

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF SOCIAL DEVELOPMENT

BID NUMBER: SOC/050/26/MP

**APPOINTMENT OF SERVICE PROVIDERS FOR
EVENT MANAGEMENT SERVICES AT
NKANGALA DISTRICT AS AND WHEN
REQUIRED BY THE DEPARTMENT OF SOCIAL
DEVELOPMENT FOR A PERIOD OF 36 MONTHS**

ISSUED BY:

Department of Social Development
Private Bag X11213
Mbombela
1200

CSD SUPPLIER NUMBER:MAAA.....
NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	SOC/050/26/MP	CLOSING DATE:	09 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR EVENT MANAGEMENT SERVICES AT NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA , No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. SC Shabangu		CONTACT PERSON	Mr. KC Thete	
TELEPHONE NUMBER	013 766 3297		TELEPHONE NUMBER	013 766 3312	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sifisos@dsdmpu.gov.za		E-MAIL ADDRESS	kanegoT@dsdmpu.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

1. PURPOSE

The purpose of this request is to invite interested Bidder(s) to submit a bid for consideration by the Department of Social Development for event management services.

2. TIME FRAME

This will be a 36-month term contract.

3. SUBMISSION OF THE TENDER DOCUMENTS

As specified in the Tender Bulletin.

4. DEFINITIONS/ ABBREVIATIONS

“CIPC” - Companies and Intellectual Property Commission.

“COIDA” - Compensation for Occupational Injuries and Diseases Act.

“Contract” - formal and legally binding agreement.

“CSD” - Central Supplier Database.

“DSD” - Department of Social Development.

“GCC” - General Condition of Contract

“PSIRA” - Private Security Industry Regulatory Authority

“SARS” - South African Revenue Service “

“SLA” - Service Level Agreement.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

5. SCOPE OF THE SERVICE

5.1. AIMS AND OBJECTIVES OF THE SERVICE

The overall aim is to appoint more than one service provider to assist in coordination and management of departmental events. The Department wishes to appoint service providers with proven track record of accomplishments, expertise, and capability to ensure that events are professionally always coordinated and uphold the positive image of the Department.

The following areas will form a core of the service level agreement:

- Co-ordination and management of events.
- Event décor & draping (including branding).
- Infrastructure set-up (for example but not limited to marquees, stage, sound system). and management including compliance.
- Development of marketing material.
- Guest relations (including registration).
- Entertainment & entertainers sourcing and management.
- Catering (**micro catering**: 50-200 guests and **macro catering**: above 200 guests).

5.2. SCOPE OF WORK & CAPABILITIES

5.2.1 DEVELOPMENT OF EVENT PLAN, CO-ORDINATION AND MANAGEMENT

- Expertise in venue sourcing, integrated conference co-ordination and management for micro and macro events (indoor and outdoor events).
- Develop events plan and ultimately manage the execution thereof.
- Develop comprehensive plan with activities check list (preparatory plan) and detailed timelines, manage actual event activities and post event debrief and ensure close out report submissions to Department of Social Development.
- Provide a detailed breakdown of project team members with their experience, qualifications and project references.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

- Have the endurance to work under pressure.
- Show the ability to be creative in your décor in draping arrangement.

5.2.2. EVENT DÉCOR & DRAPING

- Develop and execute an event décor and draping plan within set timelines according to the Departmental Corporate colours unless directed to utilize other colours / themes.
- Have the experience of colour co-ordination in terms draping and décor arrangement.
- Show the ability to be creative in your décor and draping arrangement.

5.2.3 BRANDING

- All branding should be in Departmental colours unless directed to utilize other colours / themes.

5.2.4. SECURITY

The service provider is expected to hire/provide a registered security company service with the following compliance:

- Security plan.
- PSIRA registration certificate.
- Public liability insurance.
- Must have good standing letter from SARS and PSIRA certificate.
- Safety, security and disaster management plan.

5.2.5. INFRASTRUCTURE SET-UP AND MANAGEMENT

- Develop a detailed event plan, execution and management of infrastructure set up including the submission of all relevant compliance documentation.
- Have experience in event co-ordination whereby infrastructure is required.
- Provide a proven track record of events the company has coordinated and managed.
- Provide a clear understanding of sizes and meters of infrastructure.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

5.2.6 ENTERTAINMENT & PERFORMING ARTISTS SOURCING

- Develop and execute an entertainment and entertainer sourcing management plan within set times lines.
- Have experience in artist and entertainers' management with specific reference to performing artists, programme directors, motivational speakers, as well as children's entertainment and sign language interpreters.
- Create and manage a comprehensive database and profiles of performing artists, entertainers and programme directors for various events.
- Capability to develop event specific script writing and artists briefing notes and execution thereof.
- Provide a clear understanding of stage, sound and technical requirements.
- Artists' quotation (s) must be inclusive of all their needs or expectations (for example transport and accommodation).

5.2.7. CATERING

- Develop and execute a catering and serving plan with suitable timelines.
- Indicate your company experience in catering and capabilities - **micro catering**: 50-200 guests and **macro catering**: above 200 guests.
- Must have the ability to deliver catering service within a short turnaround time.
- Must show the ability to be creative in your food display and menu.
- Must have the ability to liaise with Environmental Health Inspectors and ensure compliance thereof.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

6. PRICING PROPOSAL

- Bids must be submitted in South African Rands, on fixed price basis, including VAT, delivery and off-loading charges at event venue within the Nkangala District.
- The Department is not bound to accept any of the proposals submitted and reserves the right to call for the best and final offers from short-listed bidders before the final selection.
- The Department reserves the right to conduct interviews with short-listed bidders before final selection.
- Bidders must provide a detailed pricing schedule indicating unit price per rand not as percentage, failure to comply with the above will result in disqualification.
- The Department reserves the right to negotiate the price with preferred bidder/s.
- The lowest or any bid will not necessarily be accepted, and the Department reserves the right to accept the whole or part of the bid.
- The Department reserves a right to appoint more than one service provider.
- Bidders should note that quantities and the grand total referred to in the bill of quantities are for bid evaluation purposes only and do not reflect the real quantities to be bought neither the total amount to be paid to the service provider annually or after the duration of the contract.
- Bidders must note that a separate attached pricing schedule /bill of quantity or tampering with the pricing schedule will result in disqualification.
- Bidders must note that pricing schedule /bill of quantity must be fully completed and any blank spaces in the bill of quantity will result in disqualification.
- Any price escalation will be subject to approval by the Department and will only be in effect after the first completed year of contract.
- All bidders must submit appointment letters/orders from previous clients.
- The tender document must be completed with a black pen only.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

7. EVALUATION PROCESS

The bid will be evaluated and adjudicated in phases as follows:

- Phase 1 - Compliance /Mandatory requirements
- Phase 2 - Functionality requirements
- Phase 3 - Price and specific goals

Phase 1 - Compliance /Mandatory requirements

Without limiting the generality of the Department and/or other critical requirements for the bid, the bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase, bidder(s)' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s)' proposal will be disqualified for non-submission of any of the documents.

Documents that must be submitted for compliance / Mandatory Requirements

A document that must be submitted	Non-compliance will result in disqualification
Invitation to Bid - SBD1	Complete and sign the supplied pro forma document. Incomplete form will lead to a zero (0) score on specific goals for the bid.
Bidders Disclosure - SBD 4	Complete and sign the supplied pro forma document. Incomplete form will lead to a zero (0) score on specific goals for the bid.
Preference Point Claim Form - SBD 6.1	Complete and sign the supplied pro forma document. Incomplete form will lead to a zero (0) score on specific goals for the tender.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

JV agreement (in case companies wish to venture into Joint Venture)	In case bidder(s) embark on a joint venture, an agreement signed and attested by a commissioner of oaths must be attached. An agreement must be signed by both parties.
Safety officer	Qualification in health and safety management (Diploma).
Liability cover	Policy certificate
Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the CSD.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

Phase 2 - Functionality

Regarding functionality, the following criteria will be applicable and the maximum weight of each criteria is indicated below as follows:

EVALUATION COMPONENT	CRITERIA	Maximum possible points (100 points)
Company experience in event management	Traceable Track records relevant to event management: • 6 or more reference letters = 30 • 5 reference letters = 25 • 4 reference letters = 20 • 3 reference letters = 15 • 2 reference letters = 10 • 1 reference letters = 05 Attach reference letter / testimonial letter per event (Non submission will result in zero score).	30
Experience in Value	Portfolios of relevant previous work done in event management: • R400 000.00 and above = 30 • R200 000.00 – R399 999.99 = 20 • R199 000.00– below = 0 Attach purchase orders as proof of the value of project in the event management (Non submission will result in zero score).	30

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

Company Financial capacity and record of financial accountability	- Financial Bank rating with rand value from R400 000.00 and above = 30 - Financial Bank rating with rand value from R200 000 to R399 999,00 = 20 - Financial Bank rating with rand value from R199 999,00 and below = 0 Attach copy of proof of financial bank rating from an accredited Financial Institution indicating the company's rand value and Bank dated stamp (Non submission will result in zero score).	30
Qualifications	Qualification in events management: - Degree in events management = 10 - Diploma in events management = 5 - Certificate in events management = 2 Attach certified qualification in project Management (non-submission will score zero)	10
	TOTAL	100

NB: Please note that bidder(s) who obtain less than **80 out of 100** in terms of functionality will be regarded as submitting a non-responsive bid and will be consequently eliminated.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

Phase 3 - Price and Specific goals

The specific goals allocated points in terms of this bid	Points
Price	80
Specific Goals	20
	100

Specific Goals Breakdown:

Points for historically disadvantaged Individuals will be allocated as follows:	
(i)With no franchise in national elections before the 1983 and 1993 Constitutions	10 points
(ii)Female	5 points
(iii)Persons with disability (attach proof)	2 points
(iv)Locality – Nkangala District	3 points

8. SPECIAL CONDITION OF BID

- The following special conditions of the Contract are supplementary to the General Conditions of the contract; however, where the special conditions of the contract are in conflict with the general conditions of contract, the special conditions of contract shall prevail.
- Not to award the bid to the lowest bidder
- Withdraw/cancel the bid by any reason whatsoever
- Appointed service providers must appoint subcontractors.
- The Department reserves the right to cancel a contract should there be any tangible reasons for which would warrant termination in line with legislation and GCC.
- The Department reserves the right to accept whole or part of the bid or split the bid.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

- Bid documents must be fully completed, where answers are not applicable to the bidder, it must be indicated as not applicable (N/A) for full completion of the bid. Non-compliance with this will lead to disqualification.
- All the SBD forms must be fully completed using (X, a tick or circle) on the correct answer. **Failure to do so, which will result in a disqualification.** Bidders must only answer the correct question to avoid ambiguity.
- Bidders must be registered with Central Supplier Database.

9. There is no compulsory briefing session for the bid.

10. COMPLETION OF BID DOCUMENTS

- Bid documents should be fully completed in black ink and signed. Any use of correction pen (for example tippex) on the bid documents shall nullify the bid. All incomplete bid documents shall not be considered.
- Failure to submit and comply with all mandatory bid requirements shall nullify the bid.
- Failure to declare the bidder's interest in the SBD 4 provided in the bid document is regarded as misrepresentation of fact. In case such a bidder is awarded a contract based on the incorrect information provided, the contract will be cancelled and that the bidder will be restricted from doing business with the public sector.
- All standard bidding documents must be fully completed.

11. ACCEPTABLE BIDS

- The Department is not bound to accept any of the bids submitted and reserves the right to call for the best and final offers from short-listed bidders before final selection.
- The Department reserves the right to conduct interviews with short-listed Bidders before final selection.
- The Department reserves the right to negotiate price with the preferred bidder/s.

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

- The lowest or any bid will not necessarily be accepted, and the department reserves the right to accept the whole or part of any bid.
- The department reserves the right to appoint more than one service provider.
- A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of Restricted Suppliers will not be considered.
- Bidders are not allowed to tender for more than once for the same bid.
- The Department has the right to verify all information submitted.

12. BID REQUIREMENTS

12.1. General requirements of the bid

To be considered responsive, Bidders must submit the following Mandatory Documents by the closing date and time of the bid. Failure to comply with the following mandatory requirements will invalidate the bid:

- a) Original Bid documents should be handwritten in black ink. Any electronically typed bid document shall nullify the bid.
- b) All incomplete bid documents shall not be considered.
- c) Bidder(s) must provide proof of address in the form of water and Electricity bill from the municipality /Eskom statement/proof of residence or stamped letter from the Traditional Authority.
- d) Copy of Business Registration Certificate from CIPC.
- e) The Pricing Schedule must be fully completed. Any blank spaces or use of a correction pen (for example tippex) on the bid document will result in a disqualification.
- f) Bidder(s) are requested to fully complete the Pricing Schedule provided, handwritten in black ink. Any alteration or use of own designed pricing schedule will result in a disqualification.
- g) Certified copies of identity documents of directors / partners/ shareholders for the business.
- h) A Certificate of Good Standing (COIDA) must be submitted at the closing of the bid and Bidder(s) who only attach a letter for Tender purposes will automatically be disqualified.
- i) Duly completed and signed bid documents including all the attached SBD forms:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

- SBD 1 (Invitation to tender).
 - SBD 4 (Bidder's Disclosure).
 - SBD 6.1 (Preference point claim form in terms of the new preferential procurement regulations 2022).
- j) Offer to be valid for 90 days from the closing date of bid.
- k) Bidders must be registered on the Central Supplier Database, and a copy of the Central Supplier Database registration report must be attached.
- l) Where consortium of joint ventures is involved a valid agreement between the parties must be attached, each party must submit copies of CIPC, valid tax compliant pin, (CSD) report and ID copy.

13. EVENT PROPOSAL

The Department will approach the appointed service provider to submit a proposal for the upcoming events in accordance with the conditions and bidding rules contained in the proposal documents. Proposals must be sealed and externally endorsed with **THE TENDER NUMBER AND DESCRIPTION** and placed in any of the above-mentioned offices. The service provider must submit proposal within 7 working days.

NOTE: PLEASE SUBMIT THE BID IN THE FOLLOWING FORMAT:

PART I Traceable track records relevant to event management

PART II Portfolio of previous work

PART III Pricing schedule

PART IV Any other relevant document / Information

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

14. PRICING SCHEDULE

NO	DESCRIPTION	SIZE/UNIT	PRICE
1.	Outdoor stage with roof, steps, ramp, lighting and Structural Engineer certificate.	10m length x 8m width x 1.8m	R
2.	Podium with tablecloth according to departmental corporate colours unless directed to utilize other relevant colours / theme.	1.3 meters	R
3.	Indoor stage with steps ramps, lights and Structural Engineer Certificate	6m length x 6m width x 0,5 m height	R
4.	Mobile stage with steps, ramps and Engineer Certificate	12m x 5m	R
5.	National Artist	Live Band	R
6.	National Artist	Without a Band (back tracking)	R
7.	Local Artist	Live Band	R
8.	Local Artist	Without a Band (back tracking)	R
9.	Local Cultural group/Choir	Without a Band (back tracking)	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

10.	Sound system & Generator backbone, monitor and DJ's	Outdoor sound 25000 watts (it depends on the capacity of the venue and the number of people)	R
11.	Motivational speaker/speakers	One (01) motivational speaker /speakers	R
12.	Sound system & Generator	Indoor sound 20 000 watts (it depends on the capacity of the venue and the number of people)	R
13.	Public address system (PA)	With 3 roving mics	R
14.	Daylight screens	16 sqm each	R
15.	LED screens and live Broadcasting	3m x 4m (LED screens)	R
16.	Provision of cordless microphones, pick up microphones, headsets and Clip mic's	Each	R
17.	Video recording and production of video including provision of drone and management	Per hour and each	R
18.	Crowd barriers and speed fence	1,5m and 1,8m (Depending on the size of the event)	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

	Ablution Facility		
19.	2 Doors mobile VIP toilet	Each (with Janitors)	R
20.	1 Door mobile VIP toilet	Each (with Janitors)	R
21.	Public flushing toilet	Each (with Janitors)	R
22.	Paraplegic toilets	Each (with Janitors)	R
	Compliance Certificate		
23.	All temporary structures must be Certified by relevant qualified Engineer (before usage of the structure)	All temporary structures must be Certified by relevant qualified Engineer (Before usage of the structure)	R
24.	Marquee for VIP (white): A frame, with fire extinguisher, windows and signage /directions.	12mx15m (250pax in rows)	R
25.	Tent for VIP (white): with poles, fire extinguisher, windows and signage / directions	12mx20m (350pax in rows)	R
26.	Tent for community (white): with poles and fire extinguisher	76mx21m (4000pax in rows)	R

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27.	Air -conditioner	15-17,5 kw	R
28.	Air -conditioner	30-50kw	R
29.	Air -conditioner	90kw or higher	R
30.	Lighting electors per Marquee	Six panel or twelve panel depending on the size of the marquee	R
31.	Signage /directions in and around the event area	Signage /directions in and around the event area	R
32.	Chair covers according to departmental colors	Each	R
33.	Plastic chair	Each	R
34.	Tiffany chair	Each	R
35.	One-seater Couch (white)	Each	R
36.	Two-seater Couch (white)	Each	R
37.	Three-seater Couch (white)	Each	R
38.	Executive leather chair, captain chairs, cocktail chairs and High-rise soft chairs	Each	R
39.	Flooring	Per m2	R
40.	Carpeting	Per m2	R
41.	Round Table & Tablecloth according to Departmental colours unless	Each	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

	directed to utilize other relevant colours / theme.		
42.	Rectangular steel tables, folded table & tablecloths according to Departmental colours unless directed to utilize other relevant colours / theme.	Each	R
43.	Flower pots and stands according to departmental colours unless directed to utilize other relevant colours / theme.	Each	R
44.	Underplates to match with Departmental colours unless directed to utilize other relevant colours / theme.	Each	R
	BRANDING AND PROMOTIONAL ITEMS FOR EVENTS		
45.	Accreditation cards	500 x per event	R
46.	Stage banner	x8	R
47.	Printing of programmes	x2500	R
48.	Branded gift bag	X1000	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

49.	Roll-up banners	X100	R
	FLOWER /BOUQUETS		
50.	Fresh flowers	Per Cube	R
	HIRING FLOWERS/BOUQUETS		
51.	Artificial flowers	Per Cube	R
52.	Marquee draping according to departmental colours unless directed to utilize other relevant colours / theme.	Per meter	R
53.	VIP tent draping according to departmental colours unless directed to utilize other relevant colours / theme with poles	Per meter	R
54.	Community tent draping according to departmental colours unless directed to utilize other relevant colours / theme with poles	Per meter	R
55.	Marquee draping according to departmental colours unless directed to utilize other relevant colours / theme.	Per meter	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

56.	Ribbons according to departmental colours	2cm widthx10m length	R
57.	Red carpet Green carpet White carpet	Per meter	
	CATERING		
58.	Vegetarian menu 3 Vegetables 2 Salads Soft drink /juice	p/person	R
59.	Halaal menu 3 Vegetables 2 Salads Soft drink /juice	p/person	R
60.	VIP MEAL - 3 COURSE MEAL		
	BREAKFAST Tea Coffee	p/person	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

	Canned 100% Juice Assorted Sandwiches Muffins Scones		
61.	VIP MEAL LUNCH Beef stew Grilled Chicken Fish (Hake) Gravy Pap Rice Samp 2 Salad 2 Vegetables 100% assorted juices/soft drink	p/person	R
62.	Water 500ml	p/person	R
	MENU FOR COMMUNITY		
63.	Breakfast Tea Coffee	p/person	R

APPOINTMENT OF A SERVICE PROVIDER(S) FOR EVENT MANAGEMENT SERVICES FOR THE NKANGALA DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

	Canned 100% Juice Assorted Sandwiches Muffins Scones		
64.	Lunch Beef stew Grilled Chicken Pap Rice 1 Salad 1 Vegetables 100% assorted juices/soft drink		
65.	Platter	For 25 people	R
66.	SUB- TOTAL		R
67.	VAT (If vat vendor)		R
68.	GRAND TOTAL		R

**Application for a Tax Clearance Certificate****Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																	
Trading name (if applicable)																	
ID/Passport no									Company/Close Corp. registered no								
Income Tax ref no									PAYE ref no	7							
VAT registration no	4								SDL ref no	L							
Customs code									UIF ref no	U							
Telephone no									Fax no								
E-mail address																	
Physical address																	
Postal address																	

Particulars of representative (Public Officer/Trustee/Partner)

Surname																	
First names																	
ID/Passport no									Income Tax ref no								
Telephone no									Fax no								
E-mail address																	
Physical address																	

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

AuditAre you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

.....

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (Blacks, colored & Indians)		10		
Female		05		
Persons with disability		02		
Locality Nkangala District		03		

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:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 with 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 supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.
- 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

22. Penalties

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

23. Termination for default

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

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

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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)