

PART	ICULARS OF THE BIDDER
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	



## RLM/DRT/0001/2023/24 - APPOINTMENT OF ONE OR MORE MARKETING SPECIALISTS FOR THE DESIGN, SUPPLY & DELIVERY OF RUSTENBURG BRAND, MARKETING, PR AND COMMUNICATIONS COLLATERAL FOR A PERIOD OF 36 MONTHS

#### TICK RESPECTIVE GROUP.

NO	RESPECTIVE FIELD	TICK
1.	CORPORATE WEAR SECTION 1	
2.	BAGS & CONFERENCE	
3.	PROMOTIONAL MATERIAL	
4.	CAR BRANDING & BRANDING OPTIONS	
5.	MARKETING STATIONERY &BRANDING COLLATERAL	

NB: BIDDERS ARE ALLOWED TO TICK MORE THAN ONE GROUP.



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# RLM/DRT/0001/2023/24 - APPOINTMENT OF ONE OR MORE MARKETING SPECIALISTS FOR THE DESIGN, SUPPLY & DELIVERY OF RUSTENBURG BRAND, MARKETING, PR AND COMMUNICATIONS COLLATERAL FOR A PERIOD OF 36 MONTHS TENDERING CONDITIONS

- 1. The document must be completed in full as per the guide provided under administrative evaluation document completion.
- 2. All mandatory documents must be attached as per the guide under administrative evaluation attachment of mandatory documents.
- 3. The document must not be dismantled; page numbers must be sequential.
- 4. Bidders must be registered on CSD.
- 5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/copies of certified copies.
- 6. Only black pen ink must be used when completing the tender document.
- 7. Electronic signatures are not allowed.
- 8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must can be ticked.
- 9. That submission of bid documents must be accompanied by a clearly marked USB (Memory Stick)

NB! FAILURE TO ADHERE TO THE ABVOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION



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#### DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

✓ NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION

#### CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/quotation document
- ✓ Bidders **must** submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a **USB** containing the scanned bidding documentation)

#### **COMPLETION OF THE DOCUMENT**

#### <u>PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS</u> IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- COMPULSORY QUESTIONAIRE must be fully completed and signed.
  - In a case of Joint Venture separate COMPULSORY QUESTIONAIRE forms must be completed and submitted.
- MBD 1 must be fully and correctly completed.
- PRICING SCHEDULE must be fully completed and signed.
- MBD 4 -only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
  - In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.
- MBD 5 -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
  - ♣ In a case of Joint Venture separate MBD 5 forms must be completed and submitted. (complete if applicable)
- MBD 6.1 must be fully and correctly completed.
- MBD 8 only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.



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- MBD 9 must be fully and correctly completed.
- **SECTION 38** only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully and correctly completed
- ♣ Note that should you answer "NO" to any of the declaration questions on section 38 form, then supporting documents MUST be attached!
- SIGNATORY AUTHORISATION must be fully and correctly completed.

#### THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

✓ Deposit slip with the unique tender reference number as stipulated in the tender advertisement.

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION AND AFFIDAVITS WHERE APPLICABLE, BIDDERS ARE REQUIRED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.

#### MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

#### **MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY**

- Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

#### <u>NB!!</u>



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THE COMPANY ADDDRESS WRITTEN ON THE TENDER DOCUMENT, AND STATEMENT SUBMITTED MUST BE THE SAME AS THE ONE REFLECTING ON THE CSD REPORT

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ Required CIDB Grading Certificate where applicable.
- ✓ Signatory resolution Please attach a copy of Signatory resolution where instructed.
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

#### **VERIFICATION OF DOCUMENTS AND INFORMATION.**

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

#### **INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS**

- ✓ A tender document must be in a sealed packaging that has the bid number and bid description on the outside. Both the bid number and the bid description must be on the packaging for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the packaging, the bid will not be accepted
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Submissions which arrive when the tender box is open are considered late.

ADDITIONAL TENDERING CONDITIONS



### RLM/DRT/0001/2023/24 - APPOINTMENT OF ONE OR MORE MARKETING SPECIALISTS FOR THE DESIGN, SUPPLY & DELIVERY OF RUSTENBURG BRAND, MARKETING, PR AND COMMUNICATIONS COLLATERAL FOR A PERIOD OF 36 MONTHS

- 1. The document must be completed in full as per the guide provided under administrative evaluation document completion.
- 2. All mandatory documents must be attached as per the guide under administrative evaluation attachment of mandatory documents.
- 3. Bidders must be registered on CSD.
- 4. Only black pen ink must be used for completing the tender document.
- 5. Documents must not be completed electronically.
- 6. Electronic signatures are not allowed.
- 7. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- 8. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)
- 9. Rustenburg Local Municipality will not accept documents which are not in envelopes and clearly marked with the bid number and description.

NB! FAILURE TO ADHERE TO THE ABVOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION



- 1. Bid documents available at a non-refundable amount of R 3 000-00 per bid document are available on the e-tender website and must be downloaded.
- 2. Bid documents must be in a sealed packaging clearly marked: "RLM/DRT/0001/2023/24 Appointment of one or more marketing specialists for the design, supply & delivery of Rustenburg brand, marketing, pr and communications collateral for a period of 36 months" and must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than 06 February 2024 @ 11H00, where after the bids will be opened in public at the Municipal offices.
- 3. The bid will be evaluated as follows: Administrative evaluation (document completion and attachment of mandatory documents), and 80/20 Preference Point System (price = 80 & Specific Goals = 20
- 4. Please note that no bid documents sent through to couriers will be signed for by Rustenburg Local Municipality.
- 5. Please note that no bid documents sent by electronic mail or post will be accepted by Rustenburg Local Municipality.
- 6. Rustenburg Local Municipality will not be responsible for bids submitted late.
- 7. Bids will remain valid for 90 (Ninety) days. Validity period will only be extended once as prescribed in the Rustenburg Local Municipality Supply Chain Management Policy
- 8. All bids will be adjudicated based on the prescribed criterion as stipulated in this document.
- 9. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
- 10. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
  - (a) reasons and/or grounds for the objection or complaint.
  - (b) the way in which the objector or complainant's rights have been affected; and
  - (c) the remedy sought by the objector or complainant.
- 11. Any objection or complaint must reach the Municipal Manager within a 14-day period after award has been made. Late objections or complaints will not be entertained.
- 12. All bids must be submitted on the official forms provided.



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### PART A INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY								
		CLOSING						
BID NUMBER:	RLM/DRT/0001/2023/24	DATE:	07 Februar			CLOSING T		11H00
	APPOINTMENT OF C						,	
DECODIDE	DELIVERY OF RUSTE		ARKETING, I	PR AI		NICATIONS (	COLLA	TERAL FOR
	A PERIOD OF 36 MON		N AND CION	A \A/E	NITTEN OOM	ITD A OT FOD	N	22)
	FUL BIDDER WILL BE R E DOCUMENTS MAY B			A WF	KILLEN CON	ITRACT FOR	M (MR	J7).
BOX SITUATED		BE DEPOSITED IN	וחב פוט					
	LOCAL MUNICIPALITY							
MISSIONARY M	PHENI HOUSE							
CNR BEYERS N	IAUDE AND NELSON M	ANDELA DRIVE, RU	JSTENBURG	ì				
SUPPLIER INFO	RMATION							
NAME OF BIDD	ER							
POSTAL ADDR	ESS							
STREET ADDRE	ESS							
TELEPHONE N	JMBER	CODE			NUMBER			
CELLPHONE N	JMBER							
FACSIMILE NUI	MBER	CODE			NUMBER			
E-MAIL ADDRE	SS							
VAT REGISTRA	TION NUMBER							
TAX COMPLIAN	ICE STATUS	TCS PIN:		OR	CSD No:			
				B-BI	BEE			
B-BBEE STATU	_			STA				
VERIFICATION		☐ Yes		LEV		Yes Yes		
[TICK APPLICA	BLE BOX]			SWC				
// D DDEE OF	ATUO LEVEL VEDICO	No No	TE/ 01/05/		IDAVIT (50	No State of	005	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
<u> </u>	[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE							
SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]								



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BAS SUPPLIER FOI THE GOODS /SERVICES /WORKS OFFERED?	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PR	ICE R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES M.	AY BE DIRECTED TO:	TECHNICAL INFO	DRMATION MAY BE DIRECTED
DEPARTMENT	SCM	CONTACT PERSON	Mr Theron Rapoo
CONTACT PERSON	Ms. H Maisela	TELEPHONE NUMBER	014 590 3725/ 3783
TELEPHONE NUMBER	014 590 3633	E-MAIL ADDRESS	trapoo@rustenburg.gov.za
E-MAIL ADDRESS	hmaisela@rustenburg.gov.za		



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PART B

#### TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO TH FOR CONSIDERATION.	E CORRECT ADDRESS. LA	TE BIDS WILL NOT BE ACCEPTED
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PRODUCED IN T	OVIDED, COMPLETED WITH	I A BLACK PEN
1.3.	THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANA FRAMEWORK ACT AND THE PREFERENTIAL PROCUREME CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIA	NT REGULATIONS, 2017,	THE GENERAL CONDITIONS OF
2.	TAX COMPLIANCE REQUIREMENTS		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBL	IGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONNEL THE ORGAN OF STATE TO VIEW THE TAXPAYER'S		
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED WEBSITE WWW.SARS.GOV.ZA.		
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QU	JESTIONNAIRE IN PART B:3	3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE 1	OGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CON SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	TRACTORS ARE INVOLVE	D; EACH PARTY MUST SUBMIT A
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTE NUMBER MUST BE PROVIDED.	RED ON THE CENTRAL SU	PPLIER DATABASE (CSD), A CSD
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AF	RICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN	THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RE	SA?	☐ YES ☐ NO
IF TH	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXA' IE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A RE IEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE	QUIREMENT TO REGISTER	
	AILURE TO PROVIDE ANY OF THE ABOVE PARTICU IDS WILL BE CONSIDERED FROM PERSONS IN THE		
SIGN	ATURE OF BIDDER:		
:ΔΡΔ	CITY LINDED WILLOU THE DID IS SIGNED.		
<i>31</i> (1 <i>1</i>	ACITY UNDER WHICH THIS BID IS SIGNED:		



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#### **MBD 4: DECLARATION OF INTEREST**

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

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, hareholder²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6 \	VAT Registration Number:
	ne names of all directors / trustees / shareholders members, their individual identity numbers and state employee ers must be indicated in paragraph 4 below.
3.8 A	Are you presently in the service of the state?
	(Tick applicable box)
	YES NO
3.8.1	If yes, furnish particulars.
	M Regulations: "in the service of the state" means to be – member of –
(a) a i	any municipal council;
(ii)	any provincial legislature; or
(iii)	the national Assembly or the national Council of provinces;



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- (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

NO

YES

- <sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- 3.9 Have you been in the service of the state for the past twelve months? (*Tick applicable box*)

3.9.1 l	f yes, furnish particulars
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
	(Tick applicable box)
	YES NO
3.10.1	If yes, furnish particulars

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who

may be involved with the evaluation and or adjudication of this bid?



( ПСК аррисаріе рох)
YES NO
3.11.1 If yes, furnish particulars
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?
(Tick applicable box)
YES NO
3.12.1 If yes, furnish particulars
3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?  (Tick applicable box)  YES NO
3.13.1 If yes, furnish particulars
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.
(Tick applicable box)
YES NO
3.14.1 If yes, furnish particulars
45



Full Name	Identity Number	Personal Reference Tax Number	State Employee Number
	1	<u>I</u>	L
Signature		Date	



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MBD 5

#### DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1	Are you by law required to prepare annual financial statements for auditing?
	*YES   NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?  *YES NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
2.2	If yes, provide particulars.
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  *YES NO
3.1	If ves. furnish particulars



4.	• • •	sourced from outside the Republic, and, if so, very expected to be transferred out of the Republic	
		·	*YES NO
4.1	If yes, furnish particulars		
		CERTIFICATION	
I, THE	UNDERSIGNED (FULL NAME)		
	FY THAT THE INFORMATION FURNISHI AND CORRECT.	ED ON THIS DECLARATION FORM IS	
	PT THAT, IN ADDITION TO CANCELLAT E TAKEN AGAINST ME SHOULD THIS D		
Name	e/s and Surname of Bidder	Signature	
	tion in the Firm/Company	 Date	2024



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### MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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

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

#### 1. GENERAL CONDITIONS

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.
- 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	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim



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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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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- 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

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

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.



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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)	Means of Verification
Rustenburg Jurisdiction	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2		Valid Sworn Affidavit
Persons with Disability	2		Disability verification letter
Youth	4		Certified ID copy
Women	2		Certified ID copy
SMME's	2		Company registration
Total	20		

Central Supplier Database Report will also be used to verify the above

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	<ul><li>□ Partnership/Joint Venture / Consortium</li><li>□ One-person business/sole propriety</li></ul>



			FOR A PERIOD OF 36 MONTHS		
		Public Perso (Pty) Non-F State	e corporation c Company chal Liability Company Limited Profit Company Owned Company ABLE BOX		
4.6.	clai	med, ba	signed, who is duly authorised to do so on behalf of the company/firm, certify that the points sed on the specific goals as advised in the tender, qualifies the company/ firm for the s) shown and I acknowledge that:		
	i)	The info	ormation furnished is true and correct;		
	ii)	The pre	ference points claimed are in accordance with the General Conditions as indicated in paragraph form.		
	iii)	In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the or state that the claims are correct.			
	iv)	-	pecific goals have been claimed or obtained on a fraudulent basis or any of the conditions of thave 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 <i>audi alteram partem</i> (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 A	AND I	NAME:			
ADDRESS:					



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#### MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- The bid of any bidder may be disregarded if that bidder, or any of its directors have
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	Companies or persons who are listed on this Database were informed in writing of this		
	restriction by the Accounting Officer/Authority of the institution that imposed the restriction after		
	the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides		
	on the National Treasury's website ( <u>www.treasury.gov.za</u> ) and can be accessed by clicking		
	on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:	.1	<u>.II</u>
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.		No 🗀
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		



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#### **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)INFORMATION FURNISHED ON THIS DECLARATION FORM ADDITION TO CANCELLATION OF A CONTRACT, ACTION INDECLARATION PROVE TO BE FALSE.	I IS TRUE AND CORRECT. I ACCEPT THAT, IN
Name/s and surname of Bidder	Signature
Position in the Firm/Company	Date



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#### MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe* se prohibition meaning that it cannot be justified under any grounds.
- Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete



I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
(Name of Municipality / Municipal Entity	
do hereby make the following statements that I certify to be true and complete	in every respect:
I certify, on behalf of:	that:
(Name of Bidder)	

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>3</sup> Joint	venture	or Conso	ortium means a	an associa	ation of pe	rsons for th	e purpose c	of combining t	heir expe	rtise,	property
capital	, efforts	, skill and	knowledge in	an activity	for the ex	ecution of	a contract.				

Signature	Date
Position	Name of Bidder



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#### **SECTION 38: DECLARATION FORM**

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

### IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE <u>YES</u>. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS <u>NO</u>.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a		
	person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe		
	rates and taxes or Municipal service charges to any Municipality that is in any arrears for		
	more than three (3) months. Copies of the latest Municipal service charges statement of		
	the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to		
	perform satisfactorily on a previous/previous contract/s with the Municipality or any organ		
	of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been		
	convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been		
	listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and		
	Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

	2024.
SIGNATURE OF BIDDER	DATE
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS	
COMPANY NAME:	
PHYSICAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	
WITNESS 1: WITNESS 2:	



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#### SIGNATORY AUTHORISATION

#### (TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into thi	is contract on behalf of	
(Nam	ne of Firm)	-
By resolution taken at a meeting held on the	day of (month)	2024 resolved to
authorise holder	of ID number	to sign
all the documents on behalf of the company.		
Print name of authorised representative:		
Signature:		



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NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.



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### GENERAL CONDITIONS OF CONTRACT (NOT TO BE ALTERED)

### PROCUREMENT: GENERAL CONDITIONS OF CONTRACT Dated July 2010 as set out by the National Treasury: Republic of South Africa TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
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- 5. Use of contract documents and information inspection
- 6. Patent Rights
- 7. Performance security
- 8. Inspections, tests and analyses
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- 10. Delivery and documents
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- 13. Incidental Services
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- 18. Variation orders
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- 21. Delays in the supplier's performance
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- 23. Termination for default
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- 30. Applicable law
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#### 1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



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



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1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

#### 2. Application

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

#### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

#### 4. Standards

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

#### 5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

### 6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

### 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

### 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.



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- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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



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### 12. Transportation

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

### 13. Incidental Services

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

### 14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

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



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- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### 16. Payment

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

### 17. Prices

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

#### 18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.



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### 19. Assignment

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

### 20. Subcontracts

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

### 21. Delays in the supplier's delivery and/or performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's 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



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unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### 23. Termination for default

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



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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 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



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- 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

- 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.



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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

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 0f 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.



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### TERMS OF REFERENCE/ SPECIFICATIONS

#### 1.1 SCOPE OF WORK

### **EXECUTIVE SUMMARY**

Brand Marketing collateral is any media material used to promote a company's products or services. This includes everything from print materials like posters and flyers to digital content like catalogues, digital magazines, Golf Shirts, Jackets, Caps, etc. Anything one can use to communicate their company's brand message is considered brand marketing collateral.

### Why is it called brand marketing collateral?

In branding, marketing and sales, brand marketing collateral is a collection of media used to support the sales of a product or service. Historically, the term "collateral" specifically referred to brochures or sell sheets developed as sales support tools, however as branding evolved it all changed to everything that bears the logo of an organisation. It is the tangible evidence of the brand, designed congruent with the brands core values and personality guided by the CI Manual of the organisation.

In the past, businesses relied heavily on printed materials. However, these traditional methods, which require direct contact with consumers, are no longer the only option. The internet has made it possible for brands to reach more consumers than ever without depending solely on face-to-face interactions, and garments have taken over as well. What one wears reflects the organisation with which the logo appears on the chest. The move towards online media has opened up endless opportunities for companies to promote their products and services. One can now send personalized emails, which are gateways to all of your other content, to as many recipients as one wants. Thanks to the internet, everything you see online can now be considered collateral: e-magazines, white papers, blog posts, digital annual reports, and more. Additionally, laptop bags and formal shirts all make up for the brand marketing collateral, simply by visibly showing the logo of the organisation.

Rustenburg Local Municiplaity, Rustenburg Rapid Transport and Yarona Rustenburg invites suitably experienced and qualified Brand Marketing companies/service providers to bid for the Brand Marketing services for the Yarona Rustenburg brand. In 2007, the cabinet approved the Bus Rapid Transport System in South Africa and only 13 municipalities were selected to be funded for the project, and in Rustenburg – the project is named and branded Yarona Rustenburg and to keep consistent brand presence within the market,



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the Rustenburg Local Municipality and Yarona Rustenburg Logo must be evident and visible at all times. While only 5 (including RLM) municipalities remain operational, it is the requirement to have a fully functional Unit: Marketing & Communications that ensures that this element is not compromised.

### **SCOPE OF WORK**

The bidder will be expected to design, print and deliver brand marketing material as guided by the Unit: Marketing & Communications from Rustenburg Rapid Transport and Personnel from the Rustenburg Local Municipality on an ad-hoc basis and the CI Manual must be used as a guide, acquired from the city. Also, while leveraging and building a positive brand presence, the bidder will be expected to send mood boards, and create Brand Marketing Collateral themed as below:

- 1. Brand Marketing Stationery
- 2. Garments
- 3. Digitized Brand Marketing Collateral

### **Brand Marketing Stationery**

- Paper Marketing Materials
- Promotional Marketing Materials
- Stationery
- Signs & Banners

### **Garments**

The major reason why dressing in proper business attire is important for every business professional is because it presents a visual image and sends a message. The bidder will be required to brand the following garment categories:

- Headwear
- Bags
- Drinkware
- Writing Instruments
- Winter Range
- Golf Shirts
- T Shirts
- Promotional Materials

### Digitized Brand Marketing Collateral

- Posters
- Flyers
- Digital content
- Catalogues
- Digital magazines



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Branding Collateral/Outdoor and Indoor Displays

- Banners
- Media Walls
- Telescopic Flags
- Sharkfins
- Table Cloths
- Chairs
- A Frame Poster Holders

Nowadays, branding is essential everywhere within organisations, and so are the materials that support it, including Brand Marketing Stationery, Garments and Digitized Brand Marketing Collateral. The brand marketing collateral serves different purposes for various audience segments, but it collectively helps to support the marketing and sales efforts. Most brand marketing collateral contains at least one call to action.

It may be something as simple as asking the audience to check out the company's website (RLM) or a more specific request to buy tickets in Yarona Rustenburg's case.

Marketing collateral used for the awareness stage should educate prospective customers on the problems they are facing. Defining the targeted audience's challenges will help RLM/Yarona Rustenburg articulate its needs and drive them to start searching for solutions.

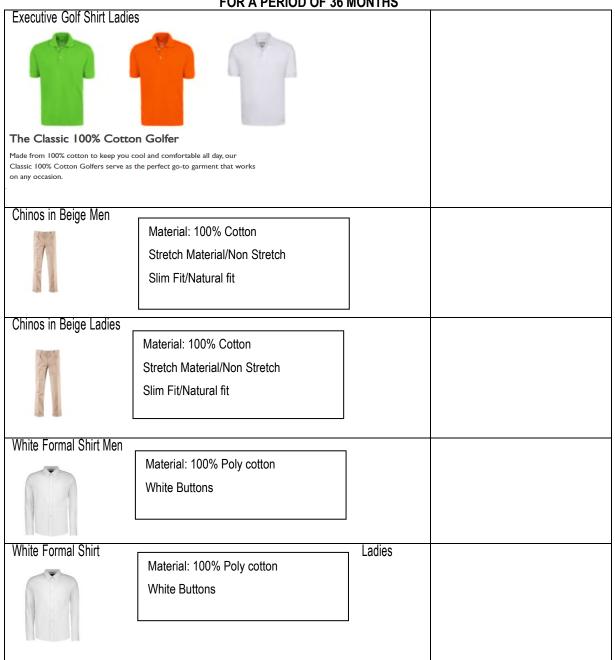


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## PRICING SCHEDULE

ITEM DESCRIPTION	IN GROUPS	PRICE PER ITEM
CORPORATE WEAR	SECTION 1(Size Range is XS – XXXXL on ALL Items)	
Winter Bodywarmer M		
	Material: 100% Polyester 50D, 210T Polyester Wadding and 1400gsm Padding	
Winter Bodywarmer L	adies	
	Material: 100% Polyester 50D, 210T Polyester Wadding and 1400gsm Padding	
Executive Golf Shirt M	Men (Orange, Lime & White)	
The Classic 100% C	Cotton Golfer	
	p you cool and comfortable all day, our erve as the perfect go-to garment that works	







	FOR A PERIOD OF	F 36 MONTHS
Orange Formal Shirt		
	Material: 100% Poly cotton	
	Orange Buttons	
	<u> </u>	
Orange Formal Shirt		
- Crango roman crime		
	Material: 100% Poly cotton	
	Orange Buttons	
Chino in Navy Men		
	Material: 100% Cotton	
7	Stretch Material/Non Stretch	
	Slim Fit/Natural fit	
Chino in Navy Ladies		
	Material: 100% Cotton	
	Stretch Material/Non Stretch	
	Slim Fit/Natural fit	
	Cilii i ividatarar it	
Mens Knit Jacket in Lim	ne	
	40% Cotton	
	60% Polyester	
<u> </u>		
Ladies Bonded Knit Jac	cket lime	
	40% Cotton	
	60% Polyester	
	-	



M 0 (1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	FOR A PERIOD OF	30 MONTHS	
Men Softshell Jacket in Ora	ange		
7	40% Cotton		
	60% Polyester		
	00 % Folyester		
Ladies Softshell Jacket in (	Orange		
		$\neg$	
	40% Cotton		
	60% Polyester		
Ladies Softshell Orange			
	40% Cotton		
	60% Polyester		
	So 76 1 Glyssion		
Mens Hasting Orange			
and the state of t			
	40% Cotton		
Y HOW	60% Polyester		
Mens Light Down in Navy			
I WIGHS LIGHT DOWN III NAVY			
Ma	terial: 100% Polyester 50D, 210T		
	yester Wadding and 1200gsm dding		
	249		
Ladies Light Down in Navy			
Ladics Light Down in Navy			
Mat	erial: 100% Polyester 50D, 210T		
Poly	yester Wadding and 1200gsm		
Pad	lding		



Ranger Jacket in Red	TORATEMODOL	oo monno	
Tranger Jacket III Neu			
	100% Polyester		
Voyager Jacket Red			
To yagon sasket real	100% Polyester		
Ladies Teagan Jacket			
	100% Polyester		
Ladies Dress			
1	60% Polyester 40% Polyester		
Ladies Waverly Cardig	an in Navy		
	100% Cotton		
Mens ¼ Zip Waverly Je	ersey		
	100% Cotton		



	FOR A PERIOD OF 36	6 MON 1 H S	
Men Golfer – Red			
Made Polves	from 185-gram 100% ster fabric		
Mens Orange Polo			
Made Polyes	from 185-gram 100% ster fabric		
Men Polo in Original			
Made Polyes	from 185-gram 100% tter fabric		
Ladies Golfer in Original			-
	Made from 185-gram 100% Polyester fabric		
Mens Golfer in Original			
	Made from 185-gram 100% Polyester fabric		
Mens Golfer in White			
	Made from 185-gram 100% Polyester fabric		
Mens Golfer in Beige			
	Made from 185-gram 100% Polyester fabric		



	FOR A PERIOD OF 36 MONTHS
Mens Golfer in Blue	Made from 185-gram 100% Polyester fabric
Ladies Golfer in White	
	Made from 185-gram 100% Polyester fabric
Ladies Golfer in Beige	
	Made from 185-gram 100% Polyester fabric
Ladies Golfer in Blue	
	Made from 185-gram 100% Polyester fabric
Mens Golfer in Blue	
	Made from 185-gram 100% Polyester fabric
Ladies Golfer in White	
	Made from 185-gram 100% Polyester fabric



	FOR A PERIOD OF 36 MO	DNIHS
Mens Sublimated Golfer in Blu	9	
	Γ	7
	Made from 185-gram 100% Polyester fabric	
Ladica Cublimated Colfor in M	hito	
Ladies Sublimated Golfer in W	nite	
7		
	Made from 185-gram 100% Polyester fabric	
Items)	N 2(Size Range is XS – XXXXL on ALL	
Mens Golfer in Military		
	140g/m² 100% polyester jacquard knit moisture-wicking and anti-bacterial finish subtle camouflage design two-piece self-fabric collar three-button placket reflective	
Ladies Golfer in Military		
Edulos Gollot III Williamy		7
	140g/m² 100% polyester jacquard knit moisture-wicking and anti-bacterial finish subtle camouflage design two-piece self-fabric collar three-button placket reflective	
Men Sleeveless Polar Fleece		
	Easy grip zipper tag	
	Stylish grey contrasting	
		_



Ladies Sleeveless Polar Fleece	FOR A PERIOD OF 30 MONT	1110	
	Easy grip zipper tag Stylish grey contrasting		
Media Jacket – Khakhi			
	Two chest pockets with subdivisions Inner pockets with water protectors Zippered front pockets Multi-purpose action garment Full front zip		
Beanie in Orange/White/Lime			
	100% Cotton	]	
Promo Fleece Beanie			
	100% Polar Fleece material		
Knitted Cuffed SA Beanie Navy	/Lime		
	Fold up one size fits all		



	FOR A PERIOD OF 36 MONTH	5
Ladies Blouse White		
	Material: 100% Polyester 50D, 210T Polyester Wadding and 1200gsm Padding	
Ladies ¾ Sleeve Shirt	Raised collar	
	3/4 sleeves	
	Double layer back yoke	
	Grown on button stand	
	Cut-away slit detail at back of cuff	
V	Stretch fabric for added comfort and ease of movement	
Ladies Portsmouth Shirt		
	Raised collar	
	3/4 sleeves	
	Double layer back yoke	
	Grown on button stand	
	Cut-away slit detail at back of cuff	
	Stretch fabric for added comfort and ease of movement	
	Front, back and bust darts for a flattering fit	
	73% Cotton, 24% Polyester, 3% Elastane, 120g	



	FOR A PERIOD OF 36 MON	ITHS		
Mens Shirt White	Raised collar	7		
	3/4 sleeves			
	Double layer back yoke			
	Grown on button stand			
	Cut-away slit detail at back of cuff			
	Stretch fabric for added comfort and ease of movement			
	Front, back and bust darts for a flattering fit			
	73% Cotton, 24% Polyester, 3% Elastane, 120g			
V	Tonal buttons			
Mens Shirt Red				
(E)	Raised collar	Ī		
1 1	3/4 sleeves			
	Double layer back yoke			
	Grown on button stand			
	Cut-away slit detail at back of cuff			
	Stretch fabric for added comfort and ease of movement			
Mens Golf Shirt (Different Cold	ours)			
(	ı			
1000	180g Knit men's polo golf shirt - various			
SACTOR SECTION				



Ladiaa Calf Chiat /Different Cala	FOR A PERIOD OF 36 MC	NIHS	
Ladies Golf Shirt (Different Colo	ours)		
		<b>-</b> ,	
	180g Knit men's polo golf shirt - various		
Mens Golf Shirt in Orange			
	180g Polyester golf shirt - various		
	roog roryodd gon onne vanoad		
Ladiaa Calk Ohist is Ossus			
Ladies Golf Shirt in Orange			
	180g Polyester golf shirt - various		
	100g i olyestel goll stillt. Vallous		
Mens Golf Shirt in Different colo	ours		
	180g Polyester golf shirt - various		
	Tanga ayasa garam tanas		



	FOR A PERIOD OF 36 MONTHS	T
Ladies Golf Shirt in Different colours		
	80g Polyester golf shirt - various	
Mens Pensacola Golf Shirt in Differer	nt colours	
	30g Poly cotton golf shirt - various	
Ladies Pensacola Golf Shirt in Differe	ent	
	Self-fabric collar Four button placket Tone-on-tone logo buttons Side slits neat transfer main label	
Mens Golf Shirt in different colours		
	Material: 165g/m2 100% Polyester Moisture Wicking Fabric with Anti-Bacterial Finish Size: S – 5XL	



	FOR A PERIOD OF 36 MONTHS	
Ladies Golf Shirt in different colou	rs	
	165g/m² 100% polyester, moisture wicking and antibacterial finish Unique sublimated stripe design front panel Angled dropped shoulder Two-piece self-fabric collar Two button placket Side slits	
Caps in all colours		
	Material: 100% Polyester Product Size: One Size Fits Most Branding Options: Heat Press, Screen Print	
6 panel cap in different colours		
o paner cap in univerent colours	Twill Cotton	



	TON A PENIOD OF 30 MICHTI	<u></u>
Orange Bucket Hat		
	Embroidered eyelets for breathability.	
	Material: Cotton Twill (100%).	
Promotional Cap in Orange		
	Material: 100% Brushed Cotton	
	Size: One Size Fits Most	
	Branding Options: Embroidery, Screen Print, Heat Press, Vinyl Print	
SUB - TOTAL		
VAT @ 15%		
GRAND TOTAL		



			FOR A PERIOD OF 36 MO	
	PRICE			BAGS & CONFERENCE
			Varga Exclusive Backpag in Black	Laptop Bag
			No Theft Black Bagpack	
				Trolley Laptop Bag
		d	PU Leather Business Card Case Name Card Holder Slim Metal Pocket Card Holder with Magnetic Shut, Black.	
				For Chapter Dag in Orange
				Eco Shopper Bag in Orange
_		j	Holder Slim Metal Pocket Card Holder with	Trolley Laptop Bag  Eco Shopper Bag in Orange



	I OKAT ENIOD OF 30 MONTHS	
Orange Drawstring Bag in Cotton		
Drawstring Bag in Orange Polyester		
Sleeveless Messenger Conference B	ag	
	Standard Conference Bag.	
	Polyester	
Slim Messenger Conference Bag	Standard Conference Bag.	
	Polyester	
Waist Ran		
SUB - TOTAL		
VAT @ 15%		
GRAND TOTAL		



	FOR A PERIOD OF 36 MON	<u>rhs</u>	
PROMOTIONAL MATERI			
750ML Ceramic Mug with	Orange Lid		
	Coromio traval mua	1	
	Ceramic travel mug		
	With silicone lid and wrap band		
	Single walled		
	Please note heat transfer can still occur		
250ML Ceramic Mug		<u> </u>	
	Ceramic travel mug		
	With plastic lid		
	Hadle		
	Please note heat transfer can still occur		
Glass Water Bottle			
	750ml capacity		
N" ( ) O			
Victoria Ceramic Mug			
	Material: Ceramic		
	Size: 8.5cm (h)		
	Capacity: 280ml		
	Branding Options: Laser Engraving		



	FOR A PERIOD OF 36 MONTHS	
Silicon Sippy cup		
	Colour: Lime Green/Orange	
	Material: Glass & Silicone	
	Dimensions: 8 (w) x 11 (h) x 8 (d)	
	Capacity: 340ml	
	Dishwasher safe (top shelf only)	
Pusa Water Bottle		
	Colour Con/Diods	
	Colour: Grey/Black	
	Silicone/Plastic	
Helix Water Bottle		
	Material: PE	
	Size: 23.5cm (h)	
	Capacity: 500ml	
4444	Branding Options: Screen Wrap, Pad Print	
	Price Includes: 1 Colour, 1 Position Screen	
80		
Curfeide Water Dettle		
Surfside Water Bottle		
	Surfside Water Bottle	
	Material: PE	
	Size: 23.5cm (h)	
	Capacity: 500ml	



Whanganui Water Bottle	FOR A PERIOD OF 30 MONTHS	
Evolution and the second secon	540ml. BPA Free Product Dimension: 22cm (h). Colours. Black, Blue, Cyan, Lime, Orange, Red.	
Double Wall Tumbler (Orange)		
Quench Water Bottle (Orange)		
orange	Material: Tritan Size: 24cm (h) Capacity: 750ml Branding Options: Pad Print, Wrap Print, Digital Print Drinkware	
Cardio Active Set		



	FOR A PERIOD OF 36 MONTHS		
Sorento Laser Ready Mug			
	415 ml	1	
	AB grade ceramic		
	Supplied bulk packed		
Stress Ball (Orange)			
, ,	COLOR-CHANGING STRESS BALL!		
	These sensory stress balls change colours		
	when squeezed! Magic things happen		
	when you squeeze: Purple becomes green! Yellow becomes orange! Blue		
	becomes purple! Green becomes yellow		
Bottle Opener			
	This round aluminium metal bottle opener		
	keyring. This item can be personalised by		
(0)	being engraved or a full colour domed sticker.		
	Sticker.		



This round aluminium metal bottle opener	
keyring. This item can be personalised by being engraved or a full colour domed sticker.	
Adjustable polyester tubular lanyard and carabiner. Tubular tape with accessory for adjustable and for the base of your recording. Ideal for customization with resin	
Oslava	
Colours	
This License Disc Holder offers a convenient way to carry your license disc wherever you go. The holder is made from a durable material.	
D. HIOD D. A	
Widely Compatible	
Battery Capacity: 20000MAh(74Wh)	
Input: 5V 2.1A	
	Adjustable polyester tubular lanyard and carabiner. Tubular tape with accessory for adjustable and for the base of your recording. Ideal for customization with resin  Colours  This License Disc Holder offers a convenient way to carry your license disc wherever you go. The holder is made from a durable material.  Dual-USB Port Battery Indicator High-quality Battery Multi-security Features Widely Compatible Battery Capacity: 20000MAh(74Wh)



# RLM/DRT/0001/2023/24 - APPOINTMENT OF ONE OR MORE MARKETING SPECIALISTS FOR THE DESIGN, SUPPLY & DELIVERY OF RUSTENBURG BRAND, MARKETING, PR AND COMMUNICATIONS COLLATERAL FOR A PERIOD OF 36 MONTHS

### Lunch Box in Different Colours



Material: Virgin Plastic

Coloured lids and clear base

Dimensions: 180(W) X260LX 130 (H) mm

### Torrent Umbrella

This umbrella is large enough for more than one person. Vented canopy for wind resistance.

Fibreglass shaft for durability. Comfortable rubber handle. Get your logo out there with great branding space. 8 panels. Available in 4 great colours • 190T nylon: 127 (dia) • includes colour co-ordinated 190T nylon



### Parasol Umbrella



2mx2m Square Aluminium Centre Pole Umbrella

(x1) 2mx2m Square Centre Pole Umbrella Protective Cover

Excludes Pen
Hard Cover
80 Lined Pages
Elastic Closure
Book Mark And Pen Loop
Vinyl PVC

Dimensions: 29.3 ( L ) X 21.1 ( W ) X 1.5 ( H )

Package Dimensions: 1.5 ( h ) x 29.5 ( I ) x 21 ( w )



	FOR A PERIOD OF 30 WICHTINS	
A4 Leather Notebook		
•		
A5 Leather Notebook		
A5 Orange Notebook		
	Material: PU & Paper	
	Size: 21cm (I) x 14.3cm (w) x 1.3cm (h)	
	Capacity: A5. 64 Sheets / 128 Lined Pages	
	Branding Options: Screen Print, Deboss,	
	Foil, Digital Dome Sticker, Digital Direct Transfer, Belly Band A5	
	Hallslet, belly ballu A5	
A4 Orange Notebook		
	Material: PU & Paper	
	Size: 21cm (I) x 14.3cm (w) x 1.3cm (h)	
	Capacity: A5. 64 Sheets / 128 Lined Pages	
	Branding Options: Screen Print, Deboss, Foil, Digital Dome Sticker, Digital Direct Transfer, Belly Band A5	
	Personal Names	
2023		



	FUR A PERIOD OF 36 MONTHS	
Executive Set		
	PU Leather	
	Black	
Diagona Dan in Oranga		
Picasso Pen in Orange		
	Material: Plastic & Rubber	
	Ink Colour: Black	
	Branding Options: Pad Print	
	Price Includes: 1 Colour, 1 Position Pad Print (Setup Fees Apply)	
T. C.	Time (Octub i CCS Apply)	
The state of the s		
Recycled Bamboo Pen		
	Bamboo Ballpoint Pen with Plastic	
	Trims	
Orange Desk Pen		
	Desk pen/Table Pen	
(My)		
I		



Daniel Danie Dan /Daniel Oa	FOR A PERIOD OF 36 MONTHS	
Recycled Bamboo Pen/Pencil Set	Ţ	
	Material: Bamboo & Metal	
Simplot	Ink Colour: Blue/Black	
	Branding Options: Pad Print	
Leather Business Cardholders		
	PU Leather Business Card Case Name	
	Card Holder Slim Metal Pocket Card	
	Holder with Magnetic Shut, Black.	
IR		
Yahari Bamboo Set		
111111111111111111111111111111111111111	PU Leather Business Card Case Name	
	Card Holder Slim Metal Pocket Card	
The second of th	Holder with Magnetic Shut, Black.	
Oakridge Thirteen Gift Set		
•		
	PU Leather Business Card Case Name Card	
	Holder Slim Metal Pocket Card Holder with Magnetic Shut, Black.	
	Magnetic Shut, black.	
Fanglam Gift Set		
		i



Mixalot Ceramic Mug In Orange/White	
SUB - TOTAL	
VAT @ 15%	
GRAND TOTAL	

A LD DD LLIDINA A DD LLIDINA ADTIANA	
CAR BRANDING & BRANDING OPTIONS	
Full Colour Wrap on a Sedan	
Full Colour Wrap on a Hatchback	
Half Colour Wrap on a Sedan	
Half Colour Wrap on a Hatchback	
Full Colour Wrap on a Minibus Taxi (Quantum)	
Half Colour Wrap on a Sedan	
Laser Cut & Set Up Fee	
Heat Press & Set Up Fee	
Dome Sticker & Set Up Fee	
Embroidery & Set Up Fee	
Engraving & Set Up Fee	
Designing per hourly rate	
TOTAL	
VAT @ 15%	
GRAND TOTAL	



MARKETING STATIONERY &BRANDING COLLATERAL	Price
A5 Gloss Colour Poster	
A4 Gloss Colour Poster	
A2 Gloss Colour Poster	
A1 Gloss Colour Poster	
A0 Gloss Colour Poster	
A3 Gloss Colour Poster	
Conference Pouches (Standard)	
10cm x 10cm Gloss Accreditation Card	
4m Single Sided Telescopic Flag	
3m Single Sided Telescopic Flag	
4m Double Sided Telescopic Flag	
3m Double Sided Telescopic Flag	
Trestle Sublimated Stretch Table Cloth	
Trestle Square Colour Table Cloth	
4m x 4m Colour Gazebo	
3m x 3m Colour Gazebo	
Sharkfin Colour Flag	
Colour Pop Up Banner	
Colour A Frame Banner (3m)	
Sandwhich Banner in A0	
Banner Wall in Colour 4m x 2,5m	
Banner Wall in Colour 3m x 2,5m	
Banner Wall in Colour 3m x 3m	
Curved Banner Wall in Colour (Standard Size)	
SUB - TOTAL	
VAT @ 15%	
GRAND TOTAL	