conditioners for to be utilized as the VOC, with tables and chairs for 40 people - 1 of 20M x 20M stretch tent for backstage artist hospitality - Décor and furniture in all marquees - 1 of 50M x 40M stretch tent for Marula Brewers seating 100 people with traditional décor to be used as the Marula Village - Carpeted flooring - VIP décor and furniture in all framed marquees with glass doors - VIP catering including 3 x meals, beverages and water - All marquees to have sufficient air-conditioning
Processing & procurement of the marula brew	N/A
Communications & marketing	N/A
Mayor's dinner	N/A

MARQUEES	
• All marquees must have safety compliance certificates and engineering certificates. • All enclosed framed marquees must be air-conditioned. • All marquees must have rubber and carpeted flooring, as indicated. • All marquees must comply with SABS. • All marquees must comply with JOC requirements. • All marquees must be erected at least 24 hours before each event.	
Photography & videography	N/A

CATERING	
• The service provider should ensure that meals should cater for kosher, halaal, vegetarians, diabetics, and any other dietary requirements. • All catering must meet strict hygienic standards. • The menu for each event / activity must be finalized with the department.	
District build up events	Provide lunch for 500 LOC members (100 per district) consisting of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 250), Assorted soft drinks (300ml x 250) and bottled mineral water (500ml x 1000).
Media launch	Catering for 200 guests consisting of the following: 2 vegetables, 2 starches, 3 types of meat, 2 salads, desert, 100% juice (330ml x 100), Assorted soft drinks (300ml x 100) and bottled mineral water (500ml x 800)
Cultural parade	Pre-packed catering (breakfast and lunch) for 350 cultural performers, artists and support officials that will be participating in the cultural parade. The breakfast packs must be served in a disposable / recyclable container and must consist of the following: Assortment of sandwiches, tea and/or coffee, selection of fruit. The lunch packs must be served in a disposable / recyclable container and must consist of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 175), Assorted soft drinks (300ml x 175) and bottled mineral water (500ml x 1500), with ice. Set up a mobile ice cooler at the venue.

CATERING	
- The service provider should ensure that meals should cater for kosher, halaal, vegetarians, diabetics, and any other dietary requirements. - All catering must meet strict hygienic standards. - The menu for each event / activity must be finalized with the department.	
Career expo	Pre-packed lunch packs, with soft drinks, for 1 250 learners per day for 5 days. The lunch packs must be served in a disposable / recyclable container and must consist of the following: 1 vegetable, 1 starch, 1 meat, 100% juice (330ml) and assorted soft drinks (300ml) for 1250 learners over 5 days. Catered lunch for 250 stakeholders and officials each day over 5 days of the event consisting of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml), Assorted soft drinks (300ml) 2 500 bottles of water (500 ml), over 5 days of the career expo, with a minimum of 500 bottles daily. 500 Bottles of water (500 ml) with ice.
Family marathon SMME flea market	Catered lunch for 60 stakeholders and officials each day over 4 days of the event consisting of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml), Assorted soft drinks (300ml)
Golf day	Dinner for 250 guests at the golf prize-giving ceremony. Dinner to consist of the following: 2 vegetables, 2 starches, 3 types of meat, 2 salads, desert, 100% juice (330ml x 125), Assorted soft drinks (300ml x 125) and bottled mineral water (500ml x 600)
Welcome dinner	2-course dinner, with an assortment of juices and soft drinks for 400 people. Dinner to consist of the following: 2 vegetables, 2 starches, 3 types of meat, 2 salads, desert, 100% juice (330ml x 200), Assorted soft drinks (300ml x 200) and bottled mineral water (500ml x 1000)

CATERING	
- The service provider should ensure that meals should cater for kosher, halaal, vegetarians, diabetics, and any other dietary requirements. - All catering must meet strict hygienic standards. - The menu for each event / activity must be finalized with the department.	
Open-air music concert	VIP catering for 600 people to be served three times during the course of the open air concert. Catering to consist of the following: 2 vegetables, 2 starches, 3 types of meat, 2 salads, an assortment of 100% juice (330ml) and soft drinks (300ml) and bottled mineral water (500ml x 1500) VIP catering for public patrons as per ticket sales.
Processing & procurement of the marula brew	Lunch for 60 members of the co-operatives over 5 days (during the brewing). Catered lunch to consist of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 30), Assorted soft drinks (300ml x 30) and bottled mineral water (500ml x 1200) with ice over the 5 day period.
Communications & marketing	N/A
Photography & videography	N/A

10. SUBMISSION OF PROPOSALS

Submission from the service provider will be evaluated in terms of Two-envelope and the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulations, 2022.

10.1. Two envelope system

The two-envelope system minimises any form of price bias in the technical selection phase by disclosing the price details to the evaluators after completion of the technical selection stages ensuring both sections are evaluated fairly and unbiased. The two envelope system is based on the submission of the Technical and Financial Proposals sealed in two separate envelopes. No Financial information may be contained in the Technical envelope and vice versa, as this will lead to automatic disqualification. Submission must be done as follows:

10.2. Technical Proposal (Envelope 1)

Bidders must submit their Technical Proposal in a sealed envelope with name of bidder, closing date and time and the bid number clearly indicated on the envelope. The envelope should only contain the Technical Proposal and compulsory forms (i.e. SBD1, SBD 4, SBD 6.1,) General Conditions of Contract, and all other required documents as per Terms of Reference. No Financial information.

The **Technical Envelope** must not include the financial proposal.

NB: inclusion of financial information in a technical proposal envelope will lead to automatic disqualification of the specific proposal.

10.2.1. Financial Proposal (Envelope 2)

Bidders must submit their Financial Proposal in a sealed envelope with name of bidder, closing date and time and the bid number clearly indicated on the envelope. The Financial Envelope must contain the project costs and disbursement as well as SBD 3.3 (Pricing schedule). The Financial Proposal must be submitted in a **SEPARATE** sealed envelope with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope.

The Financial Envelope must not be included with the Technical Proposal.

NB: Failure to comply with two-envelope requirement will automatically be disqualified.

11. EVALUATION OF THE BID

Bidders will be evaluated in accordance with the supply chain management policies, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2022.

11.1. The bids will be evaluated on three phases:

- Phase 1: Administrative or Pre-check Compliance
- Phase 2: Functionality Criteria
- Phase 3: Price and Specific Goals

11.2. Phase 1: Administrative /Pre-check Compliance

11.2.1 During this stage of the evaluation the bidders will be evaluated on whether or not they comply with the following:

- a) Complied with all the conditions of tender; and
- b) Submitted all mandatory documentation required;

11.2.2 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

11.2.3 Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax compliance status	Tax status must be compliant
Business registration	Entity must be in business (i.e. active status)
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not be considered if shareholders or directors are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official

	capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.	
Tender defaulting and restriction status	Entity and directors must not be restricted	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time
Bidder's Disclosure – SBD 4	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must declare if they have interests in other Companies. Refer to Paragraph 2.3 of SBD 4). NB: Failure to declare any other companies will result in disqualification
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete the Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)

11.3. Phase 2: Functionality Evaluation

Technical Requirements (i.e. Functional Specifications, skills and experience, references and resources). This evaluation will be based on the responses provided in the Bidders bid documents, using the functionality requirements in the TERMS OF REFERENCE section. The threshold values set for qualification of a bid is a score of **70 points** and all bidders who score below this score will be eliminated.

The functionality criteria, together with the maximum points to be awarded, are set out below:

The weight that will be allocated to each functionality criteria is as follows:

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
		SCORE GUIDE	POINTS	
1. COMPANY EXPERIENCE Bidders must demonstrate an in-depth experience and expertise in hosting event(s) of similar nature (in terms of coordination, magnitude, risk nature) NB: the number of events that bidders hosted must be tally or correspond with the reference letters submitted	Bidder to attach Reference letter(s) confirming the work the bidder has executed or currently executing. - Reference letters must indicate the contract period (start and end dates of the contract), contract value, contact details, contract description of service, rating or performance of service and must be <u>signed</u> by client. - Reference letters must be on company letterhead - Reference letters not complying with the above requirements will not be considered. NB: Reference letters indicating irrelevant experience will not be considered and will be allocated 0 point			30
		Hosted 5 events of a similar nature (coordination, magnitude, risk nature) and 5 positive references	30	
		Hosted 4 events of a similar nature (coordination, magnitude, risk nature) and 4 positive references	24	
		Hosted 3 events of a similar nature (coordination, magnitude, risk nature) and 3 positive references	18	
		Hosted 2 events of a similar nature (coordination, magnitude, risk nature) and 2 positive references	12	
		Hosted 1 event of a similar nature (coordination, magnitude, risk nature) and 1 positive contactable and signed reference	6	
		No submission of evidence on company experience	0	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
2. FINANCIAL CAPACITY Bidders are required to submit of proof/evidence to demonstrate financial capacity to undertake or host event of this magnitude	- Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (<i>letter must be signed and not older than three months</i>), <u>or</u> - proof of overdraft facility in the name of business (<i>Bank letter must be signed and not older than three months</i>), <u>or</u> - Proof of company capability to self-fund (i.e. <i>stamped bank statement not older than three months</i>).	SCORE GUIDE	POINTS	10
		R 8 000 001 and above	10	
		R 7 000 001 – R 8 000 000	8	
		R 6 000 001 – R 7 000 000	6	
		R 5 000 001 – R 6 000 000	4	
		R 4 000 000 – R 5 000 000	2	
		Below R4 000 000 or no submission of financial information or letter with no amount.	0	
3. COMMUNICATION AND MARKETING STRATEGY	Communication and marketing strategy including Media platform(s) to be used to	SCORE GUIDE	POINTS	30

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA	WEIGHTS
Bidders must provide a detailed communication and marketing strategy for hosting the entire festival proceedings through identification of targeted audience, selecting appropriate channels to deliver the message, and sell the Marula Festival Brand.	<i>communicate and market the event to the public.</i>	Four (4) or more media platforms used (electronic, print, social and digital), posters, banners and flyers; three (3) or more prime-time television interviews secured as well as the procurement of five (5) or more bloggers / influencers (national and provincial)	30
		Three (3) media platforms used (electronic, print, social and digital), posters, banners and flyers; two (2) prime-time television interviews secured as well as the procurement of four (4) or more bloggers / influencers (national and provincial)	22
		Two (2) media platforms used (electronic, print, social and digital), posters, banners and flyers; one (1) prime-time television interview secured as well as the procurement of three (3) or more bloggers / influencers (national and provincial)	16
		Only one (1) media platform used (electronic, print, social and digital), posters, banners and flyers; and procurement of two (2) or less bloggers / influencers (national and provincial)	8
		No submission of communication and marketing strategy	0

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
		SCORE GUIDE	POINTS	
4. METHODOLOGY Methodology or approach on the implementation of the project (including all events as captured in the Terms of Reference).	Methodology should include but not be limited to the following: • Risk and Security Management Plan. • The number and expertise of human resources that will be utilized for the purpose of this project. Kindly attach CVs indicating their experience. • Catering and Accommodation Plan. • Backstage Logistics (tent, accommodation, catering, transport, technical riders, Playlist / Programme, Artist Management). • Infrastructure layout plan • Logistics of the full bouquet of festival activities that make up the event.	all the requirements meet the specification	30	30
		Only (five) requirements meet the specification.	24	
		Only four (4) requirements meet the specification.	18	
		Only three (3) requirements meet the specification	12	
		Only two (2) or less requirements meet the specification.	6	
		No methodology provided.	0	
TOTAL				100

NB: Compliance with a minimum of 70 points is required to be considered for the next evaluation phase.

11.4. Phase 3: Price and Preferential Point Scoring System

80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included))]

The following formula must be used to calculate the points for price of tenders/procurement with the rand value up to R50 000 000.00, inclusive of all applicable taxes:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- (a) A maximum of **20 points** will be awarded in accordance with the table below.
- (b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (c) Only the tender with the highest number of points scored may be selected for an award.

11.5. Preferential Points for Specific Goals:

NO	PREFERANTIAL GOALS	(20 POINTS)	MEANS OF VERIFICATION
	HDI's		
1	Black People	7	CSD report and/or copy of company CIPC registration certificate
2	Women	4	CSD report
3	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1	Youth	2	CSD report

NO	PREFERANTIAL GOALS	(20 POINTS)	MEANS OF VERIFICATION
2	Military Veterans	2	Proof of registration with Department of Military Veterans database.
3	Enterprises located in Limpopo Province	3	Recent Municipal account <u>or</u> Local Authority Letter for confirmation of Local Address (<i>not older than 3 months</i>)

11.5.1. Tenderers are required furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct.

11.5.2. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary

11.5.2.1. Definitions – Specific goals

“Historically Disadvantaged Individuals” means a South African citizen –

- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the Interim Constitution”); and/or
- (2) Who is a female; and/or
- (3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the

implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.

"Black People" is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.

"Youth" has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

"Persons with Disability" - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998)

"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 the tender invitation.

"Lowest acceptable tender" means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

"Highest acceptable tender" means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.

"Tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

"Functionality" means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity.

12. BID AWARD AND CONTRACT CONDITIONS

- 12.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 12.2. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 12.3. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

- 12.4. LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 12.5. The department reserves the right to award the bid to a bidder who did not score the highest points.
- 12.6. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
- a) Due to changed circumstance, there is no longer a need for the services tendered for;
 - b) If funds are no longer available to cover the total envisaged expenditure;
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process
- 12.7. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 12.8. The Department may accept or reject any variation, deviation, bid offer or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- 12.9. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 12.10. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury, e-Tender Portal.
- 12.11. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 12.12. The bidder or any of its directors has not:
- a) Listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the state.
 - b) Abused the employers supply chain management system

- c) Failed to perform on any previous contract and has been given a written notice in this effect.
- d) All information and details must be legible/ readable.
- e) If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.

12.13. If the bidder fails to fulfil the contract when called upon to do so, the Department may, without prejudice to its other rights, withdraw or cancel the contract that may have been entered into between the bidder and the Department.

12.14. Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.

12.15. The employer and each Bidder submitting a Bid offer shall comply with these terms and conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently.

13. COMPLETION OF BID DOCUMENT

The following are minimum requirements for completion of the bid document: -

- 13.1. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 13.2. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- 13.3. All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 13.4. Only original bid document shall be accepted.
- 13.5. Bidders shall ensure that there are no missing or duplicated pages. LEDET shall not accept liability in regard to claims by bidders that pages are missing or duplicated.

- 13.6. Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.
- 13.7. Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.
- 13.8. Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

14. CONTACT AND COMMUNICATION

- 14.1. A nominated official of the bidder(s) can make enquiries in writing, to delegated officials of LEDET.
- 14.2. Bidder(s) must reduce all telephonic enquiries to writing and send to email address provided in the Terms of Reference and Tender bulletin.
- 14.3. The delegated office of LEDET may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 14.4. Any communication to an official or a person acting in an advisory capacity for LEDET in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 14.5. All communication between the Bidder(s) and LEDET must be done in writing.
- 14.6. Whilst all due care has been taken in connection with the preparation of this bid, LEDET makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. LEDET, and its employees and advisors will not be liable with respect to any information communicated, which may not accurate, current, or complete.
- 14.7. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by LEDET (other than minor clerical matters), the Bidder(s) must promptly notify LEDET in writing of such discrepancy, ambiguity, error or inconsistency in order to afford LEDET an opportunity to consider what corrective action is necessary (if any).
- 14.8. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by LEDET will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

- 14.9. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

15. LATE BIDS

- 15.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

16. COUNTER CONDITIONS

- 16.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

17. FRONTING

- 17.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 17.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies LEDET may have against the Bidder / contractor concerned.

18. SUPPLIER DUE DILIGENCE

- 18.1. LEDET reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

19. BID PRICING INSTRUCTIONS

- 19.1. Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have.
- 19.2. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- 19.3. Prices based on currencies other than the South African Rand, the exchange rate utilised, and the date of the exchange rate must be clearly indicated
- 19.4. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

20. NEGOTIATIONS

The department reserves the right to negotiate price with recommendable bidders.

21. BRIEFING SESSION

Bidders are required to attend a compulsory briefing session which will be held on the date and time stipulated in the bid document or advert.

22. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. LEDET reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

23. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

24. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that LEDET allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and LEDET will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

25. LEDET PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any LEDET proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

26. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, LEDET may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

27. CONFIDENTIALITY

All documents and data provided under this contract shall remain the property of the department, and shall be treated as confidential.

28. PAYMENTS

Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

29. BID VALIDITY PERIOD

All bids submitted by the bidders must be valid for a period of 150 days from the closing date.

30. PHYSICAL ADDRESS FOR SUBMISSION OF PROPOSALS

Proposals/Bids by bidders must be hand deposited into:

**Silver Tender Box,
Evridiki Towers,
Department of Economic Development, Environment and Tourism
19 Biccard Street
Polokwane**

NB: The Department will record all bid proposals received by the deadline.

31. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

32. BID ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Technical Enquiries	Bidding Process
Ms. Harmse S Director: Tourism Tel: (015) 293 8554 Cell: 079 341 0018 Email: HarmseS@ledet.gov.za	Ms. Letswalo MM Assistant Director: Supply Chain Management Tel: (015) 293 8769 Cell: 067 414 3134 Email: LetswaloMM@ledet.gov.za

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