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Gaabomotho Building  
Private Bag X90  
Mmabatho 2735

## DIRECTORATE

Tell: +27 (0) 18 388 2471/2961

E-Mail: [tnaphakde@nwpg.gov.za](mailto:tnaphakde@nwpg.gov.za)

## SUPPLY CHAIN MANAGEMENT

**BID NUMBER: ACSR 119/2022 NW**

**VALIDITY PERIOD: 90 DAYS**

**CLOSING TIME: 11:00**

**CLOSING DATE: 11 DECEMBER 2022**

**SUBJECT - PROVISION OF EVENT MANAGEMENT SERVICES FOR THE ANNUAL MAHIKA MAHIKENG ARTS AND CULTURE FESTIVAL FOR A PERIOD OF THREE (3) YEARS**

You are invited to submit a bid for the Provision of event management services for the annual Mahika-Mahikeng arts and culture festival for a period of three (3) years.

- 1 The conditions contained in the General Conditions of Contract (GCC), the attached Terms of Reference, any other conditions accompanying the bid document and the conditions in the advertisement of this bid are applicable.
- 2 The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract, Terms of Reference, any other conditions accompanying the bid document and the conditions
- 3 Bid validity period is a period of 90 days.
- 4 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 and will be returned unopened.
- 6 It is imperative that the bid document be read carefully, completed in full and be signed. Queries can be directed to: Ms Sebolelo Pitso on 018 388 4136 (Supply Chain) **or Mr Neo Jobeta: 018 388 2814** (for specifications / terms of reference)
- 5 The Department reserves the right to call for presentations from shortlisted bidders before final selection.
8. ***A non –refundable fee of R500.00 (cash) is payable for this document at office No. 30, contact details: 018 388 2663- Gabomotho Building.***
9. ***The non-refundable fee does not apply to service providers who can download tender documents from the e-tender publication portal website***



- 10 All the documents accompanying this invitation to bid must be completed in detail and signed where applicable, and the

**First envelope** be clearly marked **UNPRICED** and the

**Second envelope** be clearly marked **PRICED and the name of service provider**  
**(A COMPLETED SBD1 MUST BE IN THIS ENVELOPE)** and

be deposited in the bid box before the closing date and time. The bid box is situated at

**DEPARTMENT OF ARTS, CULTURE, SPORT & RECREATION,  
760 DR JAMES MOROKA DRIVE,  
GAABOMOTHO BUILDING,  
MMABATHO.  
2735.**

## RETURNABLE DOCUMENTS

SHOULD ANY OF THE RETURNABLE DOCUMENTS NOT BE FULLY COMPLETED AND ATTACHED, YOUR BID WILL BE DISQUALIFIED (where documents submitted please indicate with yes)

| RETURNABLE DOCUMENT  | Attached (to be completed by the bidder) | Checked by Evaluation Committee |
|--|--|---------------------------------|
|  | Signature                                | Signature                       |
| 1. Cover page  |  |                                 |
| 2. SBD 1 <b>(to be in the PRICED ENVELOPE)</b>                       |  |                                 |
| 3. SBD 4: Declaration of interest form                               |  |                                 |
| 4. Terms of Reference  |  |                                 |
| 5. General Conditions of Contract<br>(Each page must be initialised) |  |                                 |
| 6. Valid Full CSD Report   |  |                                 |
| 7. Valid Tax Clearance Certificate /<br>Unique Pin issued by SARS    |  |                                 |
| 8. Valid B-BBEE Certificate or sworn<br>affidavit                    |  |                                 |
| 9. Company Profile   |  |                                 |
| 10. CIPC Certificate   |  |                                 |
| 11. Proposal   |  |                                 |



Ms T.F. NAPHAKADE  
DIRECTOR: SUPPLY CHAIN MANAGEMENT  
DATE 07/11/2022





## PART A INVITATION TO BID

|  |   |  |  |  |         |
|--|---|--|--|--|---------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>   |   |  |  |  |         |
| BID NUMBER:  | ACSR 119/2022NW   | CLOSING DATE:  | 11 DECEMBER 2022   | CLOSING TIME:  | 11h00   |
| DESCRIPTION  | PROVISION OF EVENT MANAGEMENT SERVICES FOR THE ANNUAL MAHIKA MAHIKENG ARTS AND CULTURE FESTIVAL FOR A PERIOD OF THREE YEARS |  |  |  |         |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>  |   |  |  |  |         |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX<br>SITUATED AT (STREET ADDRESS)   |   |  |  |  |         |
| 760 Dr JAMES MOROKA DRIVE  |   |  |  |  |         |
| GAABOMOTHO BUILDING  |   |  |  |  |         |
| MMABATHO 2735  |   |  |  |  |         |
| <b>SUPPLIER INFORMATION</b>  |   |  |  |  |         |
| NAME OF BIDDER   |   |  |  |  |         |
| POSTAL ADDRESS   |   |  |  |  |         |
| STREET ADDRESS   |   |  |  |  |         |
| TELEPHONE NUMBER   | CODE  |  | NUMBER   |  |         |
| CELLPHONE NUMBER   |   |  |  |  |         |
| FACSIMILE NUMBER   | CODE  |  | NUMBER   |  |         |
| E-MAIL ADDRESS   |   |  |  |  |         |
| VAT REGISTRATION NUMBER  |   |  |  |  |         |
|  |   | TCS PIN:   |  | OR   | CSD No: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No   |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |         |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?   |   |  |  |  |         |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX   | <input type="checkbox"/>  | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |  |  |         |
|  | <input type="checkbox"/>  | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |  |  |         |
|  | <input type="checkbox"/>  | A REGISTERED AUDITOR   |  |  |         |
|  |   | NAME:  |  |  |         |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |  |  |  |         |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?                           | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ANSWER PART B:3 BELOW] |         |
| SIGNATURE OF BIDDER  | .....   |  | DATE   |  |         |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)   |   |  |  |  |         |
| TOTAL NUMBER OF ITEMS OFFERED  |   | TOTAL BID PRICE (ALL INCLUSIVE)  |  |  |         |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>   |   |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>   |  |         |
| DEPARTMENT/ PUBLIC ENTITY  | ARTS, CULTURE, SPORTS & RECREATION  |  | CONTACT PERSON   | NEO JOBETA   |         |
| CONTACT PERSON   | SEBOLELO PITSO  |  | TELEPHONE NUMBER   | 018 388 2814   |         |
| TELEPHONE NUMBER   | 018 388 4136  |  | FACSIMILE NUMBER   | N/A  |         |
| FACSIMILE NUMBER   | N/A   |  | E-MAIL ADDRESS   | njobeta@nwpg.gov.za  |         |
| E-MAIL ADDRESS   | sgpitso@nwpg.gov.za   |  |  |  |         |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |  |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**





## 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 interest<sup>1</sup> 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.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.



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 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 8                               | 16                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating



issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 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.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

## 9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

## 9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)****DATE:** .....**ADDRESS** ..........  
.....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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.

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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](http://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)





arts, culture,  
sports & recreation

Department:  
Arts, Culture, Sports and Recreation  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



## **“TERMS OF REFERENCE”**

### **Provision of Event Management Services for the Annual Mahika Mahikeng Arts and Culture Festival for a period of three (3) years**

**Closing Date: 11 DECEMBER 2022**

**Time: 11H00**

**BID NUMBER: ACSR 119/2022NW**

**BID VALIDITY PERIOD: 90 DAYS**



**Head Office: GAABOMOTHO BUILDING**

**Physical Address : 760 Dr James Moroka**

**Drive: Gaabomotho Building**

**Telephone: 018 388 2814**

**Email: [njobeta@nwpg.gov.za](mailto:njobeta@nwpg.gov.za)**

## 1. INTRODUCTION

In a quest 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 events are meant to contribute to the Province's key strategic objectives that would be applicable to a particular event namely:

- A transformed, coherent and development focused Arts, Culture, Tourism and Heritage Sector.
- Nation building through effective social cohesion.
- Productive, diverse and inclusive Arts, Culture, Tourism and Heritage Sector.
- A sound governance fiscal management system.
- A professional and capacitated Arts, Culture, Tourism and Heritage Sector.

The North West Department of Arts, Culture, Sports & Recreation 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 North West Department of Arts, Culture, Sports & Recreation seeks to appoint a suitably qualified Events Management Service Provider that will provide a comprehensive events coordination and management services for the Mahika Mahikeng Arts and Culture Festival. The service provider should have the ability, capacity, infrastructure, experience and knowledge in order to manage Mahika Mahikeng Arts and Culture Festival for a period of three years (36 months).



### 3. BACKGROUND

The Department has in the past years delivered a successful Mahika Mahikeng Arts and Culture Festival which has grown significantly as a provincial flagship, and it is fast becoming one of the sought-after events in the calendar of the arts and culture industries. The festival was first launched in 2015.

The event has attracted more tourists to serve as catalyst for urban renewal and to increase tourism capacity of the destination to foster positive destination image, which contribute to general place marketing to animate specific attractions or areas.

The four (4) days festival will encompass, the jazz, gospel, hip- hop, comedy, street carnival, arts, and craft exhibition market (including sculptors, theatrical productions, food stalls, workshops and gala dinner)

### 4. APPLICABILITY

- This bid is applicable to the Department of Arts, Culture, Sports & Recreation
- It will be required of the awarded Mahika Mahikeng Arts and Culture Festival Management Service provider to plan, consult, organize and manage the Mahika Mahikeng Arts and Culture Festival through to its implementation in March 2023, December 2023, and December 2024.

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

- 09 – 11 March 2023
- 07 – 10 December 2023
- 05 – 08 December 2024

### 5. PRE-QUALIFYING CRITERIA

#### 5.1 First Stage

The prospective service providers are required to submit the following documents, two- envelope system (**functionality and priced bid**).

- 5.1.1 A Bid document for the Mahika Mahikeng Arts and Culture Festival will be completed and submitted to the Department of Arts, Culture, Sports & Recreation.
- 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 into the tender box.

**A- Unpriced Proposal (clearly marked PROPOSAL)**

**B- Priced bid (clearly marked PRICED)**

**5.2 Second stage**

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

The unpriced proposals will be evaluated for responsiveness and the bidder(s) who scored at least 70% on functionality for the proposal will be taken to the next stage of evaluation which is based on price and B-BBEE.

**5.3 Third stage**

The 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 qualifying on functionality evaluation criteria.

**6. POST AWARD REQUIREMENTS**

- The appointed service provider will be requested to attend a meeting with the Department of Arts, Culture, Sports & Recreation. Thereafter the appointed service provider can further engage the department on the implementation strategies for all the Mahika Mahikeng Arts and Culture festivals.

- The Department will subsequently approve the budget and give the approval for the work to commence on all the Mahika Mahikeng Arts and Culture Festivals.
- Continuous liaison between the Department and the appointed service provider will take place on regular basis as will be determined in the agreement between both parties.
- The appointed service provider will submit an event close-out report within ten (10) working days after the event.

## 7. ROLES AND RESPONSIBILITIES

The Department will be required to provide continuous support to the Events Management Company by approving and sign-off on all issues, guidance, and share required information with the company and provide funding for events the Department initiates.

The Events Management Company will be required to provide information regularly to the Department on all issues related to the event(s), make proposals to the Department on the best practice, ensure that cost-effectiveness is adhered to, ensure that a professional service is delivered to the Department, report on jobs created, inform the Department of all challenges experienced and be present at the events being organized on behalf of the Department.

It will be expected of the Events Management Company to report on potential risks. Upon appointment, a checklist will be discussed between the Department and the Events Management Company which will state risks which will be absorbed by the Events Management Company and which will be shared and transferred. A close out report should be provided by the Events Management Company.

## 8. TASK DESCRIPTION

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

|            |   |  |
|------------|---|--|
| <b>8.1</b> | <b>LIAISON</b>  |  |
| -          | Make contact with all possible stakeholders that may be involved in the events of the Department and the delegated official in the Department, in making sure that the event is run according to sound Events Management Standards for all arrangements of the events for a period of three (3) years.  |  |
| -          | Liaison with all the service providers on site on the days of the event.  |  |
| -          | Ensure that the Department representative is constantly informed of planning and that there is close co-operation with the delegated Departmental official on days of the events.   |  |
| -          | Presentations on progress should be made by the Events Management company when called to do so.   |  |
|            | One point of entry into the department will be applied. Approvals and direction is only given by the Department representative only. Liaison is therefore only between the service provider and the single Departmental representative and with no-one else.  |  |
| <b>8.2</b> | <b>LOGISTICAL REQUIREMENTS</b>  |  |
| -          | <p>Provide logistical arrangements for all events of the Department. Logistical arrangements may involve the following services and facilities:</p> <p>Sound;</p> <p>Audio-visual Screens;</p> <p>Staging as per the technical riders;</p> <p>Tents / Marquees;</p> <p>Shaded Stages / Raised platforms;</p> <p>Lecterns;</p> <p>Chairs;</p> <p>Tables;</p> <p>Water (bottles or sachets);</p> <p>Public Address System (PA system);</p> <p>Standby technical assistance;</p> |  |

|            |  |  |
|------------|--|--|
|            | <p>Power generator(s);</p> <p>Climate control, eg heating and cooling;</p> <p>Portable chemical toilets;</p> <p>Clearing and cleaning of site (before and afterwards);</p> <p>Signage;</p> <p>Enough and safe parking;</p> <p>Exhibition facilities;</p> <p>Catering at events;</p> <p>Site plans / layout; and</p> <p>Crowd control barriers.</p> |  |
| -          | It may be expected of the service provider to provide either all of the above in an event or a selection of the above.   |  |
| -          | Pictures of all implemented logistics should be submitted to the Departmental representative after the event.  |  |
| -          | Ensure the activation of Joint Operation Centers for all events and provide safety certification for all infrastructures erected for the event.  |  |
| <b>8.3</b> | <b>PHOTOGRAPHER AND VIDEOGRAPHER AT MAHIKA MAHIKENG FESTIVAL</b>   |  |
| -          | The service provider may be required to provide a photographer and a videographer at the festival.   |  |
| -          | It may be required of the photographer and videographer to be present at the event being organized on behalf of the Department.  |  |
|            | Pictures of all implemented logistics should be submitted to the Departmental representative   |  |
| <b>8.4</b> | <b>ENTERTAINMENT AT MAHIKA MAHIKENG FESTIVAL</b>   |  |
| -          | It should be noted that the service provider will be expected to provide a recommended line up to suit the Mahika Mahikeng Arts and Culture Festival and to achieve the objectives of the Department.  |  |
|            | It will be required of the service provider to appoint an artistic director for some events during the event   |  |
| -          | <p>It will be expected of them to:</p> <ul style="list-style-type: none"> <li>- co-ordinate the performance of these artists and groups on the day of the event;</li> </ul>  |  |

|   |  |  |
|---|--|--|
|   | <ul style="list-style-type: none"> <li>- be the liaison body between the Department and the artists before and after the event;</li> <li>- ensure proper transport, accommodation and catering arrangements are made for the performers;</li> <li>- handle all contracts, bookings, EFT payments and other administrative issues related to the artists' performances. It will be required of the service provider to pay performers or artists; and</li> <li>- the provision of dressing rooms.</li> </ul> <p>Departments will give approval of the final line-up to ensure it is relevant and consistent to the theme of the festival.</p> |  |
| - | The appointed company should ensure that rehearsals of all performers or artists take place the day before the event. All participants in the programme should take part in the rehearsals. A schedule of rehearsals should be provided to the Department.   |  |
| - | In some cases it will be required of the appointed company to appoint a stage manager to co-ordinate the performances.   |  |
| - | Profiles and CDs / DVDs of suggested artists should be provided to the Department to allow for an informed decision at all times.  |  |
| - | The appointed company should be able to accommodate suggested changes to the artist's line up at all times.  |  |
| - | It will be expected of the service provider to provide all technical requirements for performances as per the artists' technical riders.   |  |
| - | South African Music Rights Organization (SAMRO) costs should be included at all times for any cultural performance, sound and stage costs. A figure of 2% should be budgeted from the cultural performance fees, sound and stage only and transferred to SAMRO on behalf of the Department. Proof of payment should be provided to the Department.   |  |

|            |  |  |
|------------|--|--|
| <b>8.5</b> | <b>FESTIVALS AND EXHIBITIONS</b>   |  |
| -          | <p>The three (3) days festival will encompass, the jazz, gospel, hip- hop, comedy, street carnival, arts, and craft exhibition market (including sculptors, theatrical productions, food stalls, workshops and gala dinner)</p> <p>The following tasks would be required of the coordinator:</p> |  |
| -          | Provide a list of proposed productions with synopses to Departments for approval within one month after the appointment. Screening and rehearsals of the productions are regarded as an integral part thereof.   |  |
| -          | Take charge of all the necessary liaison with regard to the Festival and exhibition and the chosen production.   |  |
| -          | Take care of the programming for the festival and exhibition.  |  |
| -          | Source, book, liaise and pay for venues where the Festival and exhibition will be held.  |  |
| -          | Organize a Launch and cocktail function.   |  |
| -          | A Festival office should be set up by the Service provider. The address, telephone number and fax number of the office should be communicated to the departmental representative.  |  |
| <b>8.6</b> | <b>TOUR OPERATOR</b>   |  |
| -          | When required, a tour operator should be appointed to manage social excursions for and on behalf of the Department.  |  |
| -          | As a matter of respect and security, the tour operator is expected to undertake sufficient consultations with the relevant community structures at sites to be visited.  |  |



|            |  |  |
|------------|--|--|
| -          | The Tour Operator should make provision for a dry run to be attended by various stakeholders, i.e. security etc. It will also be expected of the tour operator to be at the sites to be visited by the delegates as he / she will be expected to provide relevant information where necessary. |  |
| -          | The Tour Operator should undertake all co-ordination and organizational arrangements related to the tour programme.  |  |
| <b>8.7</b> | <b>PROMOTIONAL ITEMS</b>   |  |
| -          | The service provider should provide for the design and production of a wide range of promotional items. Promotional items should have an Arts, Culture, Sports and Recreation look and feel. The logo of the Department should at all times appear on promotional items.                       |  |
| -          | All material must be delivered to the venue where the promotional items are required before the event.   |  |
| -          | All unused material is the property of the Department and must be returned to the Department.  |  |
|            | The Logo of the Department may not be used outside Department sanctioned events or promotional item.   |  |
| <b>8.8</b> | <b>INTERPRETERS, INTERPRETING EQUIPMENT, TRANSCRIPTION, TRANSLATION AND RAPORTEURS</b>   |  |
| -          | It will be expected of the service provider to ensure that consecutive and simultaneous interpreting are available at any conference organized by the Department, or where the need arise.   |  |
| -          | The service provider shall source the provision of all necessary equipment, for example, microphones, booths, headsets, etc., for interpreting in both the main hall and the specified number of breakaways.   |  |

|            |  |  |
|------------|--|--|
| -          | Two interpreters per language should be provided at all times. Sign Language Interpreters are also required. Only Accredited interpreters should be used at all times. Proof of accreditation to a professional body should be provided before the appointment is made.  |  |
| -          | It may be required of the service provider to translate certain documents for events of the Department or where the need arise. For example Conference Programmes.   |  |
| -          | It may be required of the service provider to provide a transcription service at events of the Department or where the need arise.   |  |
| -          | The service of rapporteurs and note taking may be required from companies for certain conferences and workshops.   |  |
| <b>8.9</b> | <b>SECURITY SERVICES FOR MAHIKA MAHIKENG FESTIVAL</b>  |  |
| -          | The appointed service provider will be required to appoint a safety officer.   |  |
| -          | Arrange for and organize a private security company, complaint and in good standing with PSIRA, to secure and control event site(s) before, during and after the events where it will be required.   |  |
| -          | Appoint a security liaison person to activate the Joint Operations Centre (JOC) and that could liaise with all security forces at all events, for e.g. State Security Services (SSA), the South African Police Services (SAPS), VIP Protection Unit, Presidential Protection Services (PPS), Public Order Police Services (POPS) units, Traffic Police, Emergency Medical Services (EMS), Ambulance Services and Fire Departments. |  |

|             |  |  |
|-------------|--|--|
| -           | It would also involve the attending of meetings with security forces on national, provincial and local level.  |  |
| -           | Ensure that security plans are drafted and distributed to the Departmental representative on time.   |  |
| -           | Take charge with the relevant security agencies on the days of the festival.   |  |
| -           | 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 in cash after the event.   |  |
| <b>8.10</b> | <b>CATERING</b>  |  |
| <b>A</b>    | <b>VIP Catering</b>  |  |
| -           | Organize and provide catering for invited guests at events. Catering will either consist of a buffet meal, a formal sit down with a plated meal or a cocktail menu including bottled water and soft drinks.        |  |
| <b>B</b>    | <b>Refreshment services during catering</b>  |  |
| -           | Bottled water should be used as an opportunity for the Department to brand itself and its institutions. Suggestions in this regard will be expected from the Events Management companies in events.                |  |
|             | Labeling food in terms of allergies should be provided.  |  |
|             | The service provider should as much as possible cater for all dietary requirements.  |  |
| <b>C</b>    | <b>Décor and Flower arrangements</b>   |  |
| -           | The service provider should ensure that all events are properly decorated with décor and flower arrangements. Décor should fit in with the Departmental Corporate Identity manual and overall event look and feel. |  |
|             | The Departments will provide guidance on the décor application for the event.  |  |

|             |  |  |
|-------------|--|--|
| <b>D</b>    | <b>Catering equipment</b>  |  |
| -           | 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. |  |
| <b>8.11</b> | <b>TRANSPORT AND MOBILISATION</b>  |  |
| -           | Take responsibility for the co-ordination of all parking arrangements on the days of the events.   |  |
| -           | Co-ordinate activities of service providers before and on the day of all the events.   |  |
| <b>8.12</b> | <b>ACCREDITATION, INVITATIONS AND RSVP</b>   |  |
| -           | Take responsibility of ushering and seating of invited guests at all events in consultation with the department.   |  |
| -           | Assist the Department representative in preparing the protocol arrangements for all events of the Department.  |  |
| <b>9.</b>   | <b>SUB- CONTRACTING</b>  |  |
| -           | Services should be contracted from SMME's in the Province and area where the event will take place where feasible.   |  |
| -           | All sub-contracting should be in line with Preferential Procurement Policies of Government   |  |
| <b>10.</b>  | <b>INFORMATION DOCUMENTS TO BE PROVIDED BY THE SERVICE PROVIDER</b>  |  |
| <b>11.</b>  | <b>FINANCIAL ARRANGEMENTS</b>  |  |
|             | The service provider shall provide a detail cost breakdown of the following:   |  |
| <b>11.1</b> | The service provider should keep record of all work done on each event. A prescribed template and schedule of reporting will be provided.                  |  |

|             |  |  |
|-------------|--|--|
| <b>11.2</b> | The service provider should note that cost effectiveness is a critical factor in the evaluation of bids. |  |
| <b>11.3</b> | Department will perform monitoring and evaluation functions during and after each event.                 |  |
| <b>11.4</b> | Pricing should be aligned to Government Cost Containment   |  |

## **12. Deliverables**

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

### **12.1 Planning Requirements:**

- 12.1.1 Event conceptualization that is aligned to audience development (attraction).
- 12.1.2 Grading of the Event.
- 12.1.3 To establish a fully functional office with its own personnel and resources.
- 12.1.4 Logistic planning and the coordination of the technical aspects prior to the event hosting, budget management, risk management and post event report.
- 12.1.5 To source and secure all venues.
- 12.1.6 Entering into agreement on behalf of the Department with tickets sales agencies for tickets sales, cash management and statistics report.
- 12.1.7 Enter into an agreement on behalf of the department with artists for all performances.
- 12.1.8 Fund raising strategy, provide plans and mechanism for raising additional funding and partners for the Festival.
- 12.1.9 Provision of a detailed marketing and promotional execution plans, marketing schedules, promotion schedule, media releases.
- 12.1.10 To provide a total management plan with regard to cleaning and waste management inside and outside all venues during the Mahika Mahikeng Arts and Culture Festival.
- 12.1.11 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.

- 12.1.12 To ensure that necessary permits are obtained which are required by law to run the festival / event.
- 12.1.13 Take out public liability insurance not less than R10m for the three-year events.

## **12.2 Implementation Requirement:**

- 12.2.1 Provision of onsite tickets sale booths and personnel.
- 12.2.2 Produce the festival programmes for invited guest and the public.
- 12.2.3 Preparation of safety files, site layout maps, attending meeting with the Joint Operations Committee (JOC) and receive signoffs.
- 12.2.4 Organizing of event security and emergency planning for a large scale event.
- 12.2.5 Produce a comprehensive public transport plan, park and ride, and secure parking at all venues.
- 12.2.6 Attend site inspection and dry run/pre-event arrangement to be conducted with departmental representatives.
- 12.2.7 Artists' management, booking of artists, programme directors/ MC's and to enter in contracts with all performers.
- 12.2.8 Payment of artists and any other related costs including their accommodation and travel and S&T's.
- 12.2.9 Technical Production Services, booking and setup of all necessary technical equipment: Stages, Sound, lighting, Audio Visual screens, standby power generator, and pyrotechnics.
- 12.2.10 Structure Management, booking and marquees, tents, podiums and platforms with strict compliance to all Health and Safety regulations.
- 12.2.11 Provide a proper power management plan, power generators, enough fuel on site and spills and fire management plan.
- 12.2.12 Provision of decor services to be compliant with the brand corporate identity.
- 12.2.13 Provision of the entire Festival Branding Materials.

- 12.2.14 Provision of catering arrangements for VIP, artists, crew and catering menus.
- 12.2.15 Provision of photography and videography services.
- 12.2.16 Development and management of the Festival website.
- 12.2.17 Fund-raising strategy provide plans and mechanism for raising additional funding and partners for the festival.
- 12.2.18 Provision of all compliance certificates; Structural Engineer certificates, Electrical Engineer certificates, Temporary structure certificates.
- 12.2.19 Provision of the event corporate gifts to be sourced within the province.
- 12.2.20 Strict adherence to specifications
- 12.2.21 Strict adherence to the Safety at Sports and Recreational Events Act: No 2, 2010.
- 12.2.22 Strict adherence to Basic Conditions of Employment Act
- 12.2.23 Strict adherence to prescribed minimum wages
- 12.2.24 Strict adherence to Occupational Health and Safety Act

### **12.3 Reporting Requirements:**

- 12.3.1 A post event report should be submitted within ten (10) 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.
- 12.3.2 The template for the post event report will be provided by the Department.
- 12.3.3 To provide the Department with the Festival Financial Report within ten (10) working days after the event.

### **13. SPECIAL CONDITIONS**

- 13.1 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



thirty (30) days of appointment submit proof of public liability insurance as prescribed.

13.2 The appointed service provider shall also the public liability insurance provide and thereafter maintain liability insurance in an adequate amount 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.

13.3 The appointed service provider shall, upon request, provide the Department with satisfactory evidence of the insurance required under this paragraph.

13.4 The appointed service provider shall establish a fully functional office, in Mahikeng within thirty (30) days after the award.

#### 14. EVALUATION CRITERIA

14.1 The evaluation process will be conducted in phases as follows

| Phase 1  | Phase 2  | Phase 3  |
|--|--|--|
| Administration requirements                          | Functionality  | Price and B-BBEE                                       |
| Compliance with mandatory and other bid requirements | Bids will be assessed to verify bidders capability and ability to execute the contract<br>Testing minimum of 70 points | Bids evaluated in terms of the 80/20 preference system |

## **Phase 1: ADMINISTRATIVE/ MANDATORY REQUIREMENT**

- 14.1.1 Cover page
- 14.1.2 SBD 1: Invitation to bid
- 14.1.3 SBD 4: Declaration of interest
- 14.1.4 SBD 6.1: Preference points claim form of the Preferential Points Claimed
- 14.1.5 CSD report reflecting compliant tax status, successful bank verification and ownership information, other companies involved in, etc
- 14.1.6 ID Copies of the shareholders
- 14.1.7 Valid B-BBEE Certificate
- 14.1.8 Company Profile (mandatory)
- 14.1.9 In bids where joint ventures / sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status (TCS) or PIN / CSD number.
- 14.1.10 Joint Ventures, Consortiums and Trusts
  - A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
  - 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.
  - Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury 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.

### 14.1.2 Phase 2: FUNCTIONALITY

Testing minimum criteria: 70 points for technical criteria will be based on the capacity of the events management to deliver.

| Criteria  | Weight | Scoring guideline                              | Value |
|---|--------|--|-------|
| <b>1. Relevant experience of the company in events management.</b> <ul style="list-style-type: none"> <li>Signed clients' reference letters indicating years of experience in undertaking large scale events and the description of work delivered as per scope of work to be attached.</li> </ul>  | 30%    | Company experience of more than 10 years       | 5     |
|   |        | Company experience of 8 - 9 years              | 4     |
|   |        | Company experience of 6 - 7 years              | 3     |
|   |        | Company experience 4 - 5 years                 | 2     |
|   |        | Company experience less than 3 years           | 1     |
| <b>* 2. Organisation and staffing.</b> <ul style="list-style-type: none"> <li>Singed letters from employer/s indicating relevant experience in events management. CV to be attached.</li> </ul> <p>(Cumulative years of experience of individual key personnel will be considered)</p>  | 25%    | Key personnel experience of more than 10 years | 5     |
|   |        | Key personnel experience of 8 - 9 years        | 4     |
|   |        | Key personnel experience of 6-7 years          | 3     |
|   |        | Key personnel experience 4 - 5 years           | 2     |
|   |        | Key personnel experience less than 3 years     | 1     |
| <b>3.Demonstrated capacity of service provider to perform the events management services.</b> <ul style="list-style-type: none"> <li><b>List of equipment</b> <ul style="list-style-type: none"> <li>Stages, Sound, lighting, standby power generator, Audio Visual screens</li> </ul> </li> <li><b>Vehicles :</b> <ul style="list-style-type: none"> <li>2 trucks and 3 bakkies</li> <li>Less than 3 bakkies and Less than 2 trucks</li> </ul> </li> </ul> <p>Verifiable proof of ownership or intent to lease agreement to be provided.</p> | 25%    | <b>List of equipment</b>                       |       |
|   |        | <b>Vehicles :</b>                              |       |
|   |        |  |       |
|   |        |  |       |

|  |     |          |   |
|--|-----|----------|---|
| 4. Bank rating (letter from the bank reflecting the code)<br><br>Confirmation letter of bank accountholder not acceptable. | 20% | Rating A | 5 |
|  |     | Rating B | 4 |
|  |     | Rating C | 3 |
|  |     | Rating D | 2 |
|  |     | Rating E | 1 |

\* Key personnel refer to officials involved in the day to day running of the company whose responsibilities include the following: general management, financial management, marketing management, logistics, etc.

- 14.1.2.1 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 14.1.2
- 14.1.2.2 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.
- 14.1.2.3 Only qualifying bids scoring a minimum of 70 points on functionality will be evaluated in terms of 80/20 preferential points system.

#### 14.1.3 Phase 3: 80/20 PREFERENTIAL POINTS SYSTEM

|                                       |            |
|---------------------------------------|------------|
| PRICE                                 | 80         |
| B-BBEE STATUS LEVEL: -                | 20         |
| <b>TOTAL POINTS FOR PRICE, B-BBEE</b> | <b>100</b> |

#### 15. CONTRACTUAL ARRANGEMENT

- 15.1 The appointed service provider will enter into a Service Level Agreement with the Department of Arts, Culture, Sports and Recreation 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 Department, and no copies of any document may be made, except with prior written approval from the Department.

- 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 numerically and orderly manner.

## 18. SUBMISSION OF BIDS DOCUMENTS

- 18.1 Bidders are advised to ensure that their bids are submitted on time.
- 18.2 Bidders should deposit their sealed and clearly marked (tender number) documents into the tender box available on the Ground Floor reception area by 11H00 at the address below:

Department of Arts, Culture, Sports and Recreation Gaabomotho Building,  
760 Dr. James Moroka Drive MMABATHO.

- 18.3 Bids received after the closing date and time will not be accepted for consideration. Bids documents should be submitted before 11H00 on the closing date.
- 18.4 There will be no briefing session.

## 19. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF DOCUMENTS

|   |
|---|
| Mr Neo Jobeta   |
| Tel: (018) 338 2814   |
| Email: <a href="mailto:njobeta@nwpg.gov.za">njobeta@nwpg.gov.za</a> |
|   |
| Ms Sebolelo Pitso   |
| Tel: (018) 388 4136   |
| Email: <a href="mailto:sgpitso@nwpg.gov.za">sgpitso@nwpg.gov.za</a> |

- 19.2 The department reserves the right to approve or not to approve the appointment of the service provider.

SUBMITTED BY



MR T.A. MABE  
CHIEF DIRECTOR: ACLA  
DATE: 07/11/2022

RECOMMENDED



MR S. SEBOLEWE  
CHAIRPERSON: BID SPECIFICATION COMMITTEE  
DATE: 07/11/2022

APPROVED / ~~NOT APPROVED~~



Mr. I. MOGOROSI  
HEAD OF DEPARTMENT  
DATE: 7/11/2022

TOR for Provision of Events Management  
Services for Annual Mahika Mahikeng Arts  
& Culture Festival