



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

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

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, 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



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

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

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 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.

The Rustenburg Local Municipality hereby calls for tender/quotation from suitably qualified and experienced service providers for the Data Management and Maintenance of the Rustenburg Local Municipality Air Quality Monitoring Network for a period of three years. The agreement will be reviewed on a quarterly basis subject to Council evaluation processes and satisfactory performance.



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

SPECIFICATIONS

YARONA is an Integrated Public Transport Network that aims to integrate the various modes of transport which seek to provide a safer, reliable, accessible, affordable, transport system that gives priority to public over private transport. The Municipality has made extensive effort to improve infrastructure and the plan is to integrate the YARONA system with an array of other services, including local and long distance bus services, feeder vehicles, taxis, pedestrian passageways, bicycles, and private cars.

Rustenburg Rapid Transport is looking to procure services for **QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis**

Please see below a spec for the job:

Corporate Golf Day

It is hard to think of a better opportunity to meet new investors and stakeholders, build relationships with current ones, and have fun while doing it than during a corporate golf day. Moreover, this allows these gatherings to network with other consumers, any of whom may be able to shed more light on the nature of the service provided.

The following are some of the numerous benefits of organising a Corporate Golf Day:

Having a golf tournament is a fantastic way to meet new people.

Hosting a corporate golf day allows for excellent social interaction amongst employees and clients. It is a great way for the company to network and make connections with new individuals, including prospective and existing customers. An excellent method of fostering connections and spreading word of the company's existence.

Having a golf tournament is a fun and meaningful way to thank customers and staff.

You may demonstrate your thanks to your customers and staff by organising a corporate golf day. Customers will feel appreciated, and staff will know their efforts are seen. This is a great way to boost workplace loyalty and morale.

Golf days boost morale and are a wonderful team-building activity.

Having a corporate golf day is an excellent method to boost morale, which is a major plus for any company. That is because it is a laid-back setting where employees can have a good time and get to know one another, all while providing customers with first-rate advice and support. Workplace communication and relationship building may both benefit from this.



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

Golf tournaments are a fantastic way for encouraging stakeholder relations

It's a win-win for everyone involved when a company organises a golf tournament. This is due to the fact that friendly competition among workers will be encouraged. Employee morale and output may both benefit from this.

Golf tournaments are a fantastic opportunity to help those in need.

Hosting a corporate golf day is a fantastic opportunity to give back to the community. This is so because you may raise money for a good cause by holding a raffle or auction at the event. In addition to helping out locals, this will also help spread the word about your business.

A golf day is a fantastic opportunity for your company to gain exposure in the media.

The media is a terrific resource, and any firm would benefit from hosting a golf day. For starters, the event will attract media attention, which means more positive press for your business and its wares. You may both promote the brand and raise your own profile in this way.

Golf days are a fantastic social event.

Finally, a corporate golf day is a fantastic opportunity to reward employees and build team spirit. The reason for this is because it is possible to invite both employees and clients to the event, and everyone will have a great time playing golf and socialising. Having fun and letting loose together is a terrific approach to build trust with your stakeholders, whether they be clients or staff.

Conclusion

Having a corporate golf day is a fantastic opportunity to show appreciation to staff, boost morale on the job, and host customers in a relaxed and enjoyable setting. It's a fantastic chance to meet new people. Golf's accessibility means it's a fun activity for groups of individuals of varying ability levels. Yarona Rustenburg is in need of a provider to organise the Executive Mayor's Golf Day. The Executive Mayor will conduct a Stakeholder Focus event for various Directors of Directorates, Investors, Taxi Industry Representatives, Clients, and Managers.

NOTE:

The conditions contained in the General Conditions of Contract (GCC) July 2010, and the bid forms, as well as any other conditions accompanying this invitation are applicable.



RUSTENBURG LOCAL MUNICIPALITY

QU/DRT/0144/2022/23 - Appointment of a Specialist for RRT's Mayoral Golf Day – Stakeholder Emphasis

PRICING SCHEDULE			
ITEM	DESCRIPTION	QUANTITY	TOTAL
1	Golf Shirts (Executive Polyester) - Small – Xtra Large All these to be branded with Yarona Logo & RLM logo	50	
2	Venue Hire (Golf Course) - Green Fees - Golf Cart - Rented Clubs (Women & Men Sets) - Catering (Light Snack; Main Course)	70 20 5 150	
3	Poly cotton Golf Shirts - Small – Xtra Large All these to be branded with Yarona Logo & RLM logo	100	
4	Activations - Corporate Offices - Direct Marketing (Hours) - Flyers in Colour (A5)	15 96 1000	
5	Yarona Brand Champs - 20 Hours	20	
6	Media Engagements - B112/PRIM12 Taxi Rank Site (1 Month) - 30 Sec Promo on Local Broadcast (15 Minutes)	1 3	
7	Service Fee	1	
		TOTAL	
		VAT 15%	
		GRAND TOTAL	

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