Operates as a Municipal Entity of

Bid Number – 00407/26

Establishment Of A Panel Of Service Providers For Signage, Internal Branding, Marketing Collateral Design, Printing, Production, Installation And Maintenance Services For Joburg City Theatres

Company Name : _____

Company Representative : _____

Closing Date : 14 September 2026

BID No.	00407/26
DESCRIPTION	Establishment Of A Panel Of Service Providers For Signage, Internal Branding, Marketing Collateral Design, Printing, Production, Installation And Maintenance Services For Joburg City Theatres
TENDER DOCUMENTS	Tender documents are available in PDF format at no cost on the e-tender portal (www.etenders.gov.za) or JCT website (www.joburgcitytheatres.com).
COMPULSORY BRIEFING	n/a
CIDB GRADE	n/a
CLOSING TIME AND DATE	14 September 2026@ 12h00 Joburg Theatre, 163 Civic Boulevard, Braamfontein
DELIVERY DETAILS:	To be deposited in the "Tender box" situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description.
TELEGRAPHIC/ POSTAL/ FAX & EMAIL BIDS	Will not be accepted
LATE SUBMISSIONS	Will not be accepted
CONTACT PERSON	All enquiries concerning this bid should be addressed to:- Email:ntombizodwa@joburgtheatre.com or kea@joburgtheatre.com

Certificate of Authority for Signatory

Signatories for closed corporations, partnerships and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or the board of directors or partners, as the case may be.

"By resolution of the board of directors taken on (date)_____

Mr / Ms _____ has been duly authorized to

sign all documents in connection with the tender for contract No. _____

and any contract which may arise therefrom on behalf of (Tenderer)

_____

Signed _____ Date_____

Name _____ Position _____

Tenderer _____

Certificate Of Authority for Joint Ventures

This Returnable Schedule is to be completed only if the Bidder is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise Mr/Ms ....., authorised signatory of the company, close corporation or partnership.....

..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be attached to this Schedule. The agreement should reflect the following information.

i) Company registration number for each partner
ii) Authorised signature for each partner
iii) % share for each partner
iv) Address for each partner

SIGNED BY/ON BEHALF OF BIDDER:

Name: ..... Signature: ..... Date: .....

Record Of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:	
NO	Title or Details
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

If there is insufficient space above, the bidder may append additional sheets.
Number of additional sheets

appended by the bidder to this Schedule ..... (If nil, enter NIL)

Signed _____ Date_____

Name _____ Position _____

CHECKLIST

BID NO: _____

PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL REQUIRED DOCUMENTS HAVE BEEN COMPLETED, SIGNED, WHERE APPLICABLE, AND ATTACHED TO THE QUOTATION.

FAILURE TO SUBMIT ANY COMPULSORY DOCUMENT OR REQUIRED INFORMATION, WHERE SUCH NON-SUBMISSION IS EXPRESSLY STATED AS DISQUALIFYING IN THE QUOTATION DOCUMENT, MAY RESULT IN THE QUOTATION BEING DISQUALIFIED.

DESCRIPTION	Yes /no
Returnable documents required for tender evaluation purposes	
MBD 1 -Invitation to Bid	
Certificate of Attendance of Site Meeting	
Authority to Sign Documents	
Record Of Addenda to Tender Documents	
MBD 2 -Tax Clearance Certificate Requirements	
MBD3.1 - Pricing and Delivery Schedule	
MBD4- Declaration of Interest	
MBD 6.1- Preference Points Claim Form in terms of PPPFA 2022 regulations	
MBD 8- Declaration of Bidder's Past Supply Chain Management Practices	
MBD9- Certificate of Independent Bid Determination	
Additional Documents to be provided by the Bidder and attached to his/her tender	
Provides proof of its **entity's registration documentation** (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members **and share certificates**	
Provide proof of current and valid **SARS Tax Pin** and VAT registration certificate. Provide rationale if not VAT registered.	
Provide a National Treasury Centralised Supplier Database **(CSD) registration summary report** (report should not be older than 30 days)	
Provide a Valid certified copy of **B-BBEE certificate** / In the case of EME's a Sworn Affidavit on DTI template.	
Provide a **current or latest Municipal Rates and Taxes invoice** for the Tenderer's office/premises (not in arrears for more than 90 days) or Where a bidder does not own the premises, they reside in, they must provide **a certified lease agreement together with the utility bill statement** (payments made according to the lease agreement) (not in arrears for more than 90 days) NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC	

Provide **Municipal Rates and Taxes Invoice for All the Directors** (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)		
Current audited annual financial statements, where the bidder is legally required to have its annual financial statements audited; or where the bidder is not legally required to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements together with a **Public Interest Score** (PIS) calculation.		
Letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the **Compensation for Occupational Injuries and Disease (COIDA)** Act No. 130 of 1993.		
Provide Certified copies of South African **Identity Documents** or Valid Passports of Members, Directors or owner (Copy with original stamp).		
Detailed brochure(s) of all services offered shall be presented together with this bid documents		
Joint Venture Agreement (where applicable)		
Functionality		
Category	Service Category	
CATEGORY 1: SIGNAGE DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, REPLACEMENT AND MAINTENANCE	Relevant company experience	
	Demonstrated similar signage projects	
	Technical Capability and Production Capacity	
	Installation and Maintenance Capability	
	Key Personnel and Technical Resources	
	Quality Assurance and Quality Control	
CATEGORY 2: INTERNAL BRANDING AND VENUE BRANDING	Relevant Company Experience	
	Similar Internal/Venue Branding Projects	
	Design and Technical Capability	
	Installation Capability	
	Personnel and Technical Resources	
	Quality Assurance and Quality Control	
CATEGORY 3: MARKETING COLLATERAL DESIGN	Relevant Company Experience	
	Similar Marketing Collateral Projects	
	Graphic Design and Artwork Capability	
	Creative and Technical Design Approach	
	Portfolio Presentation and Relevance	
CATEGORY 4: PRINTING AND PRODUCTION	Relevant Company Experience	
	Similar Printing and Production Projects	
	Printing Equipment and Production Capacity	
	Finishing and Quality-Control Capability	
	Production Personnel and Resources	
	Delivery and Turnaround Capability	

CATEGORY 5: INTEGRATED SERVICES – ALL CATEGORIES	Relevant Similar Integrated Projects	
	Integrated Technical, Design and Production Capability	
	Installation, Implementation and Resource Capacity	
	Key Personnel and Project Management	
	Quality Assurance, Risk Management and Service Delivery Methodology	
Other		
Any additional bidder information not mentioned above		

Signature _____

SECTION 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOBURG CITY THEATRES)					
BID NUMBER:	00407/26	CLOSING DATE:	14 September 2026	CLOSING TIME:	12h00
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR SIGNAGE, INTERNAL BRANDING, MARKETING COLLATERAL DESIGN, PRINTING, PRODUCTION, INSTALLATION AND MAINTENANCE SERVICES FOR JOBURG CITY THEATRES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Sealed quotations marked with the reference no: must be placed in the Tender Box at Joburg Theatre Complex, 01st Floor, Loveday Street, Braamfontein.					

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[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 BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain	CONTACT PERSON	
CONTACT PERSON	Keabetswe Senne	E-MAIL ADDRESS	
E-MAIL ADDRESS	kea@joburgtheatre.com	TELEPHONE NUMBER	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (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 RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: …….

CAPACITY UNDER WHICH THIS BID IS SIGNED: …….

Instructions to Bidders

A. BID DOCUMENTS

Rules for Bidding

- JCT is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- JCT reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should JCT decide not to proceed with the bid.
- JCT also reserves the right to appoint any other person to undertake any part of the tasks.
- The service provider must be a single legal entity with all other necessary expertise secured. JCT will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- JCT reserves the right to return late bid submission unopened.
- Should the contract between JCT and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- Bids must be delivered at the correct address location that is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- Late submissions will not be accepted under any circumstances. The tender box shall be locked at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter will not be accepted under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when dispatched allow enough time for any unforeseen events that may delay the delivery of the tender.

The Tender, including the returnable address, must be submitted in a sealed envelope, marked with:

1) Tender Number and Description
2) The Name and Address of the Tenderer

- This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.

- Each party to a consortium/ sub-contractors must submit a separate original and valid Tax Clearance Certificate.
- Failure to submit completed documents with the tender proposal may invalidate the tender proposal.
- Failure to submit a valid BBBEE Certificate will result in zero preference points being awarded for BBBEE.
- Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- This tender document, together with associated forms and annexures, may NOT be retyped or re-drafted.
- This tender document, together with associated forms and annexures, may NOT be filled in by means of mechanical devices. A black ink pen should be used to fill in this tender document.
- Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated
- The tender price shall be open for acceptance for a period of at least 120
- calendar days after the closing date of the tender. It should be noted that Tenderers may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Tenderers shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of variations) will not be considered. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and the bid will be invalidated.
- All prices shall be quoted in South African currency and be VAT inclusive.
- JCT reserves the right to only accept part of the submitted bid by a supplier.
- JCT reserves the right to withdraw this tender.
- Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- It should be noted that JCT reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- The bidder's company letterhead must be used for the proposal's cover letter and reflect the company name, address and contact details.
- The correct Tender reference number (See the front page of this BID for the Tender Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- Responsiveness criteria of submissions : No Tender will be considered by JCT unless it meets the following responsiveness criteria:

a. The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service or goods and the Tender number for which the Tender is submitted.

b. The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.

c. The official Tender document must be **fully completed** in black ink pen. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable.**

d. All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.

e. The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

f. Complies with the **requirements of the Specification**.

g. Adheres to **Pricing Instructions**.

h. Complies in full and observes the requirements of the **Notice to Tenderers (if applicable).**

i. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:

- A fully completed and signed Tender Form;
- The Tenderer's Details;
- The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
- The Declaration by Tenderer

Registration on the CSD

Potential service providers **must** be registered on the CSD administered by National Treasury at the time of submitting this bid. Bidders that are not yet registered can register on-line at www.csd.gov.za

Grounds for Disqualification

Joburg City Theatres reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

1. Bidders who do not submit a ***valid Tax*** **PIN** issued by **SARS,** on the closing date and time of the bid.

2. bidders who submitted ***incomplete information and documentation*** according to the requirements of this Bid
3. bidders who submitted ***information that is fraudulent, factually untrue or inaccurate***, for example memberships that do not exist, BEE credentials, experience, etc.;
4. bidders who received information not available to other vendors through fraudulent means; and/or
5. Bidders are reminded that ***all alterations in the bid document must be signed in full*** by the bidder's authorised signatory and an accompanying letter on the bidder's official letterhead must be provided indicating such alterations.
6. This bid, correctly endorsed is to be addressed to Joburg City Theatres and must be deposited into the tender box at the time and date shown herein. Under no circumstances will late tenders be accepted.
7. The bid document is to be completed in black ink pen and in full. It is not to be retyped at all.
8. The bid document is to be ***submitted in full in the same order as issued*** with all sections attached.
9. Joburg City Theatres will not award the tender to any firm that cannot provide proof to substantiate its successful completion of a ***minimum of 5 projects of similar size and nature***.
10. Proposal that do not meet Joburg City Theatres' requirements shall be considered as unsuitable and non-responsive and shall be rejected.
11. Bidders are required to ***cost for all the items as required***. If not, the proposal will be rejected as non-responsive.

Notice to Bidders

The costs of preparing the proposal, negotiation and any other engagement pursuant to this bid shall be for the sole account of the bidder and shall not be reimbursed by Joburg City Theatres under any circumstances.

Joburg City Theatres reserves the right to amend, modify or withdraw the BID in part or *in total* including terminating any associated proceedings at any time, without prior notice to the bidders and without liability to compensate or reimburse any person in relation thereto.

Joburg City Theatres' reserves the right to accept or reject any of the proposals submitted; and shall be under no obligation or bound to do so.

Joburg City Theatres reserves the right to adopt any submission by any Bidder(s) and to include information therein into other procurement documentation of Joburg City Theatres without compensation to the authors of such information.

Amendment of Bid Documents

At any time prior to the deadline for submission of bids, JCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

All prospective bidders who have received the bid document will be notified of the amendment in writing and same will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment(s) in account in preparing their bids, JCT at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and JCT shall be written in English.

Bid Price

- The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.
- No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- Notwithstanding anything to the contrary contained in JCT's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- Payment will be made in Rand unless otherwise stipulated.
- All prices must include Value Added Tax.
- All tax invoices submitted by the Bidder must show the Value of the supply, the amount of tax charged and the consideration for the supply.
- All price(s) must be net with all discounts and settlement discount already deducted.
- Price(s) must include cost of supply, transport of personnel delivery and off-loading (if applicable).
- Price(s) must include cost of all labour, equipment, delivery of labour to site, materials

etc. and without any extra or additional charges to Joburg City Theatres whatsoever.

- Any and all alterations to the bid price must be signed in full by the bid's authorized signatory and an accompanying letter from bidder on their official company letterhead will indicate such alterations. Failure to this will disqualify the bid

Period of Validity of Bids

- Bids shall remain valid for 120 days after the closing date of bid prescribed by JCT. A bid valid for a shorter period shall be rejected by JCT as non-responsive.
- In exceptional circumstances, JCT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Closing date of Bids

- Bids must be received by JCT at the address specified in the bid document. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- JCT may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of JCT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any bid received by JCT after the deadline for submission of bids prescribed by JCT, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by JCT prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

Certified Copies/Commissioner of Oaths Certification

Where certified copies of documents are specifically required in the Bid Data or Returnable Documents, the bidder shall submit certified copies of such documents together with its bid submission.
Unless otherwise stated in the bid, all certified copies shall:

- Be certified by a Commissioner of Oaths;
- Be clear, legible and complete;
- Not be older than three (3) months (90 days) from the bid closing date.

Failure to submit certified copies where expressly required may render the bid non-responsive or result in the bidder being requested to clarify or submit the required documentation, where permitted in terms of the applicable procurement legislation, regulations and the Employer's Supply Chain Management Policy.

Note: The Employer reserves the right to verify the authenticity of all documents submitted and to request the originals for inspection at any stage of the procurement process. Any false declaration or fraudulent documentation may result in disqualification, cancellation of any award, and any other action permitted by law.

Improper Lobbying /Interference

Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with Joburg City Theatres will face the following charges:

- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct."

No relaxation, indulgence or waiver granted by Joburg City Theatres to the Bidder shall in any way operate as an estoppel against Joburg City Theatres in the exercise by it of its right hereunder.

Requirements to Submit Proposals

- All schedules in this document must be populated and will form part of the quotation

- A completed Joburg City Theatres supplier registration application form which is available for download from Joburg City Theatres' website (www.joburgtheatreptyltd.co.za). Alternatively, if the supplier is registered on the JCT database, then the service provider need only submit all the mandatory documents with this application.

- The contractor will need to provide examples /references of similar such works performed.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids

- The bidder's names, bid modifications or withdrawals and such other details as JCT at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

- Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids

During evaluation of bids, JCT may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation Criteria

Bidders will be evaluated based on the information as contained in their Submissions, and this may be further supplemented by presentations and clarification information as may be requested from the Bidders.

Evaluations will as far as possible be based on evaluation templates prepared by Joburg Theatre's evaluation committees prior to opening of Submissions. The criteria set out in the document shall be applicable and may not be altered after the Submissions have been opened unless it is clear that such alterations will not disadvantage any Bidder or give an unfair advantage.

Submissions will be evaluated and the Contract awarded in accordance with the SCM regulations, MFMA, Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 and other applicable legislation, the General Conditions of Contract (GCC) and if applicable, any other special conditions of contract.

The bid will be evaluated on the following stages:

1. Mandatory Administrative Requirements (Responsiveness);
2. Functionality Evaluation (Scored Evaluation); and

D. AWARD OF CONTRACT

Period of Contract

The panel appointment shall be valid for a period of **thirty-six (36) months** from the effective date of appointment, subject to:

- satisfactory performance by the panel member;
- continued compliance with the terms and conditions of the contract;
- periodic performance reviews conducted by JCT;
- compliance with JCT's Supply Chain Management requirements; and
- availability of approved budget.

Appointment to the panel does not guarantee any minimum value of work, quantity of goods, number of orders or expenditure.

Services shall be commissioned on an **as-and-when-required basis** through authorised JCT procurement processes and Purchase Orders.

A panel member shall remain responsible for completing any authorised Purchase Order or project issued before expiry of the panel appointment, including applicable warranty, defects liability and contractual obligations.

Any extension of the panel contract shall be subject to the applicable legislative framework, JCT's Supply Chain Management Policy, satisfactory performance and the required approvals.

Acceptance of Bid

A valid and binding Contract and/or Service Level Agreement with the successful Bidder will be concluded immediately following the time that Joburg City Theatres emails / delivers a letter of acceptance of this bid to the Bidder.

Local Office

In order to be considered for an appointment in terms of this bid, bidders must have an office within the Johannesburg Municipality. The address of this local office must be indicated on the **SERVICE PROVIDERS INFORMATION** below and which will be regarded as the domiciliumcitandietexecutandi for the purpose of any contract or service level agreement arising from this bid submission.

Warranty

- 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 JCT's specifications) or from any act or mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- Provide a 5-year manufacturer's warranty covering defects in materials and workmanship excluding normal wear and tear.
- This warranty shall remain 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.
- JCT shall promptly notify the supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the supplier shall, with the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to JCT.
- If the supplier, having been notified, fails to remedy the defect(s) within the period specified, JCT 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 JCT may have against the supplier under the contract.

Contract Amendments

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

Enhancement in Rates

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

Assignment

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

Delays in the Supplier's Performance

1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by JCT in the contract.
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 JCT in writing of the fact of the delay, its likely duration and its cause(s).
3. As soon as practicable after receipt of the supplier's notice, JCT shall evaluate the situation and may at its 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.

4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
5. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
6. Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
7. Upon any delay beyond the delivery period in the case of a supplies contract, JCT shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Penalties

Subject to GCC clause 3.25, 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, JCT shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. JCT may also consider termination of the contract pursuant to GCC clause 3.23.

Indemnity

- The Contractor agrees that the occupational use of JCT's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein.
- The Contractor furthermore acknowledges that JCT and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by JCT to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies JCT and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.
- The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the JCT for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether

or not such loss, damage, injury or death is caused through negligence of JCT or its agents or employees) or for:

- any latent or patent defect in the premises;
- a fire on the premises;
- a theft from the premises;
- the Premises or any part thereof being in a defective condition or state of disrepair;
- force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the JCT's control;
- the use of the services offered on the premises;
- consequential loss howsoever caused;
- any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or JCT to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.

- Save for any willful acts or omission or gross negligence by JCT, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies JCT and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

Insurance

- Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:
  - ✓ Public liability insurances, in the name of the Contractor, covering the Contractor and JCT against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
  - ✓ The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.
- In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:
  - ✓ Over and above any statutory and / or other requirements contained in the conditions of this agreement, JCT must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
  - ✓ Any claim settlement shall be subject to the approval of both JCT and the Contractor.

- ✓ JCT reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist JCT in this regard.

- ✓ All insurance must remain in force for the duration of this agreement.

- ✓ Should the Contractor fail to arrange insurance or to maintain it, JCT shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose will be paid by JCT as a debt of Contractor.
- ✓ The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of JCT after awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

Compliance with Legislature

- ➢ All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with JCT, indemnifying JCT from the provisions of the Occupational Health and Safety Act (85 of 1993.
- ➢ The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable health and safety plan appropriate for the contract tendered for.
- ➢ The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

Workmen's Compensation

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

SECTION 2

BACKGROUND, OBJECTIVE AND SCOPE OF REQUIREMENTS

1. Background

Joburg Theatre (SOC) Ltd trading as Joburg City Theatres (JCT), an independent municipal entity wholly owned by the City of Johannesburg Metropolitan Municipality ("COJ"), operates in order to provide world class theatre entertainment to the citizens of Johannesburg. The company continuously strives towards transformation from both within its core employment, procurement and governance practices; and also its productions and audience inclusiveness.

With effect from January 1st 2013 Joburg Theatre (SOC) Ltd and Roodepoort City Theatre NPC t/a Joburg Promusica were integrated into a single theatre management company (***Joburg City Theatres***), which also institutionalised the operation of the newly established Soweto Theatre.

Joburg City Theatres uphold its vision statement: "*We are the providers of the integrated management of world class African theatre venues and a high quality, entertaining, innovative and inclusive programme which serves the diverse communities of the City of Joburg."*

To succeed, significant increased operational efficiency is critical. That means Joburg City Theatres must be cost efficient. Operational efficiency is important not only to cost saving, but also to attracting and retaining theatre audiences, as the organization strives to become responsive to customers' needs and the market's demands.

2. General Requirements Overview of responsibilities of the service provider's

Joburg City Theatres (JCT) hereby invites proposals from all prospective service providers to propose a cost-effective solution for below mentioned.
Service Providers are required to respond to this bid demonstrating that their proposed approach and solutions are a probable fit to JCT's requirements and are required to complete all categories as stipulated within this document. All information contained in this bid or given by management or staff of JCT is solely for the purpose of providing Service Providers with relevant information with which to complete and submit their proposals.

The appointed service provider will be monitored on the following basis: Timeliness of service delivery; Quality of the service provided; Provision of services in compliance with clearly stated specifications;

3. Introduction

Joburg City Theatres (JCT) invites suitably qualified and experienced service providers to submit bids for the establishment of a panel of service providers to provide signage, internal branding, marketing collateral design, printing, production, installation, replacement and

maintenance services to JCT on an as-and-when-required basis for a period of thirty-six (36) months.

The appointed panel service providers will be required to support the operational, marketing, promotional, branding and event-related requirements of JCT across its theatre venues.

The services shall be provided at:

- Joburg Theatre (JT);
- Soweto Theatre (ST); and
- Roodepoort Theatre (RT)

The panel is intended to provide JCT with access to suitably qualified and capable service providers who can respond to routine, planned, event-driven and urgent requirements throughout the contract period.

Appointment to the panel shall not constitute a guarantee of any minimum quantity, expenditure or allocation of work.

4. Purpose of the Tender

The purpose of this tender is to establish a panel of suitably qualified service providers capable of providing integrated signage, internal branding, marketing collateral design, printing, production, installation, replacement and maintenance services to JCT.
The scope includes:

- signage design, manufacture, supply and installation;
- internal and external venue branding;
- wayfinding and directional signage;
- promotional and event signage;
- large-format printing;
- marketing collateral design;
- printing and production of programmes, brochures, posters, flyers and other promotional materials;
- event and campaign branding;
- replacement and maintenance of signage and branding; and
- related services reasonably associated with the above requirements.

The services will be procured on an as-and-when-required basis through authorised JCT procurement processes and Purchase Orders.

5. SCOPE OF SERVICES

The appointed panel service providers shall provide one or more of the following categories of services:

Category	Service
Category 1	Signage Design, Manufacture, Supply, Installation, Replacement and Maintenance
Category 2	Internal Branding and Venue Branding
Category 3	Marketing Collateral Design
Category 4	Printing and Production
Category 5	Integrated Signage, Branding, Design, Printing, Production, Installation and Maintenance

Bidders may bid for one or more categories.
Where a bidder bids for more than one category, the bidder must demonstrate the relevant experience, technical capability, personnel, equipment, resources and capacity applicable to each category.

6. ESTABLISHMENT OF THE PANEL

Joburg City Theatres (JCT) intends to establish a **multi-provider panel of suitably qualified and capable service providers** for the provision of signage, branding, marketing collateral design, printing, production, supply, installation, replacement and maintenance services on an **as-and-when-required basis**.

JCT may appoint **one or more service providers per service category**, subject to the number of suitable bidders, the applicable procurement framework, the evaluation outcome and JCT's operational requirements.

Appointment to the panel shall be subject to the bidder:

- meeting all applicable administrative and mandatory requirements;
- demonstrating the required technical capability;
- achieving a minimum functionality score of **80 out of 100 points** for each category for which it wishes to qualify; and
- successfully proceeding through the applicable price and preference evaluation process.

A bidder may apply for **one or more service categories** and shall be evaluated separately for each category applied for.

Qualification for one category shall **not automatically constitute qualification for another category**. The bidder must demonstrate the relevant experience, technical capability, resources and capacity for each category for which it applies.

A bidder that fails to achieve the minimum functionality threshold of 80/100 for a particular category shall not qualify for that category and shall not proceed to the price and preference evaluation for that category.

Appointment to the panel shall not create an exclusive relationship between JCT and any panel member. JCT shall not be obliged to issue any minimum volume, quantity or value of work to any appointed panel member.

Being appointed to the panel shall not constitute a guarantee of work, expenditure or a minimum number of Purchase Orders.

JCT reserves the right to utilise one or more appointed panel members in accordance with its approved Supply Chain Management processes, operational requirements, applicable legislation, approved procurement mechanisms and the terms and conditions of the panel.

Panel members shall only undertake work that has been formally authorised by JCT through an approved procurement mechanism, including an authorised Purchase Order or other written instruction issued by an appropriately delegated JCT official.

No panel member shall commence work or incur expenditure on behalf of JCT without the required authorisation.

The panel shall operate for the contract period specified in the tender document, subject to the applicable contractual terms and conditions.

7. TECHNICAL SPECIFICATION

7.1. GENERAL REQUIREMENTS

The appointed panel service providers shall provide integrated signage, internal branding, venue branding, marketing collateral design, printing, production, supply, installation, replacement and maintenance services to Joburg City Theatres (JCT) on an as-and-when-required basis for the duration of the contract.

The services shall be provided at, but not limited to:

- Joburg Theatre (JT);
- Soweto Theatre (ST); and
- Roodepoort Theatre (RT)

The service provider shall provide, at its own cost unless otherwise specified in the applicable Purchase Order, all resources necessary to complete the authorised services, including:

- labour;
- supervision;
- materials;
- equipment;
- tools;
- machinery;
- transport;
- consumables;
- installation equipment;
- access equipment where required;
- packaging;
- loading and offloading; and
- any other resources reasonably necessary to complete the required services.

All work shall be undertaken in accordance with:

- JCT's approved artwork;
- JCT's corporate identity and branding requirements;
- approved designs and technical specifications;
- approved samples and proofs;
- authorised Purchase Orders;
- written instructions issued by authorised JCT representatives; and
- applicable legislation, standards, health and safety requirements and site rules.

The specifications and items listed in this document represent typical JCT requirements and shall constitute the technical baseline for the procurement.

The list is not exhaustive. JCT may require additional or similar items during the contract period, provided that such requirements fall within the general scope, nature and service categories covered by this tender.

The service provider shall maintain sufficient production, staffing, logistical and technical capacity to accommodate:

- small and large orders;
- multiple concurrent orders;
- planned campaigns;
- theatre productions;
- events;
- urgent requirements;
- replacement requirements; and
- short-notice, event-driven requirements.

The service provider shall manage each authorised order from receipt of the Purchase Order or approved instruction through to completion, delivery, installation where applicable, quality verification and final handover.

7.2. AS-AND-WHEN-REQUIRED SERVICE MODEL

The panel shall operate on an as-and-when-required basis.

JCT shall determine its requirements during the contract period based on operational, event, marketing, maintenance and production needs.

Individual requirements shall be initiated through an authorised JCT procurement mechanism. Depending on the nature and value of the requirement, JCT may request from appointed panel members:

- quotations;
- technical proposals;
- artwork;
- samples;
- specifications;
- measurements;
- production timelines;
- installation methodologies; and
- other information reasonably required to assess and authorise the requirement.

No panel appointment shall create an entitlement to a predetermined quantity, volume or value of work.

7.3. SERVICE DELIVERY LOCATIONS

Services may be required at any of the following JCT facilities:

- Joburg Theatre;
- Soweto Theatre; and
- Roodepoort Theatre.

JCT may also require delivery, installation or other services at another location where the requirement is directly related to a JCT-approved event, campaign, production or operational activity and falls within the scope of the appointed category.

The applicable delivery or installation location shall be specified in the relevant Purchase Order or authorised instruction.

The service provider shall be responsible for coordinating delivery, access, loading, offloading and installation requirements with the designated JCT representative.

7.4. GENERAL SERVICE DELIVERY RESPONSIBILITIES

The appointed service provider shall ensure that all authorised services are delivered:

- within the approved turnaround period;
- in accordance with the approved specifications;
- in accordance with approved artwork;
- in the correct quantities;
- to the required quality standard;
- at the designated location;
- using suitable materials and production methods;
- in a safe and professional manner; and
- in accordance with the authorised Purchase Order.

The service provider shall promptly notify JCT of any matter that may affect:

- cost;
- delivery time;
- quality;
- specifications;
- availability of materials;
- installation;
- production capacity; or
- successful completion of the requirement.

No deviation from an approved specification, artwork, quantity, material or agreed delivery requirement shall be implemented without prior authorisation from JCT.

7.5. PANEL MEMBER CAPACITY

Each appointed panel member shall maintain sufficient capacity throughout the contract period to perform the services for which it has been appointed.

This shall include access to appropriate:

- skilled personnel;
- design and artwork resources;
- production facilities;
- printing facilities;
- finishing facilities;
- installation resources;

- equipment;
- transport;
- project/order-management resources; and
- technical support.

Where a panel member relies on third-party resources, the panel member shall remain responsible for the proper management, quality and timely delivery of the authorised services, subject to the applicable tender and contractual conditions.

7.6. TECHNICAL BASELINE

The technical specifications contained in this tender define the minimum expected standard of service and output.

Where an individual Purchase Order contains a more detailed specification, the Purchase Order and approved technical instruction shall apply to that specific requirement.

Where a requirement is not specifically described in this technical specification but is reasonably related to the appointed service category, the bidder shall provide the service were authorised by JCT, provided that such service remains within the general scope and nature of the tender.

All materials, products and workmanship shall be fit for purpose and appropriate to the intended application and environment.

7.7. QUALITY AND COMPLIANCE

The appointed panel member shall be responsible for ensuring that all completed work complies with:

- the authorised Purchase Order;
- approved artwork;
- approved samples;
- technical specifications;
- agreed dimensions;
- agreed quantities;
- applicable quality requirements;
- JCT corporate identity requirements; and
- applicable health and safety requirements.

JCT reserves the right to inspect, reject or require correction of work that does not comply with the authorised requirements.
Where defects, errors or omissions are attributable to the service provider, the service provider shall correct or replace the affected work at no additional cost to JCT.

8. SIGNAGE, BRANDING, DESIGN AND PRINTING SERVICES

8.1. SIGNAGE DESIGN, MANUFACTURE, SUPPLY AND INSTALLATION

The service provider shall provide complete signage services:

- site assessment;
- site measurement;
- design;
- design adaptation;
- artwork preparation;
- artwork adaptation;
- proofing;
- manufacture;
- printing;
- cutting;
- finishing;
- mounting;
- supply;
- delivery;
- installation;
- replacement;
- removal;
- refurbishment; and
- maintenance.

The services shall include both permanent and temporary signage.

Typical signage applications may include:

- external building signage;
- internal signage;
- directional signage;
- wayfinding signage;
- safety and warning signage;
- promotional signage;
- venue identification signage;
- statutory signage, where applicable;
- event signage;
- temporary signage;
- replacement signage;
- refurbished signage; and

- other signage reasonably related to JCT's requirements.

8.1.1. Typical Signage Requirements

Description	Typical Size
Backlit PVC banner, full colour, welded pockets, suitable for existing pocket-and-bar billboard structure	3000 mm × 2450 mm
Backlit PVC banner, full colour, landscape	7500 mm × 4000 mm
PVC billboard banner, full-colour digital graphics, 50 mm pockets all round, single-sided	6000 mm × 9000 mm
Double-sided matt PVC banner, full colour, stitched, pockets top and bottom	1 m × 2.2 m
Matt cloth banner, stitched and finished with pockets top and bottom	2450 mm × 5000 mm
Matt cloth banner, stitched and finished with pockets top and bottom	2450 mm × 3800 mm
Blockout PVC banner, full colour, finished to suit existing system	4000 mm × 1200 mm
Blockout PVC banner, full colour, welded pockets for existing pocket-and-bar billboard structure	10 000 mm × 3000 mm
Full-colour matt vinyl applied to lift door	1110 mm × 2150 mm
Executive wide pull-up banner	1500 mm × 2000 mm

The dimensions above are typical reference requirements and are not fixed quantities or dimensions for every order.

Actual dimensions shall be confirmed by JCT through the applicable Purchase Order, approved artwork, site measurement or written instruction.

Where existing structures, frames, mounting systems, pocket-and-bar systems or fixing points are to be utilised, the service provider shall verify:

- dimensions;
- structural condition;
- compatibility;
- fixing points;
- mounting requirements; and
- installation constraints

before commencing production.

The service provider shall immediately notify JCT of any condition that may affect the safe or successful installation of the signage.

8.2. INTERNAL BRANDING AND VENUE BRANDING

The service provider shall design, manufacture, supply, deliver, install, replace and maintain internal branding elements throughout JCT venues and facilities.

Internal and venue branding may include:

- wall branding;
- foyer branding;
- reception branding;
- feature walls;
- branded wall panels;
- window graphics;
- glass graphics;
- glass frosting;
- office and departmental branding;
- corridor branding;
- auditorium branding;
- directional branding;
- branded information displays;
- promotional displays;
- campaign branding;
- temporary venue branding;
- branded installations; and
- other internal branding applications required by JCT.

All internal and venue branding shall comply with JCT's approved corporate identity, campaign requirements and artwork.

The service provider shall ensure that all substrates, adhesives, fixing systems and finishes are suitable for the intended surface and application.

8.3. BANNERS, FLAGS AND DISPLAY SYSTEMS

The service provider may be required to design, manufacture, supply, deliver, install, remove, replace and maintain banner, flag and display systems.

These may include:

- pull-up banners;
- executive pull-up banners;
- media banner walls;

- pop-up banners;
- X-banners;
- L-banner stands;
- boulevard banners;
- feather banners;
- teardrop banners;
- shark-fin flags;
- telescopic banners;
- curved banners;
- corporate flags;
- event flags;
- branded gazebos;
- branded parasols;
- branded tents;
- bunting;
- fence banners;
- stage backdrops;
- media backdrops;
- step-and-repeat walls;
- photographic walls;
- hanging banners; and
- other temporary or permanent display systems.

All display systems shall be structurally suitable for their intended application.

Outdoor display systems shall be manufactured using materials and finishes appropriate for outdoor exposure.

8.4. INDOOR SIGNAGE AND BRANDING APPLICATIONS

Indoor signage and branding requirements may include:

- Perspex/acrylic signs;
- acrylic lettering;
- 3D lettering;
- door-name signs;
- office identification signs;
- departmental signs;
- warning signs;
- safety signs;
- directional signs;
- wayfinding signage;
- information signs;

- reception signage;
- wall-mounted signs;
- suspended signs;
- freestanding signs;
- floor-standing signs;
- cut-outs;
- life-size standees;
- wall graphics;
- wall decals;
- window graphics;
- glass frosting;
- one-way vision graphics;
- floor graphics;
- feature walls;
- branded display boards;
- branded panels; and
- other indoor signage and branding applications required by JCT.

Materials and fixing methods shall be appropriate for the surface on which the signage or branding is installed.

The service provider shall take reasonable precautions to prevent damage to existing walls, floors, glass, doors, furniture, fixtures and other JCT property.

8.5. LARGE-FORMAT AND SPECIALIST SIGNAGE

The service provider shall have the capacity to provide large-format and specialist signage and printing applications, including:

- billboards;
- building wraps;
- wall wraps;
- lift-door graphics;
- large-format digital printing;
- PVC graphics;
- blockout graphics;
- mesh banners;
- backlit graphics;
- mounted prints;
- aluminium composite panels;
- Correx boards;
- foam-board displays;
- acrylic displays;

- vinyl graphics;
- window graphics;
- glass graphics;
- specialist cut-outs; and
- other large-format or specialist applications reasonably required by JCT.

Where the proposed installation involves substantial structures, elevated work or unusual mounting arrangements, the service provider shall provide an appropriate installation methodology and identify any access, safety or structural requirements before commencement.

8.6. MARKETING COLLATERAL DESIGN, PRINTING AND PRODUCTION

The service provider shall provide graphic design, artwork development or adaptation, artwork preparation, proofing, printing, finishing, production, supply and delivery of marketing and promotional collateral.

Services may include:

- posters;
- flyers;
- programmes;
- brochures;
- invitations;
- business cards;
- letterheads;
- compliment slips;
- envelopes;
- note pads;
- calendars;
- diaries;
- promotional stationery;
- promotional materials;
- die-cut posters;
- stickers;
- standees;
- event collateral; and
- other related marketing collateral.

Where artwork is supplied by JCT, the service provider shall:

- check the technical suitability of the artwork;
- identify resolution or formatting problems;
- identify colour or production limitations;

- advise JCT of any material technical issue before production; and
- obtain approval for any required technical amendment.

The service provider shall not materially alter approved artwork without JCT's authorisation.

8.7. EVENT AND CAMPAIGN BRANDING

The service provider shall provide event-specific and campaign-related branding services as and when required.

Services may include the design, production, supply and installation of branding for:

- theatre productions;
- events;
- festivals;
- launches;
- campaigns;
- sponsorships;
- media events;
- press events;
- promotional activations;
- seasonal campaigns;
- corporate events; and
- other JCT programmes and activities.

The service provider shall have sufficient capacity to accommodate short-notice and time-sensitive event requirements.

Where an event deadline is specified in the Purchase Order, the service provider shall plan its production and delivery activities to meet the approved deadline.

9. INSTALLATION, MAINTENANCE, DELIVERY AND QUALITY

9.1. INSTALLATION, REPLACEMENT AND MAINTENANCE

The service provider shall provide all associated installation, replacement, repair and maintenance services required for signage and branding.

Services shall include:

- site measurement;
- site assessment;
- installation;
- removal of existing signage;

- replacement of damaged signage;
- replacement of faded or outdated graphics;
- relocation of signage;
- repair of signage;
- repair of mounting systems;
- updating of graphics;
- cleaning where specified;
- maintenance;
- removal of obsolete branding;
- disposal of removed materials; and
- making good affected surfaces following removal or installation.

The service provider shall ensure that installation work:

- is undertaken safely;
- is professionally executed;
- does not unnecessarily disrupt theatre operations;
- protects existing JCT property;
- leaves the work area clean and orderly; and
- complies with the approved installation methodology.

Removed materials shall be disposed of responsibly and in accordance with applicable requirements.

9.2. TECHNICAL AND QUALITY REQUIREMENTS

All signage, branding and printed materials supplied under this contract shall be of a professional commercial standard, fit for purpose and consistent with the approved specifications.

The service provider shall ensure:

- accurate dimensions;
- accurate reproduction of approved artwork;
- consistent colour reproduction;
- appropriate print resolution;
- correct material selection;
- suitable substrate selection;
- clean cutting and trimming;
- professional finishing;
- secure stitching and binding where applicable;
- durable construction;
- appropriate weather resistance for outdoor applications;
- suitable UV resistance where required;

- secure and neat installation;
- appropriate fixing and mounting methods;
- protection of printed surfaces during transport and installation;
- quality control before delivery;
- compliance with approved samples and proofs; and
- compliance with JCT's branding and corporate identity requirements.

9.2.1. Proofing and Approval

Where samples, mock-ups, colour proofs or production proofs are required, production shall only proceed after the required approval has been obtained.

Approval of artwork or a proof shall not relieve the service provider of responsibility for:

- manufacturing defects;
- incorrect dimensions;
- poor workmanship;
- incorrect finishing;
- defective materials; or
- deviations from the approved technical specification.

Any defective, damaged or incorrectly produced item attributable to the service provider shall be corrected or replaced at no additional cost to JCT.
Applicable product and workmanship warranties shall be provided where specified.

9.3. TURNAROUND AND DELIVERY REQUIREMENTS

JCT operates in an event-driven environment and requires service providers with demonstrated capacity to meet strict deadlines.

9.3.1. Standard Printing and Marketing Collateral

Standard printing and marketing collateral requirements shall be completed within three (3) working days from receipt of:

- an authorised Purchase Order;
- approved artwork; and
- all information required to commence production,

unless a different turnaround period is specified in the Purchase Order or agreed in writing by JCT.

9.3.2. Signage

Signage manufacture and installation shall be completed within the period specified in the applicable Purchase Order or approved written instruction.

The required turnaround shall take account of:

- site assessment;
- measurement;
- artwork approval;
- material procurement;
- production;
- finishing;
- delivery; and
- installation.

9.3.3. Urgent Requirements

Urgent and event-related requirements shall be accommodated on a priority basis.
Upon receipt of an urgent request, the service provider shall confirm:

- whether the requirement can be accommodated;
- proposed turnaround time;
- any material or production constraints; and
- expected delivery or completion time.

No urgent work shall be undertaken without the required JCT authorisation.

9.3.4. Delivery

Deliveries shall be made to the designated JCT venue, including:

- Joburg Theatre;
- Soweto Theatre; and
- Roodepoort Theatre.

The service provider shall:

- package products appropriately;
- protect products against damage during transportation;
- provide delivery documentation;
- ensure correct quantities are delivered; and
- obtain confirmation of delivery where required.

The service provider shall immediately notify JCT of any anticipated delay and provide a proposed recovery plan.

The service provider shall demonstrate sufficient production and logistical capacity to manage multiple orders simultaneously.

9.4. EVENT AND URGENT REQUIREMENTS

Due to the operational nature of JCT, requirements may arise at short notice.
The service provider shall have the capacity to respond to urgent requirements, including:

- last-minute event signage;
- replacement of damaged signage;
- production amendments;
- urgent posters and flyers;
- emergency venue branding;
- event-specific directional signage;
- additional programme printing;
- campaign changes; and
- other time-sensitive requirements.

The service provider shall communicate its available turnaround time upon receipt of an urgent request and shall not commence production without the required JCT authorisation.

9.5. DESIGN, ARTWORK AND APPROVAL REQUIREMENTS

Where design services are required, the service provider shall:

- develop artwork in accordance with the JCT brief;
- use approved JCT logos and brand elements;
- provide artwork proofs or mock-ups where required;
- incorporate amendments instructed by JCT;
- ensure that final artwork is technically suitable for production;
- obtain approval before final production where required; and
- retain sufficient quality and resolution for the intended application.

The service provider shall not alter JCT's approved:

- corporate identity;
- logos;
- colours;
- typography;
- brand elements; or

- other approved brand assets

without prior written approval.

Where JCT provides artwork, the service provider shall be responsible for identifying technical production problems before production.

9.6. SITE CONDITIONS AND PROTECTION OF JCT PROPERTY

Before commencing installation, the service provider shall inspect the relevant work area and identify any condition that may affect the proposed installation.

The service provider shall take reasonable measures to protect:

- buildings;
- walls;
- floors;
- doors;
- windows;
- glass;
- furniture;
- theatre equipment;
- electrical installations;
- existing signage;
- fixtures and fittings; and
- other JCT property.

Any damage caused by the service provider, its employees, agents or subcontractors shall be reported to JCT immediately and rectified at the service provider's cost where attributable to the service provider.

Work areas shall be left clean and free from production waste, packaging and removed materials.

9.7. OCCUPATIONAL HEALTH AND SAFETY

All work shall be undertaken in accordance with applicable occupational health and safety legislation and JCT's site-specific health and safety requirements.

The service provider shall ensure that its employees, agents and subcontractors:

- use appropriate personal protective equipment;
- use suitable tools and equipment;
- follow safe installation procedures;
- comply with site access requirements;

- comply with working-at-height requirements where applicable;
- maintain safe work areas;
- protect members of the public and JCT employees from hazards; and
- comply with reasonable instructions issued by JCT's authorised representatives.

Where specialised access equipment is required, the service provider shall provide the equipment and suitably trained personnel necessary to undertake the work safely.

9.8. TRANSPORT, LOGISTICS AND HANDLING

The service provider shall be responsible for the transportation, loading, offloading and handling of all materials and finished products unless otherwise specified by JCT.

Transport shall be suitable for the size, quantity and nature of the goods being delivered.

The service provider shall ensure that:

- finished products are adequately protected;
- printed materials are protected against moisture and physical damage;
- large-format signage is transported without creasing, tearing or distortion;
- installation components are transported with the relevant signage;
- deliveries are made to the correct JCT venue; and
- delivery times are coordinated with JCT where site access restrictions apply.

9.9. DEFECTIVE WORK, REPLACEMENT AND CORRECTIVE ACTION

JCT shall have the right to reject goods or workmanship that do not comply with:

- the Purchase Order;
- approved artwork;
- approved samples;
- technical specifications;
- required dimensions;
- agreed quantities; or
- acceptable commercial quality standards.

Where an item is rejected due to an error, defect or omission attributable to the service provider, the service provider shall:

- collect or remove the defective item where applicable;
- correct or reproduce the item;

- reinstall or redeliver the corrected item; and
- bear the associated costs.

Corrective work shall not result in additional costs to JCT where the defect or error is attributable to the service provider.

9.10. GENERAL TECHNICAL PROVISION

The panel service providers shall be capable of providing additional signage, branding, printing, design and promotional requirements that are reasonably related to the scope of this tender.

Such requirements may include variations in:

- dimensions;
- substrates;
- materials;
- print processes;
- finishes;
- mounting methods;
- quantities;
- installation methods; and
- design requirements.

The fact that a specific item is not individually listed in this technical specification shall not prevent JCT from requesting a similar or related item, provided that the requirement falls within the general nature and scope of the services covered by this tender.
Any such requirement shall be subject to an authorised Purchase Order or other approved procurement mechanism applicable to the panel.

9.11. SERVICE PROVIDER CAPACITY REQUIREMENT

The appointed panel service providers shall maintain sufficient operational capacity throughout the contract period to fulfil authorised requirements.

The service provider shall have access to:

- appropriately skilled personnel;
- design and artwork resources where applicable;
- production facilities;
- printing equipment or verified production arrangements;
- finishing equipment;
- installation tools and equipment;
- transport;

- storage where required; and
- appropriate project and order-management resources.

The service provider shall promptly notify JCT of any material circumstance that may affect its ability to fulfil authorised orders.

9.12. TECHNICAL COMPLIANCE

The bidder shall clearly indicate the service categories for which it is bidding.
The bidder's technical submission shall demonstrate its capability in the relevant category through the documentary evidence required under the Functionality Evaluation section of this bid document.

Functionality shall be evaluated separately for each category.

The minimum functionality threshold shall be: 80 out of 100 points per category.

Achievement of 80 points or more shall qualify the bidder to proceed to the applicable price and preference evaluation for that category.

A bidder achieving less than 80 points for a category shall not qualify for that category and shall not proceed to the price and preference evaluation for that category.

Functionality points shall not form part of the final 80/20 score and shall not be carried forward or added to the price and preference points.

10. ON-DEMAND AND AD-HOC REQUIREMENTS

JCT operates in an event-driven environment and may require services at varying frequencies and quantities.

The panel service provider must therefore be able to accommodate:

- small print runs;
- large print runs;
- urgent event requirements;
- short-notice signage;
- campaign roll-outs;
- venue branding;
- replacement signage;
- last-minute amendments;
- multiple simultaneous orders; and

- requirements across multiple JCT venues.

JCT reserves the right to request alternative cost-effective methods of production, design, supply or installation where such alternatives meet the required quality and performance standards.

11. QUOTATIONS, PURCHASE ORDERS, DELIVERY AND INVOICING

A panel service provider shall provide a quotation for the required goods and/or services before commencement of work, where required in accordance with JCT's approved procurement procedures.

No production, manufacture, printing, delivery, installation or other work shall commence without an authorised JCT Purchase Order or other approved procurement instruction.

The quotation shall clearly state:

- description of goods/services;
- quantities;
- unit rates;
- applicable materials;
- delivery costs, where applicable;
- installation costs, where applicable;
- applicable taxes; and
- total cost.

The service provider shall ensure that all goods and services are delivered to the correct JCT venue and accompanied by appropriate delivery documentation.
All invoices shall:

- reference the applicable JCT Purchase Order number;
- accurately describe the goods/services supplied;
- reflect the approved quantities and pricing;
- identify the applicable JCT theatre/department, where required; and
- include relevant delivery notes, completion documentation or other supporting documents, where applicable.

Statements shall be submitted where required by JCT and must be properly reconciled, clearly identifying the relevant invoices, Purchase Orders and theatre/department.

No payment shall be processed for work undertaken without a valid authorised Purchase Order or approved procurement instruction, subject to JCT's applicable SCM and financial procedures.

12. SITE ACCESS AND PROTECTION OF THEATRE OPERATIONS

The service provider shall coordinate all site access, delivery, installation, removal, maintenance and other activities with the designated JCT representative.

Due to the operational nature of theatre facilities, the service provider shall plan and execute its activities in a manner that minimises disruption to JCT operations, performances, events, visitors, staff and other service providers.

The service provider shall ensure that:

- installation and other disruptive activities are scheduled in consultation with JCT;
- theatre performances, rehearsals, events and other programmed activities are taken into consideration when planning work;
- noise, dust, odours and other disruptive activities are appropriately controlled;
- public access routes, emergency exits, fire equipment and operational areas remain unobstructed;
- work areas are appropriately barricaded or controlled where necessary;
- tools, equipment and materials do not create hazards to JCT employees, visitors, performers, contractors or members of the public;
- equipment and materials are securely stored when not in use;
- electrical cables, access equipment and other temporary installations are safely positioned and managed;
- delivery and collection activities are coordinated with JCT;
- work areas are kept clean, orderly and safe throughout the duration of the work; and
- all work areas are cleaned and restored to an acceptable condition upon completion.

Where work is required during performances, events, rehearsals or outside normal operating hours, the service provider shall comply with the access, scheduling, security, health and safety and operational arrangements specified by JCT.

The service provider shall not access restricted areas or commence work in areas requiring specific authorisation without the approval of the designated JCT representative.

JCT may require the service provider to temporarily suspend, reschedule or modify work where necessary to accommodate theatre operations, safety requirements or an event or production. The service provider shall comply with such reasonable instructions.

13. QUALITY ASSURANCE AND DEFECTIVE WORK

The service provider shall maintain an effective and documented quality-control process covering, where applicable:

- design and artwork;
- artwork verification;
- material selection;
- production;
- printing;

- cutting and finishing;
- dimensions and quantities;
- packaging;
- delivery;
- installation; and
- final inspection.

The service provider shall inspect completed work before delivery or installation to ensure compliance with the applicable Purchase Order, approved artwork, approved samples, technical specifications and required quality standards.

JCT reserves the right to inspect work at any stage and to reject work that:

- does not comply with the authorised specification;
- differs materially from approved artwork or an approved proof;
- contains printing or production defects;
- contains incorrect information or content;
- is damaged or contaminated;
- is incorrectly sized or manufactured;
- has poor or incomplete finishing;
- uses an incorrect or unsuitable material;
- is incorrectly installed;
- is incomplete; or
- is otherwise unsuitable for its intended purpose.

Where rejected work is defective or non-compliant due to an act, omission, error or failure attributable to the service provider, the service provider shall, at no additional cost to JCT:

- remove or collect the rejected item where applicable;
- correct, reproduce or replace the affected item;
- redeliver or reinstall the corrected or replacement item; and
- make good any damage caused by the defective work or its removal.

Corrective work shall be completed within the period specified by JCT, taking into account the nature and urgency of the requirement.

JCT's inspection, approval or acceptance of any work shall not relieve the service provider of responsibility for latent defects, manufacturing defects, defective materials, poor workmanship or non-compliance attributable to the service provider.

14. WARRANTIES AND DEFECTS

The service provider shall provide all applicable manufacturer warranties and workmanship warranties for products, materials, equipment and installations supplied under the contract where such warranties are available or specified in the applicable Purchase Order.

Warranty documentation shall be provided to JCT upon request and shall clearly identify the applicable warranty period, coverage and conditions.

Any defect attributable to:

- poor workmanship;
- defective materials;
- incorrect manufacture;
- incorrect dimensions;
- defective printing or finishing;
- incorrect installation; or
- failure to comply with the approved specification

shall be rectified by the service provider at no additional cost to JCT.

Upon notification of a defect, the service provider shall acknowledge the notification and provide a proposed corrective-action timeframe were requested by JCT.

The service provider shall rectify the defect within the period specified by JCT, taking into consideration the nature and urgency of the defect.

Where a defect affects an event, performance, public-facing venue area or operational requirement, JCT may require priority corrective action.

Where a defective item cannot reasonably be repaired, the service provider shall replace the item with a compliant item at no additional cost to JCT.

The cost of labour, materials, transport, removal, disposal, reproduction, delivery and reinstallation associated with correcting a defect attributable to the service provider shall be borne by the service provider.

Warranty obligations shall be in addition to, and shall not limit, the service provider's obligations relating to defective work, quality requirements, contractual remedies or any applicable insurance or liability provisions.

15. CONTRACT PERIOD

The panel appointment shall be valid for a period of **thirty-six (36) months** from the effective date of appointment, subject to:

- satisfactory performance by the panel member;
- continued compliance with the terms and conditions of the contract;
- periodic performance reviews conducted by JCT;
- compliance with JCT's Supply Chain Management requirements; and
- availability of approved budget.

Appointment to the panel does not guarantee any minimum value of work, quantity of goods, number of orders or expenditure.

Services shall be commissioned on an **as-and-when-required basis** through authorised JCT procurement processes and Purchase Orders.

A panel member shall remain responsible for completing any authorised Purchase Order or project issued before expiry of the panel appointment, including applicable warranty, defects liability and contractual obligations.

Any extension of the panel contract shall be subject to the applicable legislative framework, JCT's Supply Chain Management Policy, satisfactory performance and the required approvals.

16. PANEL CALL-OFF AND ALLOCATION OF WORK

Work shall be allocated to appointed panel members in accordance with JCT's approved panel management, call-off and Supply Chain Management procedures and applicable legislation.

Appointment to the panel shall not create an automatic entitlement to receive work, nor shall it guarantee any minimum quantity, frequency or monetary value of work.

Depending on the nature, estimated value, complexity and urgency of the requirement, JCT may utilise an approved call-off mechanism, which may include:

- rotation among eligible panel members;
- request for quotations from eligible panel members;
- mini-competition;
- comparative quotations;
- allocation based on demonstrated specialist capability;
- availability and confirmed capacity;
- geographical or operational requirements; or
- another procurement mechanism permitted in terms of JCT's approved Supply Chain

Management framework.

Where rotation is used, the allocation shall be recorded in the applicable panel rotation or allocation register.

Where quotations are required, only panel members that are **qualified for the applicable service category** shall be invited to participate.

Where a requirement requires specialist capability, JCT may limit participation to panel members that have demonstrated the required capability, provided that the allocation mechanism is supported by the applicable procurement procedure.

The applicable call-off mechanism shall be applied in a manner that is **fair, transparent, consistent, objective and capable of audit**.

A panel member may decline a requirement only for a valid and documented reason, including insufficient capacity, inability to meet the required specification or turnaround time, or another reasonable operational constraint.

Where a panel member declines or fails to respond within the prescribed period, JCT may proceed to the next eligible panel member or apply another approved call-off mechanism. All work shall be authorised through an approved JCT procurement mechanism. No panel member may commence work based solely on a verbal request, informal communication or panel appointment.

17. PERFORMANCE MONITORING

JCT shall monitor the performance of panel members throughout the contract period to ensure that services are delivered in accordance with the tender requirements, Purchase Orders and agreed service levels.

Performance shall be assessed, where applicable, against objective indicators including:

Performance Indicator	Measurement Basis
Quality	Compliance with approved specifications, samples, artwork and required commercial standard
Turnaround time	Delivery/completion within the period specified in the Purchase Order
Delivery performance	Correct quantity, location and delivery within the agreed timeframe
Installation quality	Compliance with approved installation requirements and acceptable workmanship

Defect rate	Number and nature of defects, rejections and corrective actions
Responsiveness	Response to enquiries, quotation requests, amendments and urgent requirements within prescribed timeframes
Pricing	Compliance with approved quotation, agreed rates and authorised Purchase Order
Customer service	Professional communication, cooperation and resolution of service issues
Health and safety	Compliance with applicable legislation, JCT site requirements and approved safety procedures
Invoice accuracy	Correct quantities, rates, calculations, supporting documentation and Purchase Order references
Compliance	Adherence to JCT procurement, operational, access and administrative requirements

JCT may maintain individual panel member performance records based on Purchase Orders, delivery documentation, inspection records, complaints, rejection records, corrective actions and other relevant evidence.

Where poor performance is identified, JCT may require the panel member to undertake corrective action within a specified period.

Persistent or material poor performance may result in:

- corrective action requirements;
- increased monitoring;
- reduced or suspended allocation of work, where permitted;
- formal performance management;
- recovery of costs associated with defective work where contractually applicable; or
- other contractual remedies available to JCT.

Any action affecting a panel member's participation or allocation of work shall be undertaken in accordance with the applicable contract, JCT Supply Chain Management Policy and relevant procedural requirements.

18. EXPECTED OUTCOMES AND DELIVERABLES

The establishment of the panel is intended to provide JCT with a reliable, responsive and technically capable pool of service providers capable of meeting its signage, branding, design, printing and production requirements throughout the contract period.
The expected outcomes are to ensure that JCT has:

- reliable access to suitably qualified service providers;

- sufficient capacity across the approved service categories;
- consistent application of JCT's corporate identity and branding requirements;
- professional and high-quality venue branding;
- high-quality marketing and promotional collateral;
- reliable signage design, manufacture, installation, replacement and maintenance;
- responsive event and campaign support;
- timely production and delivery;
- capacity to accommodate both routine and urgent requirements;
- appropriate quality assurance and quality-control processes;
- professional installation and workmanship;
- cost-effective and competitive service delivery;
- reliable service across Joburg Theatre, Soweto Theatre and Roodepoort Theatre;
- appropriate capacity to manage multiple concurrent requirements; and
- continuity of service throughout the **thirty-six (36) month panel period**.

18.1. Required Deliverables

Depending on the applicable Purchase Order, deliverables may include:

- approved artwork and artwork adaptations;
- design concepts and proofs;
- samples and mock-ups;
- manufactured signage;
- printed marketing collateral;
- branded display systems;
- venue and internal branding installations;
- banners, flags and promotional displays;
- delivery of completed products;
- installation and removal services;
- replacement and maintenance services;
- site measurement and assessment reports where required;
- installation methodologies where required;
- completion or delivery documentation; and
- any other deliverable specified in the applicable Purchase Order.

All deliverables shall comply with the approved specifications, artwork, quantities, quality requirements, agreed turnaround times and authorised Purchase Order.

19. COMMUNICATION DURING THE RFP PROCESS:

- Any communication with respect to this RFP should be directed to: Keabetswe Senne (kea@joburgtheatre.com) OR Ntombizodwa Zulu (ntombizodwa@joburgtheatre.com)

- Any communication during the RFP process should be addressed by e-mail. Telephonic queries will not be entertained.
- All e-mail correspondence must contain the Bid number: **BID NUMBER** in the subject line. All queries will be consolidated and responded to in writing every Friday during the proposal response period and will be distributed to all the respondents that completed a non-disclosure agreement. No enquiries will be entertained one week prior to the closing of the RFP.
- Communication with any other personnel of the Joburg City Theatres, with regard to this RFP is not permitted and will result in disqualification of the relevant RFP response.
- Request clarification of the tender documents, if necessary, by notifying the JCT at least five (5) working days before the closing date stated in the tender data.

20. CONDITIONS AND EVALUATION OF BIDS

Bids will be assessed for compliance with the administrative requirements stipulated in the bid document.

Where an administrative requirement is incomplete, omitted, or not complied with, the Employer may, where permitted by the applicable legislation, Supply Chain Management Policy, and conditions of the bid, request clarification, confirmation, or the submission of outstanding information.

Failure to satisfactorily address an administrative non-compliance within the period specified by the Employer may result in the bid being deemed **non-responsive**, disqualified, and excluded from further evaluation.

Only bids that comply with all mandatory requirements and satisfactorily meet the applicable administrative compliance requirements will proceed to **Stage 2: Functionality Evaluation**.

PROCUREMENT ELIGIBILITY/MANDATORY CRITERIA
It is compulsory that the Tenderer
Completed and signed Bid Forms which must be signed by a duly authorized representative
Provides proof of its **entity's registration documentation (e.g., CIPC)** indicating the date of registration/incorporation, and a list of directors, partners, and members and share certificates
Provide proof of current and valid **SARS Tax Pin** and VAT registration certificate. Provide rationale if not VAT registered.
Provide a National Treasury **Centralised Supplier Database (CSD) registration summary report** (report should not be older than 30 days)
Provide a Valid certified copy of **B-BBEE certificate / In the case of EME's a Sworn Affidavit** on DTI template.

Provide a **current or latest Municipal Rates and Taxes invoice for the Tenderer's office/premises** (not in arrears for more than 90 days) or where a bidder does not own the premises, they reside in, they must provide a certified lease agreement together with the utility bill statement (payments made according to the lease agreement) (not in arrears for more than 90 days) **NB: Where the Tenderer operates from their residential address (where they live), an affidavit confirming this arrangement must be provided. Please note the address should be the same as the one disclosed in the CSD or CIPC**
Provide **Municipal Rates and Taxes Invoice for All the Directors** (as per CIPC document) of the Company OR Original Certified Copy of Lease Agreement and statement of accounts OR Affidavit Certified by the SAPS only if business is conducted in director's premises. (Not in arrears for more than 90 days)
Current audited annual financial statements, where the bidder is legally required to have its annual financial statements audited; or **Where the bidder is not legally required** to prepare audited annual financial statements, the bidder must submit its most recent annual financial statements **together with a Public Interest Score (PIS) calculation.**
Provide Certified copies of **South African Identity Documents** or Valid Passports of Members, Directors or owner (Copy with original stamp).
Submit all required schedules, documents and annexures indicated in document

NB: The bidder shall, where required in terms of the bid (bidders' information) submit with the bid, certified copies of all certificates specified. All certified copies must not be older than three months (90days)

21. FUNCTIONALITY EVALUATION

Bidders will first be evaluated for **administrative and mandatory compliance**. Only bidders that satisfy the applicable mandatory requirements will proceed to the functionality evaluation.

Functionality will be evaluated on a **category-specific basis** against the requirements contained in this bid document.

A bidder may apply for one or more of the following service categories:

Category	Service Category	Tick box
Category 1	Signage Design, Manufacture, Supply, Installation, Replacement and Maintenance	
Category 2	Internal Branding and Venue Branding	
Category 3	Marketing Collateral Design	
Category 4	Printing and Production	
Category 5	Integrated Services – All Categories	

CATEGORY 1: SIGNAGE DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, REPLACEMENT AND MAINTENANCE

Evaluation Criterion		Points	
Relevant company experience	The bidder must demonstrate verifiable experience in signage design, manufacture, supply, installation, replacement and/or maintenance. The requirement for five (5) years' experience is a scored functionality criterion and is not an automatic mandatory requirement. **Evidence Required** Provide reference letters from clients detailing the project location, scope of work, and contract value, together with copies of the relevant contracts or purchase orders. Experience must relate directly to signage services or substantially similar services.	Less than 3 years	0
		3 to less than 5 years	10
		5 to less than 7 years	15
		7 years or more	20
Demonstrated similar signage projects	The bidder must provide evidence of successfully completed or substantially completed signage projects undertaken during the previous five years calculated from the closing date of the tender. **Each project submitted must include**: • client name; • project description; • project period; • scope of signage work; • contract/PO value, where available; and • appointment letter, Purchase Order, completion certificate, reference letter or equivalent evidence. Only projects supported by documentary evidence shall be counted.	No qualifying projects	0
		1 project	5
		2 projects	10
		3 projects	15
		4 projects	20
		5 or more projects	25
Technical Capability and Production Capacity – 20 Points	The bidder shall demonstrate access to the equipment, facilities and production resources necessary to perform the signage services. Points shall only be awarded where the claimed resources are supported by documentary evidence.	No equipment schedule or supporting evidence submitted, or evidence does not demonstrate access to resources required for signage production	0
		Evidence of access to at least	5

	Relevant resources may include: • Large-format and vinyl printing equipment; • Cutting, laminating and mounting equipment; • Banner welding/sealing and finishing equipment; • CNC/router and specialist cutting equipment; • Acrylic/Perspex and signage fabrication equipment; • Installation and access equipment; and • Suitable transport/delivery resources. **Evidence required:** • Equipment and resource schedule; • Equipment make/model or description; • Proof of ownership, lease or lawful access, where applicable; • Photographs or other evidence of production facilities; and • Brief statement demonstrating capacity to manage multiple orders concurrently. Evaluation rule: Equipment shall only attract points where sufficient evidence demonstrates actual access to the resources. The same equipment shall not be counted more than once under different requirements.	2 relevant production resources/equipment items, supported by ownership, lease or valid access documentation	
		Evidence of access to at least 4 relevant production resources/equipment items, including printing and at least one finishing capability	10
		Evidence of access to at least 6 relevant production resources/equipment items, including large-format printing and at least two finishing capabilities	15
		Evidence of access to at least 8 relevant production resources/equipment items, including large-format printing, at least three finishing capabilities, and demonstrated capacity to manage at least two concurrent orders/projects	20
Installation and Maintenance Capability – 15 Points	The bidder shall demonstrate its ability to undertake signage installation, removal, replacement, repair and maintenance through verifiable documentary evidence. Each project must identify the client, project description, year, scope of work, bidder's role and supporting documentation such as appointment letters, Purchase Orders, completion certificates, reference letters or contracts. For the full 15 points, the bidder must also provide installation and maintenance methodologies, details of installation personnel, relevant tools/equipment and	No evidence	0
		At least 1 relevant completed project	5
		At least 2 relevant projects plus an installation methodology	10
		At least 3 relevant projects covering installation, replacement and/or	15

	access equipment where applicable. Only projects where the bidder's responsibility for the work is clearly evidenced will be counted.	maintenance, plus installation and maintenance methodologies and evidence of relevant resources	
Key Personnel and Technical Resources (10 Points)	The bidder shall identify the personnel proposed to perform or manage the signage services. Points shall be based on the number and relevance of personnel, supported by CVs and role information. Evidence required for each resource: • Full name and proposed role; • CV; • Years of relevant experience; • Relevant qualifications/certifications, where applicable; and • Proposed responsibilities. Evaluation rule: The same individual may only be counted once, even where they perform multiple functions.	No relevant personnel/CVs submitted	0
		1 relevant resource with relevant signage experience	3
		2 relevant resources with relevant experience	5
		3 relevant resources covering at least 2 functions: project/order management, production/design or installation	8
		4 or more relevant resources covering at least 3 functions: project/order management, design/artwork, production, installation/ maintenance, with defined responsibilities	10
Quality Assurance and Quality Control – 10 Points	The bidder shall submit a documented QA/QC methodology covering signage design, production, printing, finishing, delivery and installation. The 10 required control areas are: • Dimensions and specifications; • Artwork verification; • Colour accuracy; • Material/substrate verification; • Print quality; • Cutting and finishing; • Structural integrity; • Installation quality;	No QA/QC methodology submitted	0
		Addresses at least 3 quality-control areas	3
		Documented procedure addressing at least 5 areas	5
		Addresses at least 7 areas and identifies responsible personnel and inspection stages	8
		Comprehensive procedure addressing all 10 areas, including inspection,	10

	• Final inspection; and • Defect identification, corrective action and final approval. For 8 and 10 points, the methodology must specify the inspection stage, responsible person, checking/acceptance process and corrective action process. **Evaluation rule:** A generic statement that work will be "quality checked" without a documented process shall not qualify for points.	approval, defect recording and corrective action	
TOTAL			100
Minimum qualifying score			80

CATEGORY 2: INTERNAL BRANDING AND VENUE BRANDING

Relevant Company Experience – 20 Points	Experience must specifically relate to internal branding, venue branding, signage, display systems or substantially similar services. The requirement for five (5) years' experience is a scored functionality criterion and is not an automatic mandatory requirement. **Evidence Required** Provide reference letters from clients detailing the project location, scope of work, and contract value, together with copies of the relevant contracts or purchase orders. Experience must relate directly to signage services or substantially similar services.	Less than 3 years	0
		3 to less than 5 years	10
		5 to less than 7 years	15
		7 years or more	20
Similar Internal/Venue Branding Projects – 25 Points	A qualifying project must demonstrate actual implementation of internal or venue branding. Examples include:	No qualifying projects	0
		1 project	5
		2 projects	10
		3 projects	15
		4 projects	20

	• foyer branding; • reception branding; • feature walls; • wall graphics; • glass/window graphics; • frosting; • wayfinding; • auditorium branding; • 3D lettering; • acrylic/Perspex signage; • branded displays; and • comparable commercial or public-facing environments. Each project must be supported by at least one acceptable document such as a Purchase Order, appointment letter, completion certificate, contract or client reference letter.	5 or more projects	25
Design and Technical Capability – 20 Points	The portfolio shall identify the project/client, year, application and bidder's role.	No design/technical evidence	0
		Evidence of design/artwork capability for 1–2 relevant applications	5
		Evidence covering 3–4 relevant applications, supported by portfolio examples	10
		Evidence covering 5–6 relevant applications, including preparation of production-ready artwork	15
		Evidence covering 7 or more relevant applications, including production-ready artwork, material/substrate selection and technical	20

		adaptation for different surfaces/applications	
Installation Capability – 15 Points	The bidder shall demonstrate its ability to undertake signage installation, removal, replacement, repair and maintenance through verifiable documentary evidence. Each project must identify the client, project description, year, scope of work, bidder's role and supporting documentation such as appointment letters, Purchase Orders, completion certificates, reference letters or contracts. For the full 15 points, the bidder must also provide installation and maintenance methodologies, details of installation personnel, relevant tools/equipment and access equipment where applicable. Only projects where the bidder's responsibility for the work is clearly evidenced will be counted.	No installation evidence	0
		1 relevant installation project	5
		2 relevant installation projects plus installation methodology	10
		3 or more relevant installation projects plus installation methodology and evidence of appropriate installation resources	15
Personnel and Technical Resources – 10 Points	The bidder shall identify the personnel proposed to perform or manage **internal and venue branding services**. Points shall be based on the number and relevance of personnel, supported by CVs and role descriptions. CVs and role descriptions must be submitted	No relevant personnel/resources identified	0
		1 relevant resource	3
		2 relevant resources	5
		3 relevant resources covering at least two required functions	8
		4 or more relevant resources covering design, production and installation/implementation functions	10
Quality Assurance and Quality Control – 10 Points	The bidder shall submit a **documented QA/QC methodology** covering signage design, production, printing, finishing, delivery and installation. **The 10 required control areas are:** 1. Dimensions and specifications;	No QA/QC methodology submitted	0
		Addresses at least 3 quality-control areas	3
		Documented procedure addressing at least 5 areas	5

	2. Artwork verification; 3. Colour accuracy; 4. Material/substrate verification; 5. Print quality; 6. Cutting and finishing; 7. Structural integrity; 8. Installation quality; 9. Final inspection; and 10. Defect identification, corrective action and final approval. For **8 and 10 points**, the methodology must specify the **inspection stage, responsible person, checking/acceptance process and corrective action process**. **Evaluation rule:** A generic statement that work will be "quality checked" without a documented process shall not qualify for points.	Addresses at least 7 areas and identifies responsible personnel and inspection stages	8
		Comprehensive procedure addressing all 10 areas, including inspection, approval, defect recording and corrective action	10
		TOTAL	**100**
		Minimum qualifying score	**80**

CATEGORY 3: MARKETING COLLATERAL DESIGN

Relevant Company Experience – 20 Points	Experience must specifically relate to marketing collateral or substantially similar services. The requirement for five (5) years' experience is a scored functionality criterion and is not an automatic mandatory requirement. **Evidence Required** Provide reference letters from clients detailing the project location, scope of work, and contract value, together with copies of the relevant contracts or purchase orders.	Less than 3 years	**0**
		3 to less than 5 years	**10**
		5 to less than 7 years	**15**
		7 years or more	**20**
	The bidder must demonstrate previous experience in the design and preparation of marketing collateral, including, but not limited to:	None	**0**
		1 project	**5**

<table>
<tr><td rowspan="4">Similar Marketing Collateral Projects – 25 Points</td><td rowspan="4">• Posters;
• Flyers;
• Event programmes;
• Brochures;
• Invitations;
• Campaign materials;
• Event promotional materials;
• Corporate stationery; and
• Other promotional and marketing collateral.

Portfolio Requirement
The bidder must submit a portfolio demonstrating completed projects.
A minimum of five (5) relevant projects is required for the bidder to obtain the maximum score under this criterion.
Each portfolio example must clearly identify:
1. Client/project name;
2. Type of marketing collateral produced;
3. Year completed;
4. Bidder's role; and
5. Whether the bidder was responsible for design, artwork preparation and/or production.

Where possible, portfolio examples should be supported by a reference letter, contract, purchase order or other verifiable project documentation.

Evaluation Rule: Portfolio images or examples that are not adequately identified or cannot reasonably be linked to a client/project will receive limited or no consideration, depending on the extent to which the evidence can be verified.</td><td>2 projects</td><td>10</td></tr>
<tr><td>3 projects</td><td>15</td></tr>
<tr><td>4 projects</td><td>20</td></tr>
<tr><td>5 or more projects</td><td>25</td></tr>
<tr><td rowspan="2">Graphic Design and Artwork Capability – 20 Points</td><td rowspan="2">The bidder shall demonstrate its ability to design, prepare and adapt artwork for marketing and promotional collateral. Points shall be based on documented portfolio evidence.</td><td>No relevant design/artwork evidence submitted</td><td>0</td></tr>
<tr><td>Evidence of 1–2 relevant collateral types</td><td>5</td></tr>
</table>

	Relevant collateral types may include: posters, flyers, programmes, brochures, invitations, campaign materials, event collateral, corporate stationery, promotional materials and related marketing collateral. **Evidence required:** The portfolio shall identify the client/project, year completed, type of collateral and the bidder's role in the design and artwork process. **Evaluation rule:** Unsupported portfolio images or generic claims without sufficient project identification shall not be awarded points.	Evidence of **3–4** relevant collateral types, including artwork preparation	**10**
		Evidence of **5–6** relevant collateral types, including production-ready artwork	**15**
		Evidence of **7 or more** relevant collateral types, demonstrating production-ready artwork, file preparation, proofing and technical adaptation for print	**20**
Creative and Technical Design Approach – 20 Points	The bidder must demonstrate a clear, practical and structured approach to the development, review, finalisation and delivery of marketing collateral. The bidder must submit a brief methodology explaining how it will: • Receive and interpret a client brief and confirm the required deliverables; • Develop creative concepts that are aligned with the approved brief and JCT's brand identity; • Develop and adapt artwork for print, digital, social media, events and other required communication formats; • Manage client comments, amendments and version control; • Conduct proofreading and quality control before submission for approval; • Obtain client approval before production or publication; • Prepare and submit production-ready and/or digital-ready files in the required formats and specifications; and • Manage and meet agreed turnaround times for routine and urgent requirements. The methodology must demonstrate the bidder's proposed workflow from receipt of the brief through to final delivery.	No methodology or approach submitted	0
		Limited approach; methodology is generic and addresses fewer than half of the required workflow elements	5
		Adequate approach addressing at least half of the required workflow elements, but with limited detail on quality control, approvals or turnaround times	10
		Good and clearly structured approach addressing all required workflow elements, with adequate detail on quality control, approvals, file preparation and turnaround times	15
		Comprehensive, practical and clearly structured	20

		methodology demonstrating a complete end-to-end workflow, including brief interpretation, creative development, brand compliance, artwork adaptation, version control, proofing, approval, technical file preparation, quality assurance and management of routine and urgent turnaround times	
Portfolio Presentation and Relevance – 15 Points	The bidder must demonstrate the relevance, quality, diversity and professional execution of its previous marketing collateral work. The assessment will be based on the portfolio evidence submitted under the Similar Marketing Collateral Projects and Graphic Design and Artwork Capability criteria and will consider: • Relevance of the work to marketing and promotional communication; • Variety of collateral formats and applications; • Quality and consistency of layout, typography, imagery and overall visual presentation; • Ability to develop collateral for different campaigns, events and communication requirements; • Appropriate application of client branding and corporate identity; • Evidence of professional and technically suitable final artwork; and • Overall standard and professionalism of the submitted portfolio. The evaluation will focus on the quality and relevance of the work demonstrated, rather than simply the number of portfolio examples submitted. Portfolio examples must be sufficiently identified to establish the client/project, year completed, type of collateral and the bidder's role.	Portfolio not submitted, or submitted work is not relevant to marketing collateral design	0
		Limited portfolio demonstrating minimal relevance, variety or professional design quality; significant deficiencies in presentation or application of branding	5
		Adequate portfolio demonstrating relevant collateral, reasonable variety and acceptable design quality, but with limited evidence of consistency, technical execution or application across different requirements	10
		Strong portfolio demonstrating relevant,	15

		diverse and professionally executed marketing collateral, with good visual quality, appropriate branding and evidence of technically suitable artwork	

CATEGORY 4: PRINTING AND PRODUCTION

Relevant Company Experience – 20 Points	The bidder shall demonstrate experience in **commercial printing and production services** relevant to the requirements of this tender. Experience may include digital printing, large-volume printing, marketing collateral, event printing, promotional materials, finishing and related printing services. The bidder shall submit a company profile and documentary evidence supporting the experience claimed. **Five years' experience shall be scored and shall not be treated as a mandatory pass/fail requirement.** **Evidence Required** Provide reference letters from clients detailing the project location, scope of work, and contract value, together with copies of the relevant contracts or purchase orders	Less than 3 years	0
		3 to less than 5 years	10
		5 to less than 7 years	15
		7 years or more	20
Similar Printing and Production Projects – 25 Points	The bidder shall demonstrate experience in delivering **printing and production projects similar to JCT's requirements**. Relevant projects may include posters, programmes, flyers, brochures, invitations, corporate stationery, promotional materials, event collateral, large-volume printing and on-demand printing.	No qualifying project	0
		1 project	5
		2 projects	10
		3 projects	15
		4 projects	20
		5 or more projects	25

	Each project must identify: • client/project; • type of printing/production; • year completed; • bidder's role; and • scope of services provided. Only projects supported by sufficient documentary evidence shall be counted.		
Printing Equipment and Production Capacity – 20 Points	The bidder shall demonstrate access to the equipment and production resources required to perform the printing services specified in this tender. Points shall be awarded only where the claimed equipment/resources are supported by documentary evidence. Relevant resources may include: • digital printing equipment; • colour printing equipment; • large-format printing equipment; • cutting equipment; • laminating equipment; • binding equipment; • mounting equipment; • folding/creasing equipment; • die-cutting equipment; • finishing equipment; • scanning/pre-press equipment; and • other equipment directly relevant to the scope.	No supporting equipment/production evidence	0
		Access to at least 2 relevant printing/production resources	5
		Access to at least 4 relevant resources, including printing and finishing	10
		Access to at least 6 relevant resources, including digital printing and at least 2 finishing capabilities	15
		Access to at least 8 relevant resources, including printing, finishing and demonstrated capacity to process multiple concurrent orders	20

	Evidence required: Equipment schedule, make/model or description, and proof of ownership, lease or valid access arrangement. Where the same equipment is used to satisfy more than one requirement, it shall only be counted **once**		
Finishing and Quality-Control Capability – 15 Points	The bidder shall demonstrate its ability to undertake appropriate finishing and quality-control processes for printed products. Relevant finishing capabilities may include: • cutting; • trimming; • folding; • binding; • laminating; • mounting; • die-cutting; • stitching; • creasing; • perforating; and • other relevant finishing processes. • For the **10- and 15-point scores**, the bidder shall provide documented evidence of its quality-control process, including inspection and corrective action.	No evidence submitted	**0**
		Evidence of at least **1** relevant finishing capability	**5**
		Evidence of at least **2** finishing capabilities and documented quality checks	**10**
		Evidence of at least **3** finishing capabilities, together with documented inspection, proofing and defect-correction procedures	**15**
Production Personnel and Resources – 10 Points	The bidder shall identify the personnel proposed to perform or manage the printing and production services. For each resource, the bidder shall submit: • full name; • proposed role; • CV;	No relevant personnel identified or no CVs submitted	**0**
		1 relevant resource with supporting CV	**3**
		2 relevant resources with supporting CVs	**5**
		3 relevant resources covering at least **2** functions, including production,	**8**

	• years of relevant experience; and • proposed responsibilities. The same individual shall not be counted as more than one resource solely because they perform multiple functions	quality control, artwork/pre-press or order management	
		4 or more relevant resources covering at least **3** functions, with clearly defined responsibilities	10
Delivery and Turnaround Capability – 10 Points	The bidder shall demonstrate its ability to meet JCT's required delivery and turnaround periods, including the **standard three (3) working-day turnaround** for applicable printing and marketing collateral requirements. **Evidence shall include:** • delivery and logistics methodology; • transport/resource schedule; • proposed turnaround process; • order tracking process; and • contingency arrangements for delays or urgent requirements.	No delivery/turnaround methodology submitted	0
		Methodology identifies delivery resources and standard lead times but does not address urgent requirements	3
		Methodology demonstrates ability to meet standard turnaround requirements and identifies transport resources	5
		Methodology demonstrates standard turnaround, multiple deliveries and urgent/event requirements, supported by logistics resources	8
		Comprehensive methodology demonstrates **3-working-day turnaround**, multiple concurrent orders, urgent/event requirements, delivery tracking and contingency arrangements	10
TOTAL			100
Minimum qualifying score			80

CATEGORY 5: INTEGRATED SERVICES – ALL CATEGORIES

Relevant Similar Integrated Projects – 30 Points	The bidder must demonstrate successfully completed projects where **at least four of the following five service components** were provided under a single project/client requirement: 1. signage; 2. internal/venue branding; 3. marketing collateral design; 4. printing; and 5. production /supply/ installation. **Evidence Required** Provide reference letters from clients detailing the project location, scope of work, and contract value, together with copies of the relevant contracts or purchase orders	No qualifying project	0
		1 qualifying project	6
		2 qualifying projects	12
		3 qualifying projects	18
		4 qualifying projects	24
		5 or more qualifying projects	30
Integrated Technical, Design and Production Capability – 20 Points	The bidder must demonstrate its current capability to provide the following five core service areas: signage, internal/venue branding, marketing collateral design, printing, and production. Evidence may include company capability profiles, equipment schedules, photographs, portfolios, production facilities, relevant project documentation and/or other verifiable evidence. Where services are outsourced, the bidder must identify the third party and demonstrate how the service will be managed and quality-controlled.	No supporting evidence	0
		Evidence covering 2 service areas	5
		Evidence covering 3 service areas	10
		Evidence covering 4 service areas, including production	15
		Evidence covering all 5 service areas and demonstrating an integrated process from brief/design through production and delivery	20
Installation, Implementation and Resource Capacity – 20 Points	The bidder must demonstrate its ability to undertake installation, implementation, replacement and/or maintenance of signage and branding requirements. Evidence must demonstrate access to appropriate personnel, tools, equipment and access equipment required for the services. Evidence may include completed project documentation, installation methodology, equipment schedules, photographs and personnel details.	No relevant evidence – 0	0
		1 relevant completed project	5
		2 relevant projects with installation/implementation methodology	10
		3 relevant projects demonstrating installation, replacement and/or maintenance, supported by methodology and resources	15

		4 or more relevant projects demonstrating installation, replacement and/or maintenance, supported by methodology, competent personnel and appropriate resources	20
Key Personnel and Project Management – 15 Points	The bidder must identify personnel proposed to manage and deliver the contract. Relevant functions include project/order management, design/artwork, printing, production, installation/maintenance and quality control. CVs must indicate the person's name, proposed role, relevant qualifications, years of relevant experience and proposed responsibilities.	No relevant personnel/CVs	0
		1 relevant resource with CV	4
		2 relevant resources with CVs	7
		3 relevant resources covering at least 2 functions	10
		4 or more relevant resources covering at least 3 functions, with clearly defined responsibilities	15
Quality Assurance, Risk Management and Service Delivery Methodology – 15 Points	The bidder must submit a specific methodology demonstrating how it will manage quality, risks and service delivery from receipt of the municipal instruction/brief through design, production, delivery, installation and final handover. The methodology must address: 1. brief and requirements confirmation; 2. design/artwork approval; 3. production and printing; 4. finishing and quality inspection; 5. delivery and order verification; 6. installation/implementation; 7. defect identification and recording; and 8. corrective action, rework and final sign-off. Where subcontractors/third parties are used, the bidder must identify them and explain the controls that will be applied.	No methodology	0
		Basic methodology addressing at least 3 controls	4
		Documented methodology addressing at least 4 controls	7
		Documented integrated methodology addressing at least 6 controls, with responsibilities and inspection stages	11
		Comprehensive methodology addressing all 8 controls, including risk management, inspection, defect management, corrective action and final client sign-off	15
TOTAL			100
Minimum qualifying score			80

22. GENERAL CONDITIONS RELATING TO PANEL APPOINTMENT

The establishment of the panel does not constitute a guarantee that any panel member will receive work.
JCT reserves the right to:

- appoint multiple service providers;
- appoint different service providers to different categories;
- issue work to panel members on an as-and-when-required basis;
- obtain quotations in accordance with the applicable panel call-off mechanism;
- decline to issue work where budget is unavailable;
- require proof of capacity before allocating specialised work; and
- take appropriate action against panel members whose performance is unsatisfactory.

All work shall remain subject to an authorised procurement process and Purchase Order.
No panel member shall commence work based solely on a verbal instruction unless such instruction is subsequently formalised in accordance with JCT's approved procurement procedures.

Joburg City Theatres reserves the right to:

- Verify any information submitted by bidders.
- Contact references to confirm performance.
- Conduct site visits to warehouses or distribution centers where necessary.
- Request additional supporting information to substantiate claims made in the bid.
- Disqualify bidders who submit false or misleading information.

STAGE 3: PRICE AND PREFERENCE POINTS EVALUATION

Stage 3 will be evaluated on 80/20 Preference Point System (i.e., 80 points on Price and 20 points on Specific Goals).

Evaluation Using the 80/20 Preference Points System

1) **Price** [Weighted score 80 points]:

Joburg City Theatres will utilize the following formula in its evaluation of Price:

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

Where:
Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

2) **Specific Goals criteria** [Weighted score 20 points] *[MBD6.1]*

SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

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

23. General

- The quotation must be valid for 90 days from closing date.
- Quotation prices must include delivery and all equipment related to the successful completion of job.
- JCT is not bound to accept any Bid and reserves the right to take up all or a part of the bid.

24. Service Levels

- An experienced account representative(s) is required to work with Joburg City Theatres' Supply Chain Management department. Additionally, there shall be a minimal number of people, fully informed and accountable for the agreement.
- Joburg City Theatres will have regular reviews with the Service Provider's account representative on an on-going basis.
- Joburg City Theatres reserves the right to request that any member of the Service Provider's team involved on the Joburg City Theatres account be replaced if deemed not to be adding value for Joburg City Theatres.
- The Service Provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
  a) Random checks on compliance specifications
  b) On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated service level requirements will give Joburg City Theatres the right to cancel the contract in whole, without penalty to Joburg City Theatres, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	

25. SUMMARY: Post Bid Negotiations

Joburg City Theatres reserves the right to conduct post Bid negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Joburg City Theatres conduct post Bid negotiations, Respondents will be requested to provide their best and final offers to Joburg City Theatres based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277

3. The bidder (Name) …….. Hereby grants Joburg City Theatres Permission to use the following TAX COMPLIANCE STATUS PIN NO …… With reference to the following Tax reference Number…….

4. The bidder (Name) ……Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to JCT on an on-going basis during the Contract Term.

5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide JCT authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.

6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.

7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and

8. A bidder, who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

WITNESS 1 _____DATE: _____

WITNESS 2 _____DATE: _____

SECTION 3

DECLARATION OF INTEREST

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

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

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

3.1 Full Name: ……

3.2 Identity Number:……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

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

3.6.1 If so, furnish particulars …….

……

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.……

……

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid YES / NO

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* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.8.1 If so, furnish particulars ……

……..

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.9.1 If so, furnish particulars……

……

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES/ NO

3.10.1If so, furnish particulars ……

……

3.11Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1If so, furnish particulars……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of Bidder

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

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

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

1.GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2.DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000).

3.FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{Or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where?

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,min}{P\,min}\right) \quad \text{Or} \quad Ps = 90\left(1 + \frac{Pt - P\,min}{P\,min}\right)$$

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.

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1 (80/20): 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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (05)	
81 - 100	5	
61 -80	4	
41 - 60	3	
21 - 40	2	
1 -20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91 -100	8	

81- 90	7	
71 - 80	6	
61 - 70	5	
51 - 60	4	
41 - 50	3	
21 - 40	2	
1 -20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81 - 100	6	
71 - 80	5	
61 - 70	4	
41 - 60	3	
31 - 40	2	
1 -30	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

Table 2 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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 (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (2)	
51 - 100	2	
1 - 50	1	
0%	0	
Percentage (%) Ownership by Women	Points (4)	
81 - 100	4	
61-80	3	
21-60	2	
1-20	1	
0%	0	
Percentage (%) Ownership by	Points (3)	

Youth		
71 - 100	3	
41 - 70	2	
1 - 40	1	
0%	0	
Percentage (%) Ownership by Disability	Points (1)	
1 - 100	1	
0%	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……

4.4 Company registration number: ……..

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

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

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…… SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: ……
DATE: ……
ADDRESS: …… …… …… ……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

Item	Question	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Item	Question	Yes	No
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

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

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

…… ……..

Signature Date

…… ……..

Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

3) 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID 00407/26: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR SIGNAGE, INTERNAL BRANDING, MARKETING COLLATERAL DESIGN, PRINTING, PRODUCTION, INSTALLATION AND MAINTENANCE SERVICES FOR JOBURG CITY THEATRES

In response to the invitation for the bid made by:

JOBURG THEATRE (SOC) LTD t/a JOBURG CITY THEATRES

(Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    a) has been requested to submit a bid in response to this bid invitation;
    b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

    a) prices;
    b) geographical area where product or service will be rendered (market allocation)
    c) methods, factors or formulas used to calculate prices;
    d) the intention or decision to submit or not to submit, a bid;
    e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

…… ……

Signature Date

…… ……

Position Name of Bidder

SECTION 4:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

8 May 2007

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

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

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

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

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

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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 so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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.

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.

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.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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.