



"TERMS OF REFERENCE"

**PROVISION OF EVENT MANAGEMENT SERVICES FOR
THE ANNUAL TAUNG CULTURAL CALABASH FOR A
PERIOD OF THREE (3) FINANCIAL YEARS**

Closing Date: 23 October 2026 Time: 11H00 AM

BID NUMBER: MACSF001/B/HEADOFFICE/2026

BID VALIDITY PERIOD: 90 DAYS



Mmabana Mahikeng Centre

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Drive.

Mmabatho

2735

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MMABANA ARTS, CULTURE AND SPORT FOUNDATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Contact person	Briefing session	Closing date
MACSF001/B/H EADOFFICE/2026	PROVISION OF EVENT MANAGEMENT SERVICES FOR THE ANNUAL TAUNG CULTURAL CALABASH FOR A PERIOD OF THREE (3) FINANCIAL YEARS	- Technical enquiries: Mr Sammy Matane (066 475 2685) or sam@mmabana.org.za) - Supply chain enquiries: Ms Pelonomi Sambo (079 887 6463 or pelonomis@mmabana.org.za).	NOT APPLICABLE	DATE:23 OCTOBER 2026 TIME:11H00AM VENUE: MMABANA MAFIKENG CENTER

THE DOCUMENT IS DOWNLOADABLE ON THE MMABANA ARTS, CULTURE AND SPORT FOUNDATION WEBSITE (www.mmabana.org.za) and on the E-tender portal, documents will be free.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details (Tender Number and Bidders details) and shall be placed in the tender box located at:

MAFIKENG REGIONAL OFFICE: 101 DR JAMES MOROKA DRIVE, MMABATHO,2735

Documents must be deposited in the bid box not later than: **11:00AM on 23 October 2026**

1. INTRODUCTION

In a pursuit to grow the Economy of the North West Province, and to contribute significantly to the economy while fostering a more cohesive and united society, the North West Provincial Government is involved in multiple activities and initiatives on a frequent basis all year round. The festival activities are meant to contribute to the province key strategic objectives that would be applicable to a particular event namely:

- Nation building through effective social cohesion.
- Creation of job opportunities for the youth, women, and people living with disabilities.

The Mmabana Arts, Culture and Sport Foundation (MACSF) has therefore in its endeavor to contribute to the above as well its mission. Created initiatives and services where public resources are used to unlock the potential of the sectors, and to cultivate the landscape for tangible growth and development.

2. PURPOSE

The Mmabana Arts, Culture and Sport Foundation seeks to appoint a suitably qualified Events Management Service Provider that will provide an events management service for the annual Taung Cultural Calabash for three (03) financial years. The service provider should have the ability, capacity, infrastructure, experience and knowledge in order to render event management services for the Taung Cultural Calabash. The event will encompass the music festival, theatre shows, comedy night, art exhibitions, fashion show, the Kgotla event, and the craft market in 2026/27, 2027/28, 2028/29 financial years.

3. BACKGROUND

The Taung Cultural Calabash is one of the long running cultural festival in the country. The festival has given platforms for both our local and national artists, creating job opportunities. The North West Province is a diverse place whose wealth is its culture and heritage, as such the Taung Cultural Calabash (TCC)

was founded on this very premise with a strong commitment to develop the provincial creative industries.

The Taung Cultural Calabash normally takes place in four days during the month of September as it coincides with the National Heritage Day, making it an opportune event for cultural practitioners and businesses in the DRSM district. An annual Provincial Flagship project for Mmabana Arts, Culture and Sport Foundation. The festival also provides much-needed tourism activation in the district through Heritage site appreciations (i.e. The Taung Skull Heritage site) and local tours; the latter amplifies the festival's purpose for existence and positions it well among other festivals of national importance in the country.

4. APPLICABILITY

- This bid is applicable to Mmabana Arts, Culture and Sport Foundation
- It will be required of the awarded Taung Cultural Calabash Event Management Service provider to plan, consult, organize and manage the Taung Cultural Calabash through its implementation in December 2026, September 2027, and September 2028.

The following are the festival activities:

(I) The Kgotla Event

The Taung Cultural Calabash opens with the hosting of the Kgotla event on a Thursday at the Ba-ga-Phuduhutshwana tribal council in Taung. The events is hosted by Kgosikgolo Tshepo Mankuroane and other Batlhaping Chiefs. The event is attended by members of the communities from villages around Taung. The Kgotla event is used to empower young people in the community about Setswana traditions and customs, while feasting on Setswana traditional foods.

(II) Art Exhibition

The Art Exhibition officially opens the Taung Cultural Calabash. It is an evening event with the Honorable MEC giving a keynote address. Mmabana stakeholder and partners are invited to attend the event as it is regarded a red- carpet event.

Curated art works are showcased by selected visual artists from the province. There is entertainment as a form of Jazz and Afro-soul during the event.

(III) Fashion Show

The fashion show starts immediately after the art exhibition. The fashion show is a curated glamorous event showcasing garments from selected designers from the province. The fashion curator is a national fashion icon who is given space to choreograph the show and provide workshops and incubation for the designers. There are tickets sold for attending the show.

(IV) Theatre Shows

Theatre productions takes place usually on Friday. Theatre productions will consist of drama, dance and poetry. The four shows will be selected to play during the festival, three (3) being fringe and one (1) being the main attraction. The theatre program will take place in the theatre from 12h00 until 18h00. Tickets are sold for all four-theatre show.

(V) Comedy Night

Comedy night is hosted immediately after the theatre productions at 20h00. This will be a fully curated program by a national comedian. The line-up will include local and national comedians. There will be tickets sold for the comedy show. Local DJs will provide entertainment during the comedy show.

(VI) Youth Festival

The youth festival will be hosted on Saturday. The youth festival is the apex activity for the main festival. This is the first outdoor event in the program. Young people are targeted for this event deliberately as an investment for the festival future audiences. The line-up for this event will be relevant and very exciting. The youth festival will take place at the Mmabana Taung park. The line-up will consist of traditional, hip-hop, lekompo, ma-piano and afro-soul. There will be tickets sold, an expected number of attendees for this event is five thousand.

(VII) The Jazz Festival

The jazz festival will close the Taung Cultural Calabash. The jazz festival will consist of traditional, afro-soul, r&b, soul, gospel, and jazz music. MCs from radio partners will run the program during the event. There will be local, provincial and national artists in the line-up. The event will start at 12h00 and finish around 03h00. The line-up will be very exciting to attract older audiences who used to support the festival many years ago. Tickets will also be sold for the event and we are expecting three thousand patrons attending the event.

The festival will be hosted on the following dates in the three Financial Years:

- 17 – 20 December 2026
- 23 – 26 September 2027
- 28 September 2028 – 01 October 2028

5. PRE-QUALIFYING CRITERIA

5.1 First Stage

Prospective service providers are required to submit the following documents:

- 5.1.1 A Bid document for the Taung Cultural Calabash will be completed and submitted to the Mmabana Arts, Culture and Sport Foundation.
- 5.1.2 An un-priced proposal which describes the bidders proposed approach to provide the full scope of services. It may include photos, menus, suggested venues and other items to illustrate the approach. It must include the project plan and dates for this to be achieved.
- 5.1.3 The submission should have two clearly marked envelopes and deposited in the tender box.

A. Envelop Number one (1) must include the following:

- Un-priced written Proposal.
- All returnable documents except priced documents.

B. Envelop Number two (2) must include the Priced Bid.

5.2 Second stage:

Prospective service providers are required to submit the documents as indicated in the second stage of evaluation which is based on functionality:

The un-priced proposals will be evaluated for responsiveness and the bidder(s) who scored minimum of 70 points on functionality for the proposal will be taken to the next stage of evaluation which is based on price and preference point system.

5.3 Third stage:

Prospective service providers are required to submit the following document:

- 5.3.1 A separate envelope for a priced proposal with a budget (full breakdown of costs) attached to it which will be opened after the completion of the second stage.

6. ROLES AND RESPONSIBILITIES

The role of the MACSF and the Events Management Company will be:

MACSF: It will be required of the MACSF to provide continuous support to the Festival Events Management Company by signing off on all issues, guidance, and share required information with the company and provide funding for festival activities.

Events Management Company: It will be required of the Events Management Company to:

- provide information regularly on all issues related to the festival activities
- make proposals on the best practice, ensure that cost-effectiveness is adhered to
- ensure that a professional service is delivered
- report on jobs created
- communicate all challenges experienced

- identify, manage and report on potential risks
- provide a detailed narrative Close-out and Expenditure Reports

7. POST AWARD REQUIREMENTS

- The appointed service provider shall be required to attend a briefing meeting with the MACSF. Thereafter the appointed service provider shall further engage on the implementation strategies for all the festival activities.
- The MACSF will subsequently approve the budget and give approval for the work to commence on all the festival activities.
- Continuous liaison between the MACSF and the appointed service provider will take place on a regular basis as will be determined in the agreement between both parties.
- The appointed service provider must submit an event Close-out report within twenty (20) working days after the event.

8. SCOPE OF WORK

The service provider will be expected to conceptualize, plan, organize, implement and manage the festival activities with respect to the following tasks and categories:

8.1	LIAISON
-	Make contact with relevant stakeholders that may be involved in the festival activities, and the delegated official from the MACSF, in making sure that the event is run according to sound festival activities management standards for all arrangements of the Taung Cultural Calabash.
-	Liaison with all the service providers on site on the days of the festival activities.
-	Ensure that the MACSF representative is constantly informed of planning and that there is close co-operation with the delegated MACSF official

	during the project implementation period.
-	Presentations on progress should be made by the Festival Management company when called to do so as and when required.
	One point of entry into the MACSF will be applied. Approvals and direction is only given by the MACSF representative.
8.2	LOGISTICAL REQUIREMENTS
-	Provide logistical arrangements for all festival activities. Logistical arrangements involve the following services and facilities but not limited to: - Sound; - Lighting; - Day-light LED Screens; - Stage; as per the technical riders; - Tents / Marquees - Shaded Stages / Raised platforms; - Lecterns / Podiums; - Chairs; - Tables; - Public Address System (PA system); - Standby technical assistance; - Power generator(s) - Climate control, eg heating and cooling; - VIP toilets, Portable chemical toilets; - Clearing and cleaning of site (before and afterwards); - Signage; - Enough and safe parking; - Exhibition facilities;

	- Catering at festival activities; - Site plans / layout; and - Crowd control barriers.
-	Pictures of all implemented logistics should be submitted to the MACSF representative during and after the festival activities.
-	Ensure the activation of Joint Operation Centers (JOC) and provide safety certification for all infrastructures erected for the festival activities.
8.3	PHOTOGRAPHER AND VIDEOGRAPHER
-	The service provider will be required to provide a photographer and a videographer to capture all activities during the festival.
-	Pictures and footage of all implemented activities should be submitted to the MACSF representative during and after the festival.
8.4	ENTERTAINMENT
-	The service provider will be expected to provide a recommended line-up to suit the Taung Cultural Calabash and to achieve the objectives of the MACSF.
-	It will be required of the service provider to appoint an Artistic Director and Curator for some events during the festival.
-	It will be expected of the service provider to: -co-ordinate the performance of these artists and groups on the day of the event; -be the liaison body between the MACSF and the artists before and after the event; -ensure proper transport, accommodation and catering arrangements are made for the performers; -handle all contracts, bookings, EFT payments and other administrative

	issues related to the artist's performances. - to provide dressing rooms for artists. The MACSF will give approval on the final line-up to ensure its relevance and consistency with the theme of the event.
-	The appointed service provider should ensure that rehearsals of all performers or artists take place where necessary. A schedule of rehearsals should be provided to the MACSF.
-	It will be required of the appointed service provider to appoint a stage manager and crew to co-ordinate the performances.
-	Profiles of suggested artists should be provided to the MACSF to allow for an informed decision at all times.
-	The appointed service provider should be able to accommodate suggested changes to the artist line-up at all times.
-	It will be expected of the service provider to provide all technical requirements for performers as per their technical riders.
-	South African Music Rights Organization (SAMRO) costs should be included at all times. 2% of the total budget should be allocated and transferred to SAMRO on behalf of the MACSF. Proof of payment should be provided to the MACSF.
8.5	FESTIVAL AND EXHIBITIONS
-	The four (4) days festival will encompass; the main music festival, theatre productions, Comedy night, fashion show, art exhibitions, Kgotla event, food stalls. The following tasks will be required of the service provider: • Take care of the programming for the festival and exhibitions. • Source and pay for venues where the festival and exhibitions will be

	held. • Organize a Media Launch and gala dinner (official opening). • A Festival office should be set up by the Service provider. The service provider shall provide the MACSF representative with the office's physical address, telephone number, and e-mail address.
8.6	PROMOTIONAL ITEMS
-	The service provider should provide for the design and production of a comprehensive range of promotional items. Promotional items should have the MACSF brand identity, look and feel. The logo of the MACSF and relevant partners should at all times appear on promotional items.
-	All material must be delivered to the MACSF representative at venue where the promotional items are required before the event.
-	All unused material is the property of the MACSF and must be returned to the MACSF.
-	The Logo of the MACSF may not be used outside MACSF sanctioned festival activities or promotional items.
8.7	TICKETING
-	Provide a ticket plan for the selling and distribution of tickets.
-	Provision of different tickets packages for the festival. e.g VIP Packages, early-bird tickets.
8.8	REVENUE GENERATION
-	It is expected of this festival to be self-sustainable in future; therefore, it should be a revenue generation project. In consultation with MACSF the appointed service provider will be required to embark on a sponsorship drive.
8.9	SECURITY SERVICES

-	The appointed service provider will be required to appoint a safety officer.
-	Arrange for and organize a private security company which is compliant to PSIRA (Private Security Industry Regulatory Authority) to secure and control event site(s) before, during and after the festival activities where it will be required.
-	Appoint a security liaison person to activate the Joint Operations Centre (JOC) and that should liaise with all security forces at all festival activities, e.g. State Security Services (SSA), the South African Police Services (SAPS), VIP Protection Unit, Presidential Protection Services (PPS), Traffic Police, Emergency Medical Services (EMS), Ambulance Services and Fire Departments.
-	Compliance with the overall SASREA (Safety at Sport and Recreation Events Act)
-	It would also involve attending meetings with the security cluster.
-	Ensure that the safety file and security plans are drafted and distributed to the MACSF representative on time.
-	Take charge with the relevant security agencies on the days of festival activities.
-	Implement the marshalling component of the event which will include the recruiting of credible marshals, brief them, train them, liaise with them at the event and pay them immediately after the event.
8.10	CATERING
A	Catering for invited guests, artists and officials.
-	Organize and provide catering for invited guests, artists, and officials at events during the festival. Catering will either consist of a buffet meal, a formal sit down with a plated meal or a cocktail menu including bottled water and a soft drink.

-	Bottled water should be used as an opportunity for the MACSF to brand itself. Suggestion in this regard will be expected from the service provider.
-	Labeling food in terms of allergies should be provided.
-	The service provider should as much as possible cater for all dietary requirements.
B	Catering equipment.
-	The service provider should provide catering equipment for each venue where kitchen facilities are not available.
-	The service provider must ensure that the electrical equipment is in full working condition and must be able to provide back-up in the form of generators.
C	Décor and Flower arrangements
-	The service provider should ensure that all festival activities are properly decorated with décor and flower arrangements. Décor should fit in with the MACSF corporate identity manual and overall event look and feel.
-	MACSF will provide guidance on the décor application for the event.
8.11	TRANSPORT AND PARKING.
-	Take responsibility for the co-ordination of all parking arrangements on the days of the festival activities.
-	Co-ordinate activities of transport and parking before and on the day of all the festival activities.
8.12	ACCOMMODATION.
-	The service provider should provide accommodation for travelling artists performing during festival events.
-	The service provider should provide accommodation for all travelling invited guests attending the festival.

-	The service provider should provide accommodation for Mmabana officials and crew working on the festival.
8.13	ACCREDITATION, INVITATIONS AND RSVP
-	Take responsibility for the Invitation of guests, compiling of RSVP lists, accreditation of guests, ushering and seating of invited guests at all festival activities in consultations with the MACSF.
-	It will be required of the service provider to exercise strict control over the invitations, RSVP and accreditation process.
-	Assist the MACSF representative in preparing the protocol arrangements for all festival activities of the MACSF. For example, table cards, etc.
09	FINANCIAL
-	The service provider shall provide a detailed cost breakdown of all festival activities during the Taung Cultural Calabash.
-	The service provider should keep record of all work done at each event.
-	For the purposes of this bid, interested events management companies should budget for a period of three (3) financial years.
-	The service provider should note that cost effectiveness is a critical factor in the evaluation of bids.
-	MACSF will perform monitoring and evaluation functions during and after each event.
-	Pricing should be aligned to government Cost Containment.

10. DELIVERABLES

The successful service provider will be expected to deliver the following pertaining to the different phases of the project.

10.1 Planning Requirements:

- 10.1.1 Event conceptualization that is aligned to audience development (attraction).
- 10.1.2 Provide event grading.
- 10.1.3 To establish a fully functional office with its own personnel and resources.
- 10.1.4 Logistic planning and the coordination of the technical aspects prior to the event hosting, budget management, risk management and post event report.
- 10.1.5 To source and secure all venues.
- 10.1.6 Entering into agreement on behalf of the MACSF with tickets sales agencies such as “Compu-ticket” for tickets sales, cash management and statistics report.
- 10.1.7 Enter into an agreement on behalf of the MACSF with artists for all performances.
- 10.1.8 Fund-raising strategy, provide plans and mechanism for raising additional funding and partners for the festival.
- 10.1.9 Provision of detailed marketing and promotional execution plans, marketing schedules, promotion schedule, media releases.
- 10.1.10 To provide a total management plan with regard to cleaning and waste management inside and outside all venues during the Taung Cultural Calabash.
- 10.1.11 Content development and design of the layout for electronic and online invitations and registration, sms reminders, confirmation and provision of live reports, and RSVP management.
- 10.1.12 To ensure that necessary permits are obtained which are required by law to run the festival / event.
- 10.1.13 Take out public liability insurance not less than R10m for the three financial year activities.

10.2 Implementation Requirement:

- 10.2.1 Provision of onsite tickets sale booths and personnel.
- 10.2.2 Produce the festival programs for invited guests and the public.
- 10.2.3 Develop a selling and distribution plan for tickets.
- 10.2.4 Preparation of safety files, site layout maps, attending meeting with the Joint Operations Committee (JOC) and receive signoffs.
- 10.2.5 Organizing of event security and emergency planning for the event.
- 10.2.6 Produce a comprehensive public transport plan, park and ride, and secure parking at all venues.
- 10.2.7 Attend site inspection and dry run/pre event arrangement to be conducted with the MACSF representatives.
- 10.2.8 Artists management, booking of artists, program directors/ MC's and to enter into contracts with all performers.
- 10.2.9 Payment of artists and any other related costs including their accommodation and travel and S&T's.
- 10.2.10 Technical Production Services, booking and setup of all necessary technical equipment: Stages, Sound, lighting, Audio Visual, standby power generator, and pyrotechnics.
- 10.2.11 Structure Management: marquees, tents, podiums and platforms with strict compliance to all Health and Safety regulations.
- 10.2.12 Provide a proper power management plan, power generators, enough fuel on site and spills and fire management plan.
- 10.2.13 Provision of decor services to be compliant with the brand corporate identity.
- 10.2.14 Provision of the entire Festival Branding Materials.
- 10.2.15 Provision of catering arrangements for VIP, artists, crew and catering menus.

- 10.2.16 Provision of photography and videography services.
- 10.2.17 Development and management of the Festival website.
- 10.2.18 Fund-raising strategy provide plans and mechanism for raising additional funding and partners for the festival.
- 10.2.19 Provision of all compliance certificates; Structural Engineer certificates, Electrical Engineer certificates, Temporary structure certificates.
- 10.2.20 Strict adherence to specifications.
- 10.2.21 Strict adherence to the Safety at Sport and Recreational Events Act: No 2, 2010.
- 10.2.22 Strict adherence to Basic Conditions of Employment Act.
- 10.2.23 Strict adherence to prescribed minimum wages.
- 10.2.24 Strict adherence to Occupational Health and Safety Act.

10.3 Reporting Requirements:

- 10.3.1 A post event report should be submitted within twenty (20) working days after the event, which must include, but is not limited to, the number of jobs created during the event for example women, youth and people with disability. And how the event has impacted the community in which it was hosted.
- 10.3.2 The template for the post event report will be provided by the MACSF.

11. SPECIAL CONDITIONS

- 11.1 The appointed service provider shall provide the Public Liability Insurance and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of its Contract. The Service Provider must within five (5) days of appointment submit proof of Public Liability Insurance as prescribed.
- 11.2 The appointed service provider shall also provide the Public Liability Insurance and thereafter maintain liability insurance to cover third party claims for death or bodily injury, or loss of or damage to property, weather cover, arising from or in connection with the provision of services under this

Contract or the operation of any vehicles or other equipment or leased by the Service Provider or its agents, employees or sub-contractors performing work or services in connection with this Contract.

11.3 The appointed service provider shall, upon request, provide the MACSF with satisfactory evidence of the insurance required under this Article.

11.4 The appointed service provider shall establish an office or provide reliable contact which will be accessible during office hours.

12. EVALUATION CRITERIA

12.1 The evaluation process will be conducted in phases as follows

Phase 1	Phase 2	Phase 3
Administration requirements	Functionality	Price and PPR2022
Compliance with mandatory and other bid requirements.	Bids will be assessed to verify bidders' capability and ability to execute the contract. Testing minimum of 70 points.	Bids evaluated in terms of the 80/20 preference system.

12.1.1 CRITICAL INFORMATION ON DISQUALIFICATIONS

An "acceptable bid" means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in Government Gazette 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an "acceptable bid", and such a bid will be rejected.

- If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.

- The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
- In the event of the use of correction fluid (e.g. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil) on sections affecting the evaluation process of the bid.
- If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration).
- The bid has been submitted after the relevant closing date and time.
- The accounting authority must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - I. who is an advisor or consultant contracted to the entity in respect of a contract that would cause a conflict of interest.
- Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
- Bid offers will be rejected if the bidder has abused the Mmabana Arts Culture and Sport Foundation supply chain management system.
- If the bidder has failed to submit all mandatory required documents as specified on the bid document.
- No late, faxed, and emailed bids will be considered. Bids received after the closing date and time at the address indicated in the bid documents will not be accepted for consideration.
- **Failure to comply with the above will lead to immediate disqualification.**

Phase 1: ADMINISTRATION COMPLIANCE

Bidders shall be evaluated for administrative compliance as follows.

- 12.1.2. All Bid documents were submitted on or before the closing date and time as stipulated on this Bid document.
- 12.1.3. All Bid documents were submitted at the correct address as stipulated on this Bid document.

- **Failure to comply with the above will lead to immediate disqualification.**

Phase 2: FUNCTIONALITY

Testing minimum criteria: 70 points for technical criteria

Bidders must provide independently verifiable evidence for each functionality criterion. The evaluation committee may contact clients, venues, ticketing platforms, sponsors, or event owners only to validate information submitted in the bid. No additional evidence may be introduced after the closing date unless requested solely for clarification or verification.

NB: Only Concert/Event venue with a minimum capacity of 2000 and above will be accepted as medium to Major concert/events.

CRITERIA	WEIGHT	SUB-CRITERIA	SCORE
1. COMPANY EXPERIENCE (Experience in Hosting Medium to Major Concerts and Events. Bidder's relevant experience in hosting medium or major concerts and events management. The bidder must provide independently verifiable ticket-sales evidence for the events submitted, including the number of tickets issued and sold, gross ticket	25	Five (5) or more ticketing platform sales reports/ settlement statements/ audited revenue records/ or written confirmation from the authorized ticketing provider, indicating gross ticket sales of 80% or more of the venue's capacity.	25
		Four (4) ticketing platform sales reports/ settlement statements/ audited revenue records/ or written confirmation from the authorized ticketing	20

revenue, sales period, venue capacity, and ticketing platform used. Acceptable evidence includes ticketing-platform sales reports, settlement statements, audited revenue records, or written confirmation from the authorized ticketing provider. NB: Accumulation of ticket sale value will not be permitted. Each event will be assessed separately.		provider, indicating gross ticket sales of 80% or more of the venue's capacity.	
		Three (3) ticketing platform sales reports/ settlement statements/ audited revenue records/ or written confirmation from the authorized ticketing provider, indicating gross ticket sales of 80% or more of the venue's capacity.	15
		Two (2) ticketing platform sales reports/ settlement statements/ audited revenue records/ or written confirmation from the authorized ticketing provider, indicating gross ticket sales of 80% or more of the venue's capacity.	10
		Non-Submission or ticketing platform sales reports/ settlement statements/ audited revenue records/ or written confirmation from the authorized ticketing provider, indicating gross ticket sales of 79% and less of the venue's capacity.	0
2. COMPANY EXPERIENCE (Number of Projects) Bidders must submit signed reference letter not older than ten (10) years on the institution letterhead which clearly articulates the value of the contract, the scope of work, the duration for which the project was implemented, the event name and date, venue and location and	25	Five (5) or more medium to major concerts or events.	25
		Four (4) events of medium to major concerts or events.	20
		Three (3) events of medium to major concerts or events.	15
		One (1) to Two (2) events of medium to major concerts or events.	10
		Non-Submission or zero projects.	0

audience capacity or actual attendance.			
3. PROJECT PLAN Bidders must provide a detailed project plan with intermediate, and final outputs and identified timeframes/ milestones of proposed methodology in Events Management. The project plan should include the following deliverables: • Planning and conceptualization • Illustrative venue layout/plan • Festival's details and logistics • Marketing and Communications • Stakeholder Management • Revenue enhancement • Audience development • Security plan • Waste management • Festival Program • Legacy programmes NB: Service providers may be invited to present their project plans for clarification purposes only. The functionality score will be based on the written bid submission and verifiable evidence submitted by the closing date.	30	A detailed project plan with specific objectives and milestones which cover 90% and above, of the required deliverables.	30
		A detailed project plan with specific objectives and milestones which cover 60% - 89% of the required deliverables.	15
		A detailed project plan with specific objectives and milestones which cover 59% or less of the required criteria.	0
4. SPONSORSHIP Bidders must submit signed sponsorship letters or agreements from sponsors,	20	The Bidder must submit signed letter/s from sponsors confirming sponsorship for an or previous event.	

not older than three (3) years, confirming financial or non-financial sponsorship obtained for previous events. Each letter or agreement must identify the event, sponsor, sponsorship type, sponsorship value or in-kind contribution, and date of sponsorship. Financial and Non-Financial Sponsorship.		4 letters or more	20
		3 letters	10
		2 letters or less	5
		Non-Submission of letters	0

12.1.4 For purposes of comparison and in order to ensure meaningful evaluation, service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned in paragraph 12.1.2.

12.1.5 A service provider that scores less than 70 out of 100 in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.

12.1.6 Only qualifying bids scoring a minimum of 70 points and above on functionality will be evaluated in terms of 80/20 preferential points system.

13. PHASE 3: 80/20 PREFERENTIAL POINTS SYSTEM

Preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points as per Mmabana Preferential Procurement Policy and in terms of the Preferential Procurement Regulations 2022
- The points for price will be calculated as follows:

$$Ps=80(1-Pt-Pmin/Pmin)$$

Where Ps = Points scored for comparative bid under consideration.

Pt = Price of tender under consideration and.

Pm = Price of lowest acceptable tender.

- The table as detailed in SBD 6.1 to be used to calculate the score out of twenty (20) in line with Mmabana specific goals for this Bid:

NB: Only Bidders who submitted proof of Locality and proof of disability will be awarded points for locality and disability respectively.

13.1. Joint Ventures, Consortiums and Trusts

- A trust, consortium or joint venture, will qualify for preference points for their status level of ownership as a legal entity, provided that the entity submits their supporting documents as indicated in line with preferential procurement regulation and Mmabana preferential procurement policy.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The MACSF will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

14. OBJECTIVE CRITERIA

- Mmabana Foundation reserves the right to award the bid in whole or in part.

15. CONTRACTUAL ARRANGEMENT

15.1 The appointed service provider will enter into a Service Level Agreement (SLA) with the Mmabana Arts, Culture and Sport Foundation to perform all functions as set out in the project Specification or Terms of Reference.

16. CONFIDENTIALITY

16.1. No information or documentation may be used for any other purpose other than providing for a tender proposal to the MACSF, and no copies of any document may be made, except with prior written approval from the MACSF.

16.2. The successful bidder and staff will be required to sign a non-disclosure agreement.

17. PACKAGING OF BID

17.1. Bidders to arrange the Standard Bidding Documents (SBDs) in their respective submissions in a numerical and orderly manner.

18. SUBMISSION OF BIDS DOCUMENTS

Bidders are advised to ensure that their bids are submitted on time.

18.1 Bidders should deposit their sealed and clearly marked (tender number) documents into the tender box available at the reception area at the address below:

Mmabana Mahikeng Centre
101 Dr. James Moroka Drive
Mmabatho.

18.2 Bids received after the closing date and time will not be accepted for consideration.

19. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF DOCUMENTS

19.1 There will be no briefing session conducted, for all enquiries related to the Terms of Reference, the following officials will be contacted.

Technical enquiries:
Mr. Sammy Matane
Tel: 066 475 2685 (During working hours) – 8h00 to 16h30 during the week
Email: sam@mmabana.org.za
Supply chain enquiries:
Ms. Pelonomi Sambo
Tel: 079 887 6463 (During working hours) – 8h00 to 16h30 during the week
Email: pelonomis@mmabana.org.za

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MACSF001/B/HEAD OFFICE/2026	CLOSING DATE:23 OCTOBER 2026		CLOSING TIME:	11H00AM
DESCRIPTION	For the Provision of Events Management Services for the Annual Taung Cultural Calabash for a period of three (3) financial years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MMABANA MAFIKENG CENTER					
101 Dr James Moroka Drive, Mmabatho, 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Pelonomi Sambo		CONTACT PERSON	Mr. Sammy Matane	
TELEPHONE NUMBER	079 887 6463		TELEPHONE NUMBER	066 475 2685	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	pelonomis@mmabana.org.za		E-MAIL ADDRESS	sam@mmabana.org.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.	

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, 2022, 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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

2.2

Full Name	Identity Number	Name of State institution

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

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.

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **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

- 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People (Points will be awarded proportionally based on ownership)	4	
Females (Points will be awarded proportionally based on ownership)	5	
Youth (Points will be awarded proportionally based on ownership)	5	
People with Disability (Points will be awarded proportionally based on ownership) (Proof of medical report/ records)	3	
Local Labour/Promotion of Enterprises in Municipal Area. 3 points – Within the same District of the contracting regional office.	3	
2 points – Outside of the district of the contracting regional office. However, within the North-West province.		
1 point – if outside of the North West province		
1) municipal account in the name of the registered business of tenderer not older than 180 days; or 2) lease agreement in the name of the registered business where the tenderer is the lessee; or 3) an official letter from the bank confirming the registered business address of the tenderer not older than 180 days; or 4) proof of residence from local councilors not older than 180 days; or 5) proof of residence from traditional councilor/ local Tribal Authority not older than 180 days		
Total Points	20	

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:	
	
	
	