

TERMS OF REFERENCE

BID REFERENCE NUMBER: CAS03/2026-27: APPOINTMENT OF SERVICE PROVIDERS ON A FRAMEWORK AGREEMENT FOR THE SUPPLY AND DELIVERY OF STANDARDISED SPORT, RECREATION AND ARTS' EQUIPMENT FOR THE DEPARTMENT OF CULTURAL AFFAIRS AND SPORT (DCAS) FOR A 3 YEAR PERIOD WITH AN OPTION TO EXTEND FOR A FURTHER ONE (1) YEAR

1. INTRODUCTION

- 1.1 The Department of Cultural Affairs and Sport (DCAS) promotes active, healthy and inclusive communities through sport and recreational programmes delivered across the Western Cape. The Sport and Recreation Chief directorate implements programmes through schools, recreation hubs, community clubs, shared facilities, and provincial events in partnership with municipalities, sport federations and other stakeholders.
- 1.2 Consistent, high-quality branding contribute to a professional and recognisable departmental identity, enhance public visibility, strengthen stakeholder confidence and promote awareness of departmental programmes, services and events. Standardised branding supports compliance with the Western Cape Government Corporate Identity Guidelines and ensures a consistent image across all Sport and Recreation programmes.

2. PURPOSE

The purpose of this procurement is to establish a Framework Agreement with one or more suitably qualified suppliers for the supply and delivery of sport, recreation and arts equipment. The Framework Agreement aims to ensure continuity of supply, value for money, quality, fairness, transparency, operational flexibility and effective contract management.

3. FRAMEWORK AGREEMENT

The Framework Agreement establishes the contractual terms under which sport, recreation and arts equipment may be supplied. Appointment to the Framework Agreement does not guarantee any minimum quantity or value of work. Supply requirements will be determined by approved operational needs and available budget.

4. APOINTMENT AND ALLOCATIONS

The Department reserves the right to appoint one or more suppliers. Where multiple suppliers are appointed, supply may be allocated on a rotational basis or in accordance with operational requirements, supplier performance, stock availability,

specialised product requirements, delivery capability, geographic considerations and value for money. Any deviation from the allocation methodology shall be documented and approved.

5. SCOPE OF WORK

Suppliers shall source, supply, inspect, package, transport and deliver the sport, recreation and arts equipment specified in Annexure A in accordance with the Department's technical specifications.

Estimated quantities contained in Annexure A are provided for planning and pricing purposes only and may increase or decrease. They do not constitute a guarantee of work.

6. TECHNICAL REQUIREMENTS

Suppliers shall source, supply, inspect, package, transport and deliver the sport, recreation and arts equipment specified in Annexure A in accordance with the Department's technical specifications.

Estimated quantities contained in Annexure A are provided for planning and pricing purposes only and may increase or decrease. They do not constitute a guarantee of work.

7. QUALITY ASSURANCE

The Department reserves the right to inspect manufacturing facilities, warehouses and sport, recreation and arts equipment before acceptance. Sport, recreation and arts equipment that does not comply with the approved specifications may be rejected. Defective or non-compliant sport, recreation and arts equipment shall be replaced at no additional cost, including collection and redelivery. Delays arising from replacement may result in contractual remedies.

8. ACCEPTANCE OF GOODS

Goods shall only be regarded as delivered once inspected, accepted and signed for by an authorised departmental representative. Acceptance shall not relieve the supplier of responsibility for latent defects.

9. DELIVERY

Suppliers shall package all sport, recreation and arts equipment in accordance with the delivery and packaging requirements specified in the Department's request for supply. Where sport, recreation and arts equipment is required for multiple delivery sites, suppliers

shall package and clearly label each consignment separately per delivery site to facilitate efficient distribution and verification upon receipt. Sport, recreation and arts equipment shall be adequately protected against damage during handling, transportation and storage. Suppliers shall deliver the sport, recreation and arts equipment within the agreed lead times to the designated delivery locations and provide proof of delivery. Delivery pricing shall be in accordance with the approved Pricing Schedule.

- **Estimated delivery for year one (2026/2027) must take place by no later than 28 February 2027**
- **Estimated delivery for year two (2027/2028 and year three (2028/2029) will be partial deliveries and must be delivered within 30 days of placing the order.**

10. WARRANTY AND BUSINESS CONTINUITY

The successful supplier shall ensure that all sport, recreation and arts equipment supplied is covered by the applicable manufacturer's warranty, where available, and shall honour all warranty obligations throughout the applicable warranty period. The supplier shall promptly repair or replace defective sport, recreation and arts equipment in accordance with the requirements of the Service Level Agreement and at no additional cost to the Department where the defect is attributable to faulty materials, workmanship or non-compliance with the approved specifications. The supplier shall further maintain appropriate business continuity and contingency arrangements to ensure the uninterrupted supply of sport, recreation and arts equipment and minimise the impact of any manufacturing, supply chain, transport or other operational disruptions that may affect the fulfilment of the Department's requirements. The Department shall be notified promptly of any actual or anticipated disruption that may affect the timely supply of sport, recreation and arts equipment.

11. PERFORMANCE MANAGEMENT

Supplier performance will be monitored against the Terms of Reference, the Service Level Agreement and agreed service standards. Performance reviews will consider delivery, quality, responsiveness, communication, reporting, warranty obligations and contract compliance. Appropriate contractual remedies may be applied where performance falls below agreed standards.

12. SERVICE LEVEL AGREEMENT

Successful suppliers shall enter into a Service Level Agreement defining service standards, reporting obligations, key performance indicators, review mechanisms, escalation procedures and remedies for non-performance.

13. BID CONDITIONS

- 13.1 All bids are subject to the General Conditions of Contract (GCC) of Government.
- 13.2 Bid documents will only be considered if received by the Department before the closing date and time.
- 13.3 Late bids will not be accepted.
- 13.3.1 Please note:
 - (a) It is the bidder's responsibility to ensure that all the required documents of the bid are submitted;
 - (b) Bidders are required to complete the checklist (bid documents) as outlined in the paragraph 6 and submit it with their bids. All the information listed on the bid document checklist must be included in the bid.
 - (c) No correspondence will be entered into regarding non submission/attachment of required documents. Failure to submit the required documents, at bid closure, will render the bid non-responsive.
- 13.4 The Department is not bound to accept any of the proposals submitted.
- 13.5 All bids submitted must remain valid for **90 days** from date of bid closure.
- 13.6 Where the service provider will be insourcing/subcontracting resources, this must be clearly indicated in the bid document. Bidders intending to insource/subcontract must disclose such information on their WCBD 6.1 form and provide the sub-contractors information. (Please refer to paragraphs 5.9, 5.10 and 8 of the WCBD 6.1 form).
- 13.7 The successful bidder must ensure that all the sport, recreation and arts equipment is supplied, whether directly or through a subcontractor, is of the required quality and complies with the specifications and standards stipulated in the TOR.
- 13.8 B-BBEE Certificate/Sworn Affidavit and Central Supplier Database (CSD) Report of the insourcing/subcontracting resource/s must be submitted as part of the bid documents, along with the requirements of the main resources.

13.9 Service level agreement

- 13.9.1 It is a condition of the contract that the successful bidder must enter into a Service Level Agreement (SLA) with the Department that specifies agreed key performance indicators, along with an indication on how the bidder's performance will be monitored, assessed, measured, and reported on.
- 13.9.2 DCAS will review the successful bidder's performance in line with the contract and the SLA entered between all parties.
- 13.9.3 The successful bidder's performance is to be monitored and discussed as required at a date and venue as agreed upon by the parties.
- 13.9.4 Any inconsistencies in terms of the SLA must be remedied within a reasonable timeframe.

13.10 Confidentiality

- 13.10.1 The successful bidder must ensure confidentiality in respect of all services rendered to DCAS, including but not limited to:
- (a) documents provided to perform a specific task;
 - (b) discussions in meetings or otherwise; and
 - (c) all other information of which the bidder is aware of.

13.11 Samples

- 13.11.1 Samples requested after bid award: Samples of the sport, recreation and arts equipment will be requested from the successful bidder(s) before final delivery. Bidders must be willing to do reverts on the samples if requested. Manufacturing must commence only once the samples have been approved by the Department. No deviations from the approved samples are allowed.
- 13.11.2 The Department reserves the right to conduct site inspections. Prospective bidders and/or the successful bidder must be prepared to provide access to their premises and facilities for such inspections during the evaluation process, after the award of the bid, and throughout the duration of the contract.

14. **BID PROPOSALS**

- 14.1 Bid proposals must be submitted by closing time (as indicated on the WCBD 1 form) to be considered. No late bid submission, for whatever reason, will be considered and such submission will be returned unopened (where practical) to the bidder.

14.2 Bid proposals must include the following:

Proof by prospective bidders that their tax matters are in order, or that they are in arrangement with SARS to bring it in order at time of bid closure. Proposals not complying with this condition can be considered non-responsive and can be disqualified.

14.3 All Western Cape Bidding Documents (WCBD) attached to this bid invitation must be completed and submitted with your proposal. The applicable WCBD forms for this bid are:

- (i) WCBD 1 (Invitation to Bid), duly completed. Please note that this form must be signed by a duly authorized representative of the company submitting bids.
- (ii) WCBD 3.1 (Pricing schedule: firm prices), duly completed. Please also use the detailed pricing schedule as per the Annexures to cost your proposal. The price must be inclusive of VAT (If VAT registered). Delivery cost must be included.
- (iii) WCBD 4 (Declaration of Interest), duly completed and signed.
- (iv) WCBD 5 The National Industrial Participation (NIP) Programme.
- (v) WCBD 6.1 (Preference Points Claim Form), duly completed and signed. If preference points are claimed, an original or a valid certified copy of the original B-BBEE status level verification certificate **or** original B-BBEE affidavit (whichever is applicable) should also be submitted.
- (vi) WCBD 6.2 Declaration certificate for local production and content for designated sectors.

15. **CENTRAL SUPPLIER DATABASE**

15.1 Bidders must be duly registered on the Central Supplier Database (CSD). Failure to be actively registered on the CSD will result in the disqualification of the bid.

15.2 If you wish to apply for Central Supplier Database (CSD) registration, suppliers must self-register via www.csd.gov.za.

- 15.3 Bidders are also required to submit the latest CSD registration summary report, at bid closure. Bidders must ensure that their tax information on the CSD is up-to-date and must submit a valid tax compliance status PIN to the Department for verification purposes.
- 15.4 The bidders should furthermore note that the CSD will be utilised to confirm compliance to tax and other related matters, and it is therefore the bidder's responsibility to ensure compliance in all respects.
- 15.5 Prices must include delivery costs and VAT. Delivery will be at various locations within the Western Cape. Cost of delivery, if any, must be detailed separately in the costing.

16. JOINT VENTURES, CONSORTIUMS AND TRUSTS

- 16.1 A trust consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, certificate.
- 16.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 16.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Provincial Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 16.4 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 part/parties in respect of matters pertaining to the joint venture and/or consortium agreement.

17. BID EVALUATION

The bids will be evaluated and adjudicated in two phases, namely:

17.1 Phase 1: Compliance Evaluation

These Specifications prescribe several requirements to be met by prospective bidders. Failing to comply with these requirements may render bids invalid and bidders can thus be disqualified in this phase.

The table below is provided to assist service providers to ensure the completeness of submissions. All requirements indicated in the table must be adhered to.

Origin: Paragraph	Requirement	Checked	
		YES	NO
4.1	GCC & TOR: General Conditions of Contract (GCC)& Terms of reference/Specification <i>Initial each page</i>		
4.5	The Department requires the proposal to be valid for 90 days from date of closure.		
4.10	<u>Samples:</u> - All compliant bidders must provide mock-ups/examples/proofs for approval upon request. - Samples of the sport, recreation and arts equipment will be requested from the successful bidder(s) before final delivery.		
5.3	Bid proposals must include proof by prospective bidders that their tax matters are in order, or that they are in arrangement with SARS to bring it in order at time of bid closure.		
5.4 (i)	WCBD 1 (Invitation to Bid) must be duly completed and signed by a duly authorized representative of the company submitting bids.		
5.4 (ii)	WCBD 3.1 (Pricing schedule: firm prices) must be duly completed.		
5.4 (iii)	WCBD 4 (Declaration of Interest) must be duly completed and signed.		
5.4 (iv)	WCBD 6.1 (Preference Points Claim Form) must be duly completed and signed. If preference points are claimed, an original valid B-BBEE status level verification certificate or affidavit (or certified copy thereof) should also be submitted.		
6	Duly registered on the National Treasury's Central Supplier Database (CSD). Provide for CSD Registration/Summary Report		

6.5	Prospective bidders are also encouraged to register on the Western Cape Supplier Evidence Bank (WCSEB) if not already registered.		
6.6	Prices must include delivery costs and VAT. Delivery will be at various locations within the Western Cape. Cost of delivery, if any, must be detailed separately in the costing		
10	Attendance of a Compulsory Briefing Session		

17.2 Phase 2 Functionality

17.2.1 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2022.

17.2.2 The Bid Evaluation Committee will evaluate the proposals with special attention to criteria described hereunder. Compliance with the Terms of Reference and consideration of any latent or other factors that might affect the successful delivery of the service required will be taken into consideration. The following weighting system will apply and only bidders scoring at least 70% will be eligible to mitigate to the next phase.

Experience in supplying of sport, recreation and arts equipment	Years	Points
Number of years in business of supplying sport, recreation and arts equipment	0 - 3 years' experience	2
	3-5 years' experience	5
	6 -10 years' experience	8
Proven experience in supplying similar organisations (government, sport federations, schools, clubs)		
	0 - 3 years' experience	2
	3-5 years' experience	5

	6 -10 years' experience	8
Total		30
Warehousing and logistical capability		
Own or contracted warehouse facilities that are secure and appropriately located		10
Inventory management systems in place		5
Ability to manage returns and exchanges		5
Total		20
Relevant references		
Proven track record with similar contracts/projects		10
At least 3 relevant reference letters from reputable clients		10
Positive feedback on quality, delivery, and service.		5
Total		25
Delivery capability across the Western Cape		
Demonstrate ability to deliver across all major regions in the Western Cape		10
Track record of on-time delivery performance		10
Ability to deliver to remote or rural areas		5
Total		25

Minimum qualifying score: **70/100**. Thereafter bids will be evaluated on Price and Preference in accordance with applicable procurement legislation

17.3 Phase 3: Final Price Evaluation (Price and Preference Points (B-BBEEE status level))

17.3.1 This bid is subject to the Preferential Procurement Regulations 2022. Bids that passed Phase 1 will be evaluated in accordance with the preference points system as indicated in paragraph 2.2(a) of the attached WCBD 6.1 form.

17.3.2 The bid will be awarded to the bidder scoring the highest points based on the price and B-BBEE points allocated.

17.3.3 The Department reserves the right to adjudicate this bid to more than one bidder. Prospective bidders are, however, requested to submit proposals for all items.

17.3.4 The Department reserves the right not to award this bid.

17.3.5 The Department reserves the right to negotiate with the shortlisted bidders prior to the award and with the successful bidder, post award, based on market conditions.

17.3.6 The onus is on the bidder to ensure that all costs are included. There will be no hidden costs. Any cost not disclosed will not be considered during evaluation, award and post award phases.

18. CLOSING DATE

This bid will close on 16 October 2026 at 11:00. Completed proposals must be dropped into the bid box situated on the Ground Floor, Protea Assurance Building, Greenmarket Square, Cape Town.

19. COMPULSORY BRIEFING SESSION

19.1 A compulsory briefing session will be held as follows:

Place: 4th Floor Boardroom, Protea Assurance Building, Greenmarket Square, Cape Town, 8000

Date: 07 October 2026

Time: 13:00

Contact Person: Marlene Petersen

Contact Number: 021 483 9651

19.2 THE FOLLOWING CONDITIONS OF THE COMPULSORY BRIEFING SESSION APPLY:

- a) A bid will be automatically disqualified if the meeting is not attended by a representative of the bidding entity.
- b) Representatives of bidding entities must complete and sign the meeting attendance register, providing full details as required on the register, failure of which will disqualify the bidder.
- c) The name of the lead entity in an envisaged consortium/joint venture must appear on the attendance register, failure of which will disqualify a bid submitted by the consortium/joint venture.
- d) A representative may not attend the meeting on behalf of more than one tendering entity. This constitutes anti-competitive behaviour, and where multiple bids are submitted which reference the attendance of the same person at the briefing session, ALL such bids will be disqualified.
- e) Bidders must be represented by a person who is suitable qualified and experienced to comprehend the implications of the bid.
- f) The chairperson may delay the start of the meeting at his sole discretion, as dictated by circumstances. After official start of the meeting, late arrivals will be allowed to join the meeting, however the chairperson is under no obligation to repeat any information conveyed prior to such late arrivals.
- g) Recorded minutes as well as addenda or any other information, where applicable, will be issued to all whom attended the meeting.
- h) Requests for additional information can be directed to the department's representative via email, not later than one (1) week prior to closing of the bid. Requests received after the cut-off date will not be responded to. The response to requests for clarification or additional information will be disseminated amongst all bidders who attended the meeting.
- i) Information provided to bidders at the briefing session or thereafter and which is recorded in the minutes of the meeting or other documentation issued, forms part of the Conditions of the bid. Failure to comply with such condition may disqualify the bid. Addenda issued (if any) MUST be included in the bid submission, failure of which will disqualify the bid.

19.3 The Department is very conscious of its carbon footprint and endeavours to drastically reduce the printing of bid documents. Prospective bidders are thus encouraged to register their intention to attend this briefing session with Mrs Marlene Petersen.

- 19.4 He will provide you with an electronic copy of the bid documents affording you the opportunity to study the documents before the briefing session.
- 19.5 There will be no copies of bid documents available at the briefing session. Therefore, all prospective bidders who did not register their attendance will be provided with such documents electronically after the briefing session.

20. ANNEXURES

The following annexures to the bid documents shall apply:

- Annexure A – Technical Specifications & Pricing
- Annexure B – Delivery Locations
- Annexure C – Service Level Agreement

21. BIDDING FORMS / BIDDING ENQUIRIES:

Mr Zolisa Nomandla, telephone (021) 483-9835, Directorate Financial Management, Private Bag X9067, Cape Town, 8000, Protea Assurance House, 6th Floor, Greenmarket Square, Cape Town, 8001. E-mail: Zolisa.Nomandla@westerncape.gov.za

22. SPECIFICATION ENQUIRIES:

Ms. Marlene Petersen

Directorate Sport Development

021 483 9651

Marlene.Petersen@westerncape.gov.za

Protea Assurance House, 4th Floor, Greenmarket Square, Cape Town, 8001