



**the premier**

Office of the Premier  
FREE STATE PROVINCE

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**REQUEST FOR BIDS: APPOINTMENT OF A SERVICE PROVIDERS FOR  
EVENTS MANAGEMENT SERVICES FOR PERIOD OF THIRTY-SIX (36)  
MONTHS**

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***REQUEST FOR BID NUMBER: OTP001-26/27***

**OFFICE OF THE PREMIER**

**CLOSING DATE: 29 May 2026**

**TIME: 11:00**

**VALIDITY PERIOD: 90 DAY**

**NB: All bidders must indicate their names and CSD Registration number:**

**NAME OF COMPANY / FIRM: .....**

**MAAA: .....**

## BID SUBMISSION CHECKLIST

Bidders are required to complete the following checklist and to submit it with their bids:

		COMPLIANT? (TICK <input type="checkbox"/> IN APPROPRIATE BOX <input type="checkbox"/>	
NO	REQUIREMENT	YES	NO
<b>1</b>	<b>SECTION 1</b>		
1.1	Standard Bidding Documents:		
SBD 1	Invitation - (Fully completed and signed)		
SBD 3.1	Pricing schedule – Firm prices		
SBD 3.2	Pricing schedule – Non-Firm Prices		
SBD 4	Declaration Of Interest - (Fully completed and signed)		
SBD 6.1	Specific Goals Points Claim Form in terms of the Preferential Procurement Regulations 2022 - (Fully completed and signed)		
<b>2</b>	<b>SECTION 2</b>		
2.1	Special Conditions of Contract (SCC)		
<b>3.</b>	<b>Section 3</b>		
3.1	General Conditions of Contract (SCC)		
<b>4.</b>	<b>Annexures</b>		
4.2	Joint Venture or a Consortium Agreement to be completed		

# **SECTION 1**

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FREE STATE DEPARTMENT OF PREMIER			
<b>BID NUMBER:</b>	<b>OTP001-26/27</b>	CLOSING DATE: 29 May 2026	11: 00 AM
DESCRIPTION	<b>REQUEST FOR BID: APPOINTMENT OF SERVICE PROVIDERS FOR EVENTS MANAGEMENT SERVICES FOR PERIOD OF THIRTY-SIX (36) MONTHS</b>		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
OR TAMBO HOUSE, MAIN ENTRANCE, GROUND FLOOR OFFICE OF THE PREMIER BOX			
Ground Floor, OR Tambo House, Cnr Markgraaff & St Andrews Streets Bloemfontein			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	<b>D Gcwili</b>	CONTACT PERSON	<b>P Sesedinyane</b>
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	<a href="mailto:tenders@fspremier.gov.za">tenders@fspremier.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:tenders@fspremier.gov.za">tenders@fspremier.gov.za</a>
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
I. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	II. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

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

DATE: .....

**PRICING SCHEDULE – FIRM PRICES  
(SERVICE)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

<b>NAME OF BIDDER:</b> _____		<b>BID NUMBER: OTP001-26/27</b>
<b>CLOSING TIME: 29 May 2026</b>		<b>VALIDITY PERIOD: 90 DAYS</b>
<b>ITEM</b>		<b>BID PRICE IN RSA CURRENCY (UNIT PRICE (INCLUDING VAT AND DELIVERY))</b>
<b>1.</b>	<b>BREAKFAST</b>	<b>COST PER PERSON</b>
<b>1.1</b>	<b>English Breakfast</b>  Eggs (boiled/ scrambled/ poached or baked) Bacon/Fish Cakes  Sausage (beef/pork/chicken or lamb) Roasted Tomato  Toasted Bread/plain (white and/or brown/whole grain or low GI)  Cereals/Soft porridge  Fresh Fruit Salad  Yoghurt (250ml) assorted  Tea  Coffee (caffeinated/de- caffeinated)  100% Juice 500ml bottle screw topped (assorted)  500ml Bottled Water	

1.2	<p><b>Morning Tea</b></p> <p>Tea</p> <p>Coffee (caffeinated/de-caffeinated)</p> <p>100% Juice 500ml bottle screw topped or can 340ml juice (assorted)</p> <p>500ml Bottled Water screw topped</p> <p>Sugar (brown, white or sweetener) honey, lemon slices</p> <p>Milk Full Cream/2% Low Fat/Fat Free/Coffee creamer</p> <p>Variety of Fresh Fruit</p> <p>Cheese pre-sliced and spreads</p> <p>Savory and sweet muffins (variety)</p> <p>Wrapped Toothpicks</p> <p>Serviettes</p> <p>Cutlery and Crockery</p>	
2.	<b>LUNCH</b>	
2.1	<p><b>Starter: A choice of one plus a vegetarian option</b></p> <p>Chicken salad</p> <p>Chicken livers</p> <p>Fish on a bed of lettuce</p>	
2.2	<p><b>Main Course (1):</b></p> <p>Savory Rice/Plain Rice</p> <p>Roasted Chicken (1/4 chicken breast/leg)</p> <p>Lamb Chops (2 chops) best-end</p> <p>Creamed Spinach with Feta</p> <p>Butternut (roasted with cinnamon)</p> <p>Greek Salad</p>	

	Pasta Salad  100% Juice 500ml bottle screw topped or can 340ml juice (assorted)  500ml Bottled Water screw topped	
<b>2.3</b>	<b>Main Course (2):</b>  Savory Rice/Plain Rice  Lamb Chops (2 chops) best-end  Butternut (roasted with cinnamon)  Greek Salad  100% Juice 500ml bottle screw topped or can 340ml juice (assorted)  500ml Bottled Water screw topped	
<b>2.4</b>	<b>Main Course (3)</b>  Boerewors  Pork Chops (2 chops) best-end / Beef  Chicken Kebabs  2 Salads (various)  Sauces  Garlic Bread or Garlic Rolls or porridge  100% fruit Juice (various)  Soft Drinks fizzy (Assorted flavours)  500ml Bottled Water screw topped  Packaging included (plastic cutlery included)	
	<b>DESSERT</b>	
<b>2.5</b>	<b>One of the following:</b>	
	Malva pudding with Custard	
	Cheesecake/Lemon Cheesecake	
	Fresh Fruit Salad	

<b>3.</b>	<b>DINNER</b>	
<b>3.1</b>	<p><b>Starter: One</b></p> <p>Chicken salad</p> <p>Chicken livers</p> <p>Fish on a bed of Lettuce</p> <p>Soup (vegetable soup with cocktail bun)</p>	
<b>3.2</b>	<p><b>Main Course:</b></p> <p>Savory Rice/Plain Rice</p> <p><b>Two of the following meats:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Fish (fried/grilled) Tartare sauce</li> <li><input type="checkbox"/> Roasted Beef with gravy</li> <li><input type="checkbox"/> Roasted Chicken (1/4 chicken breast/leg)</li> <li><input type="checkbox"/> Lamb Chops (2 chops) best-end</li> </ul> <p><b>Two of the following salads:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Potato Salad</li> <li><input type="checkbox"/> Red Kidney Bean</li> <li><input type="checkbox"/> Greek Salad with Feta Cheese (Salad dressing separate)</li> <li><input type="checkbox"/> Pasta Salad</li> </ul> <p><b>Two of the following vegetables:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Roasted Vegetables</li> <li><input type="checkbox"/> Green beans with Potatoes</li> <li><input type="checkbox"/> Butternut (roasted with cinnamon)</li> </ul>	

	<p>☐ Creamed Spinach with Feta</p> <p>100% Juice 330ml</p> <p>500ml bottle screw topped</p> <p>Can 340ml juice (assorted)</p>	
<b>3.3</b>	<b>MASS CATERING</b>	
<b>3.3.1</b>	<p><b>Healthy pre-pack Meal</b></p> <p>1 White and 1 Brown bread Roll (individually wrap)</p> <p><b>Fillings:</b> Ham and Cheese or Peanut butter and Jam or Chicken and Mayonnaise</p> <p>2 x Fruit in season</p> <p>100% Juice 500ml bottle screw topped or can 340ml juice (assorted)</p> <p>500ml Bottled Water screw topped</p> <p><b>Packaging:</b> Brown paper bag and bread wrap separately</p> <p><b>Delivery:</b> Cold chain must be maintained</p>	
<b>3.3.2</b>	<p><b>Meal (Lunch)</b></p> <p><b>2x Piece – Chicken</b></p> <p>1 White and 1 Brown bread Roll (individually wrap)</p> <p>2 x Fruit in season</p> <p>100% Juice 500ml bottle screw topped or can 340ml juice (assorted)</p>	
<b>3.3.3</b>	<p><b>Platter for 10 people</b></p> <p>Cocktail chicken kebabs, spareribs, cheese sausages, cocktail pizza, butterfish strips served with sauce, drumsticks.</p> <p>Fizzy drink 330ml/ 100% flavored juice</p> <p>500ml bottled water</p>	

3.3.4	<p><b>Light snack – Executive only</b></p> <p>50g salted peanuts</p> <p>50g dried fruit mix</p> <p>3 x cocktail buns (individually wrapped) fillings, ham and cheese, peanut butter and jam</p> <p>1 x fresh fruit in season</p> <p>1x pack of dried chips</p> <p>Biltong 100g</p> <p>100% 500 ml juice screw top bottle</p> <p>500ml bottled water</p> <p><b>Packaging:</b> Prepack in brown paper bag / platter</p> <p><b>Delivery:</b> Cold chain to be maintained.</p>	
3.4	<b>OPTIONAL</b>	
3.4.1	Vegetable Soup served with bread	
3.4.2	Vegetarian meals	
3.4.3	Hallal meals	
3.4.4	<p>500ml Mineral Water (still)</p> <p>500ml Sparkling Water</p>	

4.	AUDIO VISUALS	PRICE (INCLUDING VAT)		
		Up to 1000 people	Above 1000 – 5000 people	5000-10000 people
	DESCRIPTION			
4.1	PA System for indoors			
4.2	Sound system for indoors with backline for a live band			
4.3	PA system for outdoors			
4.4	Sound system for outdoors with backline for a live band			
4.5	1 x Data Projector and Screen			
4.6	1 x Data Projector and Screen, Camera and Technician (indoors)			
	1 x Data Projector and Screen, Camera and Technician (outdoors)			
4.7	2 x Data Projector and Screens, Cameras and Technician (indoors)			
	2 x Data Projector and Screens, Cameras and Technician (outdoors)			
4.8	Plasma Screen (size) 19 and 32 inches in size			
	33 to 46 inches in size			
	47 to 63 inches in size			
	64 to 80 inches in size			
	Outdoor Screen (size) 10m <sup>2</sup>			
	16m <sup>2</sup>			
	29m <sup>2</sup>			

	40m <sup>2</sup>		
4.9	Basic Lighting for Tent		
4.10	Cordless Microphone		
4.11	Lapel Microphone		
4.12	Smoke Machine		
4.13	<b>Generator/Backup Power</b>		
	Generator/Backup Power 6.5kva		
	Generator/Backup Power 25kva		
	Generator/Backup Power 110kva		
	Generator/Backup Power 125kva		
	Generator/Backup Power 185kva		
<b>4.14 Stage Indoor Stages (Platforms (300cm))</b>			
4.14.1	4m x 6m		
4.14.2	6m x 8m		
<b>Indoor Stages (500mm/750mm Height)</b>			
4.14.3	4m x 6m		
4.14.4	6m x 8m		
4.14.5	6m x 10m		
4.14.6	8m x 14m		
<b>Outdoor Stages with Roof (1m/2m Height)</b>			
4.14.7	8m x 10m		
4.14.8	10m x 8m		
4.14.9	10m x 12m		
4.14.10	12m x 14m		
4.14.11	Disable Ramp		
4.14.12	Stairs		
4.14.13	Handrails		

<b>4.15</b>	<b>Air conditioners or Industrial Fans</b>		
	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>UNIT PRICE INCLUDING VAT</b>
<b>5.</b>	<b>SEATING AND TABLES</b>		
5.1	Aki Chairs	White	
5.2	Bank guet Chairs	Blue	
5.3	Riviera Chairs	White	
5.4	Cheeky Bar Stool	Silver with Crome Seat	
5.5	Z-Bar Stool	Silver with Black Seat	
5.6	Tub Chairs	Black, Red, White, Brown & Blue	
5.7	One-Seater Couches	Black	
5.8	Two-Seater Couches	Black, Red, White & Brown	
5.9	Three-Seater Couches	Black, Red, White & Brown	
5.10	Ottomans	White/Black	
5.11	Round Table	Super wood Top	
5.12	Steel Rectangular Table	Super wood Top	
5.13	Wooden Rectangular Table	Steel Top	
5.14	Half Round Table	Super wood Top	
5.15	Conference Table	Oak Finish Top	
5.16	High Cocktail Table	Rust/Wooden	
5.17	Low Cocktail Table	Rust/Wooden	
5.18	Sherry	Wooden Top	
5.19	High Cocktail Table	Aluminum Top	
5.20	Coffee Table	Black/Brown with glass Top	

<b>6.</b>	<b>DRAPING</b>	<b>PRICE PER M INCLUDING VAT</b>	
6.1	Full Roof Draping		
6.2	Strip Draping		
6.3	Sides/Scaping Only		
6.4	Free Standing Draping		
<b>7.</b>	<b>ABLUTION FACILITIES (Fully serviced)</b>	<b>Price per Unit INCLUDING VAT</b>	
7.1	Non-Flush Toilets		
7.2	Flush Toilets		
7.3	Executive Portable		
7.4	Trailer Unit		
7.5	Toilets for persons with disabilities (different catagories)		
<b>8.</b>	<b>DECORATING</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
	<b>CANDLES</b>		
<b>8.1</b>	<b>Altar Candles</b>	<b>15cm White</b>	
	Altar Candles	15cm Gold	
	Altar Candles	25cm White	
	Altar Candles	35 cm White	
<b>8.2</b>	<b>Pillar Candles</b>	<b>15cm White</b>	
	Pillar Candles	25cm White	
	Pillar Candles	35cm White	
	Pillar Candles	50cm White	
	Pillar Candles	65cm White	
	Pillar Candles	80cm White	

	Pillar Candles	1m White	
<b>8.3</b>	<b>Ball Candles</b>	<b>12cm White</b>	
	Ball Candles	12 cm Gold	
	Ball Candles	15cm White	
	Ball Candles	17cm White	
	Ball Candles	20cm White	
	Ball Candles	20cm Gold	
	Ball Candles	25cm White	
<b>8.4</b>	<b>Square Candles</b>	<b>15cm White</b>	
	Square Candles	25cm White	
	Square Candles	35cm White	
<b>8.5</b>	<b>Floating Candles</b>	<b>Pool</b>	
	Floating Candles	Small	
	Floating Candles	Medium	
	Floating Candles	Large	
	Floating Candles	Dinner Candle	
<b>8.6</b>	<b>Candelabra</b>	<b>90cm</b>	
	Canadelabra	30cm	
<b>8.7</b>	<b>Astra Silver Square Container</b>	<b>15cm</b>	
	Astra Silver Square Container	25cm	
	Astra Silver Square Container	1m	
<b>9.</b>	<b>CENTRE PIECES (URNS)</b>		
		<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
<b>9.1</b>	<b>Silver Pewter Urn</b>	<b>Trumpet</b>	
	Silver Pewter Urn	Large	

	Silver Pewter Urn	Medium	
	Silver Pewter Urn	Small	
	Silver Pewter Urn	X Small	
	Silver Urn	X Large	
	Silver Urn	Large	
	Silver Urn	Medium	
	Silver Urn	Small	
	Candelabra	90cm	
	Candelabra	30cm	
<b>10.</b>	<b>CENTRE PIECES (GLASS)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
<b>10.1</b>	<b>Cone Stand &amp; Vass</b>	90cm	
	Cone Stand & Vass	1.2m	
	Cone Stand & Vass	1.6m	
<b>10.2</b>	<b>Glass</b>	Rose Vase	
	Glass	Tall Chalice Vase	
	Glass	Julie Vase	
	Glass	Martini Vase	
	Glass	Eve Bowls	
	Glass	Flat Round Bowl	
	Glass	Rose Bowl (Large)	
	Glass	Rose Bowl (Medium)	
	Glass	Rose Bowl (Small)	
<b>10.3</b>	<b>Square Glass Holder</b>	7cm	
	Square Glass Holder	10cm	
	Square Glass Holder	15cm	
	Square Glass Holder	25cm	

10.4	Mirror	10cm	
10.5	Long Holder	10x35x8cm	
10.6	Double Bowl		
10.7	Manda & Stand		
10.8	Half Moon Stand		
10.9	Wavy Edged Bowl		
10.10	Glass Cake Stand		
10.11	Stand		
10.12	V-Bowl		
10.13	T-Light Holder		
	Dinner Candle Holder		
10.14	White Bowl		Large
	White Bowl	Medium	
	White Bowl	Small	
10.15	Bottle		
10.16	Bell		
10.17	Storm Lantern	Large	
	Storm Lantern	Small	
<b>11.</b>	<b>CENTRE PIECE (RUSTED)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
11.1	Rusted Pillars	1.2m Lattice Pillar	
	Rusted Pillars	1.6m Lattice Pillar	
	Rusted Pillars	Pyramid Stand	
<b>12.</b>	<b>TABLE STAND (RUSTED)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
12.1	Table	Table Africa Stand	
	Table	Table Crystal Stand	

	Table	Lapa Stand	
	Table	Horizon Folding Stand	
	Table	Snake Stand	
	Table	Fruit Bowl	
	Table	Bird's Nest	
	Table	Rusted Flower	
	Table	Handbag & Shoe	
	Table	Wooden Tray	
	Table	Bronze Lantern	
	Table	Italian Urn	
<b>13.</b>	<b>FLOOR STANDS (RUSTED)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
13.1	Floor	Floor Africa Stand	
	Floor	Floor Crystal Stand	
	Floor	Guest List Stand	
	Floor	Horizon Pulpit	
	Floor	2-Bucket Stand	
	Floor	5 Candle Cream Stand	
	Floor	Bird Cage Stand	
	Floor	Garden Lantern	
	Floor	Wooden Pulpit	
	Floor	French Cream Confetti Stand	
	Floor	C Stand	
	Floor	Jewish Altar Stand	
	Floor	Flower Stand	
	Floor	Clasical Stand	

	Floor	8 Candle Stand	
	Floor	5 Candle Stand	
	Floor	Bicycle	
	Floor	Stand with baskets	
<b>14.</b>	<b>PILLARS</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
14.1	White Cream Pillars	90cm	
	White Cream Pillars	1.2m	
	White Cream Pillars	1.6m	
<b>15.</b>	<b>GENERAL TABLE STANDS</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
15.1	Table	Wooden Latern	
	Table	Square Wooden Tray	
15.2	Washed Terracotta Pot	Small	
	Washed Terracotta Pot	Large	
15.3	Table	French Cream Candelabra	
	Table	French Cream Cone Stand	
	Table	4 Candle Cream Stand	
	Table	Envelope Holder	
	Table	New French Squares	
15.4	French Latern		
15.5	Black Table	C-Stand	
	Black Table	Small Konka	
	Black Table	Large Konka	
	Black Table	Outdoor Konka	
	Black Table	8 Candle Round Holder	

	Black Table	Church Stand	
<b>16.</b>	<b>GENERAL</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
16.1	Confetti Basket		
16.2	Wire Basket		
16.3	Crystal Bunch		
16.4	Wooden Braiden Ring	X Small	
	Wooden Braided Ring	Small	
	Wooden Braided Ring	Medium	
	Wooden Braided Ring	Large	
16.5	Wooden Vine Basket	Small	
	Wooden Vine Basket	Large	
16.6	Photo Frame Talbe Numbers		
<b>17.</b>	<b>CROCKERY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
17.1	Plates	Buffet	
	Plates	Dinner	
	Plates	Side	
	Plates	Dessert	
	Plates	Mug	
17.2	Square Plates	Dinner	
	Square Plates	Side	
	Square Plates	Dessert	
	Square Plates	Cup & Saucer	
17.3	Silver Border Plates	Dinner	
	Silver Border Plates	Side	
	Silver Border Plates	Dessert	

	Silver Border Plates	Cup & Saucer	
17.4	Arco Plates	Dinner	
	Arco Plates	Breakfast	
	Arco Plates	Side	
	Arco Plates	Dessert	
	Arco Plates	Starter	
	Arco Plates	Cup & Saucer	
17.5	Glasses	Red/White Wine	
	Glasses	Champagne	
	Glasses	Hi Ball	
	Glasses	Zombi	
	Glasses	Goblet	
	Glasses	Beer	
	Glasses	Tot	
	Glasses	Sherry	

<b>18.</b>	<b>GENERAL GLASSWARE</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
18.1	Crystal Red Wine		
	Crystal White Wine		
	Crystal Champagne		
	Crystal Sherry		
18.2	Long Flute		
18.3	Martini		
18.4	Teardrop Pilsner		
18.5	Jug		

	Big Jug		
	Silver Jug		
18.6	Salad Bowl Glass	Small	
	Salad Bowl Glass	Medium	
	Salad Bowl Glass	Large	
18.7	Salad Bowl White	Small	
	Salad Bowl White	Medium	
	Salad Bowl White	Large	
18.8	White & Glass	Medium	
<b>19.</b>	<b>MISCELLANEOUS CROCKERY</b>	<b>UNIT PRICE INCLUDING VAT</b>	
19.1	Salt & Pepper Set		
	Silver Salt & Pepper Set		
19.2	Pate Bowl		
19.3	White Carafe		
19.4	Tray		
19.5	Sugar Bowl		
19.6	Milk Jug		
19.7	Coffee & Tea Pot		
19.8	Ice Bucket		
	Ice Bucket with Stand		
	Perspex Ice Basket		
19.9	Chafing Dish		
19.10	Punch Bowl		
<b>20.</b>	<b>ELOFF CUTLERY</b>	<b>UNIT PRICE INCLUDING VAT</b>	
20.1	Fork		

20.2	Knife	
20.3	Soup & Dessert Spoon	
20.4	Fish & Dessert Fork	
20.5	Fish & Dessert Knife	
20.6	Cake Fork	
20.7	Teaspoon	
20.8	Steak Knife	
<b>21.</b>	<b>IMPULSE &amp; ROYALTY CUTLERY</b>	<b>UNIT PRICE INCLUDING VAT</b>
21.1	Fork	
21.2	Knife	
21.3	Soup & Dessert Spoon	
21.4	Fish & Dessert Fork	
21.5	Fish & Dessert Knife	
21.6	Cake Fork	
21.7	Teaspoon	

<b>22.</b>	<b>GENERAL (CUTLERY)</b>	<b>UNIT PRICE INCLUDING VAT</b>
22.1	Cake Lifter	
22.2	Wedding Cake Knife	
22.3	Serving Spoon	
22.4	Salad Server	
22.5	Carving Knife	
22.6	Carving Fork	
22.7	Tong	

<b>23.</b>	<b>UNDERPLATES</b>	<b>UNIT PRICE INCLUDING VAT</b>			
23.1	Silver				
23.2	Pewter Silver				
23.3	Stainless Steel Silver				
23.4	Embossed Silver				
23.5	Gold				
23.6	Gold Square				
23.7	Bronze				
23.8	Bronze Gold				
23.9	Black				
<b>24.</b>	<b>GLASS DISKS (UNDERPLATES)</b>	<b>30cm</b>	<b>40cm</b>	<b>50cm</b>	<b>90cm</b>
24.1	Underplate				
24.2	Square Mirror (50x40cm)				
<b>25.</b>	<b>LINEN &amp; TABLE CLOTHS</b>				
25.1	Mini Matt Table Cloths	3m Round			
	Mini Matt Table Cloths	2.7m x 1.5m Long			
25.2	Linen Serviette				
25.3	Frill				
<b>26.</b>	<b>DAMASK TABLE CLOTHS</b>				
26.1	Round	3 m			
26.2	Long	3.2x2. 4m			
26.3	Serviette				
<b>27.</b>	<b>VELVET TABLECLOTHS</b>				
27.1	Round Table cloths	3 x 3cm			
27.2	Square Table cloths	3 x 3cm			

<b>28.</b>	<b>OVERLAYS</b>				
28.1	Organza Table Cloth				
28.2	Organza Square				
28.3	Square Material				
28.4	Organza Chairbinder				
28.5	Africa Print Overlays				
28.6	Runner				
28.7	Organza Runner				
<b>29.</b>	<b>CHAIR COVERS</b>				
29.1	Stretch Chair Covers				
<b>30.</b>	<b>TABLES &amp; CHAIRS</b>				
30.1	Round Table				
30.2	Long Wooden Table	2.4m x 2 m			
30.3	Long Steel Table				
30.4	Half Round Table				
30.5	Plastic Chair				
30.6	Cocktail Table				
30.7	Cherry Table				
30.8	Wimbledon Chair				
<b>31.</b>	<b>CAKE STANDS</b>				
31.1	Glass Stands				
31.2	Square Silver Stand				
31.3	Round Silver Stand				
31.4	Round Pewter Cake Stand				
31.5	Pewter Cake Stand on Pedastal				
<b>32.</b>	<b>MISCELLANIOUS</b>				
32.1	Arch				

32.2	Gas Heater					
32.3	Gazebo					
32.4	Red Carpet					
32.5	Umbrella					
32.6	Fire Extinguishers					
32.7	Bamboo Baskets					
<b>33.</b>	<b>COUCHES</b>					
33.1	Chair					
33.2	Leather Couch (2 seater)					
33.3	Cushion					
33.4	Ottoman					
<b>34.</b>	<b>MARQUEE TENT</b>	<b>M<sup>2</sup></b>	<b>Price/M<sup>2</sup></b>	<b>Wooden Flooring</b>	<b>Carpet Tiles</b>	<b>Totals</b>
<b>34.1</b>	<b>Sizes: 6m Frames</b>					
	6m x 3m	18				
	6m x 6m	36				
	6m x 9m	54				
	6m x 12m	72				
	6m x 15m	90				
	6m x 18m	108				
	6m x 21m	126				
	6m x 24m	144				
	6m x 27m	162				
	6m x 30m	180				
	6m x 33m	198				
	6m x 36m	216				
	6m x 39m	234				

	6m x 42m	252				
<b>34.2</b>	<b>Sizes: 9m Frames</b>	<b>M<sup>2</sup></b>	<b>Price/M<sup>2</sup></b>	<b>Wooden Flooring</b>	<b>Carpet Tiles</b>	<b>Totals</b>
	9m x 3m	27				
	9m x 6m	54				
	9m x 9m	81				
	9m x 12m	108				
	9m x 15m	135				
	9m x 18m	162				
	9m x 21m	189				
	9m x 24m	216				
	9m x 27m	243				
	9m x 30m	270				
	9m x 33m	297				
	9m x 36m	324				
	9m x 39m	351				
	9m x 42m	378				
	9m x 45m	405				
	9m x 48m	405				
	9m x 51m	459				
	9m x 54m	486				
	9m x 57m	513				
	9m x 60m	540				
	9m x 63m	567				
	9m x 66m	594				
	9m x 69m	621				
	9m x 72m	648				

	9m x 75m	675				
	9m x 78m	702				
	9m x 81m	729				
	9m x 84m	756				
	9m x 87m	783				
	9m x 90m	810				
	9m x 93m	1647				
<b>34.3</b>	<b>Sizes: 12m Frames</b>	<b>M<sup>2</sup></b>	<b>Price/M<sup>2</sup></b>	<b>Wooden Flooring</b>	<b>Carpet Tiles</b>	<b>Totals</b>
	12m x 6m	72				
	12m x 9m	108				
	12m x 12m	144				
	12m x 15m	180				
	12m x 18m	216				
	12m x 21m	252				
	12m x 24m	288				
	12m x 27m	324				
	12m x 30m	360				
	12m x 33m	396				
	12m x 36m	432				
	12m x 39m	468				
	12m x 42m	504				
	12m x 45m	540				
	12m x 48m	576				
	12m x 51m	612				
	12m x 54m	648				
	12m x 57m	684				

	12m x 60m	720				
<b>34.4</b>	<b>Sizes: 15m Frames</b>	<b>M<sup>2</sup></b>	<b>Price/M<sup>2</sup></b>	<b>Wooden Flooring</b>	<b>Carpet Tiles</b>	<b>Totals</b>
	15m x 9m	135				
	15m x 12m	180				
	15m x 15m	225				
	15m x 18m	270				
	15m x 21m	315				
	15m x 24m	360				
	15m x 27m	405				
	15m x 30m	450				
	15m x 33m	495				
	15m x 36m	540				
	15m x 39m	624				
	15m x 42m	630				
	15m x 45m	675				
	15m x 48m	720				
	15m x 51m	765				
	15m x 54m	810				
	15m x 57m	855				
	15m x 60m	900				
<b>34.5</b>	<b>Sizes: 24m Frames</b>	<b>M<sup>2</sup></b>	<b>Price/M<sup>2</sup></b>	<b>Wooden Flooring</b>	<b>Carpet Tiles</b>	<b>Totals</b>
	24m x 15m	360				
	24m x 24m	576				
	24m x 33m	792				
	24m x 42m	1008				
	24m x 51m	1224				

	24m x 60m	1440			
<b>35.</b>	Compliance Certificate			<b>Price/M</b>	
	Compliance with the Safety at Sports and Recreational Events Act No.2/2010 and Regulations relating to the issuing of compliance certificates.				
<b>36.</b>	Collapsible physical barriers (speed fencing)				
<b>37.</b>	Event and Site signage as required by Safety at Sports and Recreational Events Act No.2/2010 and Regulations				
<b>38</b>	Waste Removal Containers/Bins			120/liter refuge bin on wheels with flip lit	
	Waste Removal Containers/Bins				
<b>39</b>	Signage			<b>Price/ Unit</b>	
	Directional and location signs, Steel frame (e.g. property for sale)				
<b>40</b>	Security/Marshalls			<b>Costing/hour</b>	
	Security/Marshalls				
<b>41</b>	<b>Crew Member costs</b>				
	Sleep over cost when setting up tents			/per day	
<b>42</b>	<b>Delivery Costs/Transportation of tents</b>				
	Inside Bloemfontein				
	Outside Bloemfontein				
	Freight Liners			/km	
	Other trucks			/km	
<b>ITEM NO</b>	<b>DESCRIPTION</b>		<b>PRICE (INCLUDING VAT)</b>		
<b>43</b>	<b>Cold Rooms (Mobile Refrigerator)</b>				
	6m x 3m				
	3m x 2m				

	4m x 2m	
	2m x 1m	
<b>44</b>	<b>STRETCH TENTS</b>	
	Accommodating 50 people	
	Accommodating 100 people	
	Accommodating 150 people	
<b>45</b>	<b>Renting of Jumping Castles</b>	
	6m x 4m	
<b>46</b>	<b>Renting of Slides</b>	
	8m x 10m (Age 5-13yr)	
	<b>Grand Total</b>	<b>R</b>
	<b>Management Fee</b>	
<b>47</b>	<b>Additional Items</b>	<b>COSTING PER ITEM TO BE ADDED SUPPLIERS MUST SUBMIT THE THREE (3) QOUTES AND UTILIZE THE CHEAPEST QOUTES</b>
	<b>Videography</b>	
	<b>360 – Photo Booth</b>	
	<b>Simulcast</b>	
<b>REQUIRED BY: FREE STATE PROVINCIAL GOVERNMENT</b>		

	Does offer comply with specification	<b>YES/NO</b>
	If not to specification, indicate deviation(s)	
	Period required for delivery	
	Delivery: Firm/not firm	



**A PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder:  
(Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



**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**

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

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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.

other related enterprise whether or not they are bidding for this contract? **YES/N**

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 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

<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.

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{80/20 \cdot Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left( 1 + \frac{Pt - P \max}{P \max} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) An invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system.
  - (b) Any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be provided to claims points
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	3		<ol style="list-style-type: none"> <li>1. Sworn Affidavit in the DTIC Format or</li> <li>2. SANAS accredited B-BBEE Certificate</li> <li>3. Companies and intellectual property commission company registration (CIPC)</li> </ol>
Women (more than 50% ownership)	7		<ol style="list-style-type: none"> <li>1. Sworn Affidavit in the DTIC Format or</li> <li>2. SANAS accredited B-BBEE Certificate</li> <li>3. Companies and intellectual property commission company registration (CIPC)</li> </ol>
Youth ownership (more than 50% ownership)	7		<ol style="list-style-type: none"> <li>1. Sworn Affidavit in the DTIC Format or</li> <li>2. SANAS accredited B-BBEE Certificate</li> </ol>

			3. Companies and intellectual property commission company registration (CIPC)
Persons with Disabilities (more than 50% ownership)	3		1. Medical report sanctioned by qualified professional. 2. Sworn Affidavit in the DTIC Format or 3. SANAS accredited B-BBEE Certificate
<b>Total Points Claimed out -</b>	<b>20</b>	_____	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.Name of company/firm.....

4.4.Company registration number: .....

**4.5.TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

# **SECTION 2**

# **SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **1. LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflicts with the General Conditions of Contract, the Special Conditions of Contract.

## **2. PURPOSE**

Appointment of a Panel of Service Providers for Events Management Services for period of thirty-six (36) months for Office Of The Premier

## **3. OBJECTIVE**

3.1.1 The objective of the bid is to appoint a Panel of Event Management Companies in line with the following Departmental objectives:

3.1.1.1 To provide event management services that are consistent and reliable to Free State Office of the Premier in all towns within the Free State Province.

3.1.1.2 To ensure that quality service is rendered in line with the terms always set out in the Service Level Agreement (SLA).

3.1.1.3 To encourage creativity that will lead to cost savings.

3.1.1.4 The scope of event management services that the department mostly procures amongst others are illustrated through **SBD 3.1**

## **4 COSTING AND MANAGEMENT FEE**

4.1 Appointed panel of service providers will only compete on price and specific goals at the time of each request, and the department shall pay a management fee of 15% excluding VAT to the awarded Event Management Company.

## **5 COSTING**

- 5.1 Bidders will be required to complete the Standard Bidding Documents SBD 3.1. for costing Prices must be inclusive of all costs i.e. VAT, fuel, labour, etc.

## **6 PRICE ADJUSTMENTS**

- 6.1 No price adjustments will be allowed during the 1st year of the contract period; it will only be considered on the anniversary of the contract using Consumer Price Index (CPI) read with SBD 3.2 (Price Adjustments).

## **7 SUBMISSION OF BID DOCUMENTS**

- 7.1 Bidders must submit the bid in one (1) original hard copy format (paper documents), clearly marked as BID NUMBER: **OTP001-26/27** to address indicated below by the closing date and time of the bid.

- 7.2 Bids must be submitted at:

Tender box situated at

- 7.2.1 Ground floor, OR Tambo House, Cnr Markgraaff & St Andrews Streets Bloemfontein, with the tender description. If a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated. Should the bidder place a bid document in wrong box, Department will not be held accountable.

## **8 COMPILATION OF DOCUMENTS**

- 8.1 All documents should be completed with black ink on the date and time of submission

## **9 LATE BIDS**

- 9.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practical, be returned unopened to the Bidders.

## **10. SCOPE OF WORK / DELIVERABLES**

Provide different services and goods as set out on Event Management Price list as and when requested.

- Clearing of Site (Before and after Event)
- Organise the cleaning of the site.
- Clear the site of all rubbish and equipment.

**NB: Reasonable market-related price based on requirements of event.**

### **10.1 Signage**

- Provide signage
- All areas should be properly demarcated and have proper signage

**The following categories of parking signage should be catered for:**

- Parking for busses
- VIP (invited guests)
- VVIP parking (podium group)
- Officials parking
- Media parking

**NB: Reasonable market-related price based on requirements of event.**

### **10.2 Crowd Control Barriers**

10.2.1 Provide proper crowd control barriers

10.2.2 Around the stage and VIP sitting and dining areas in both venues.

**NB: Reasonable market-related price based on requirements of event.**

### **10.3 Co-ordination**

10.3.1 Event Management Companies must collaborate with the delegated government officials in order to execute the event, before, during the event as well as after the event.

### **Financial Arrangements**

- 10.3.2 The Event Management Company shall provide a detailed cost breakdown of the requested items.
- 10.3.3 The Event Management Company shall provide invoice of third party service providers when required as per the specifications
- 10.3.4 Provide a plan to empower local companies as sub-contractors within the geographical jurisdiction of the event when required.

## **11. REQUIREMENT OF BID FOR TRANSPORTING OF FOOD**

### **11.1 Transportation**

The Event Management Company is expected to use suitable transport to carry food as stipulated in the Certificate of Acceptability (COA) issued by a relevant local Authority.

### **11.2 Hygiene and Cleanliness**

The Free State: Office of the Premier reserves the right to visit the premises of the Event Management Company / nominated Caterer at any given time to monitor hygiene standards. It is important for Event Management Company to adhere to the principles of good hygiene and understand the implications of bad hygiene in their business practices. All Event Management Companies are required to provide valid Certificates of Acceptability at time of executing an Event.

### **11.3 Cleaning and Removal of Waste from Catered Area**

10.3.1 The Event Management Company shall ensure that work surfaces are cleaned in accordance with good cleaning practices to minimize the risk of contamination.

10.3.2 It is the responsibility of the Event Management Company to provide necessary refuse bags for waste generated during the event.

### **11.4 Utensils**

11.4.1 The Event Management Company must provide own cutlery, crockery, tablecloths, serviettes and overlays, food warmers etc.

## **11.5 Punctuality**

The event manager must adhere fully to times stipulated per event function. Delivery will not be limited only to Provincial Government Buildings; venues will be indicated /communicated per event.

## **11.6 Obligations of the Event Management Company**

11.6.1 The event manager shall provide management services in respect of quality and quantity control as well as supervision of the preparations.

11.6.2 The event manager shall manage and control its staff, in the concerned premises where the function is to be catered for.

11.6.3 The event manager to deliver the service upon receiving of an official order.

11.6.4 Event manager shall submit its valid invoice (**incl. third invoice and occurrence**) directly to the Department after the event.

## **11.7 Maintenance of property**

11.7.1 The event manager shall use the facilities and equipment with regard to the principles of energy management and control.

11.7.2 The event manager shall be responsible for any loss or damage to the facilities and equipment caused by negligence of the event manager and its employees.

11.7.3 Replacement cost will be at the discretion of the Department.

11.7.4 Event manager shall notify the department at the earliest opportunity of any breakdown or losses.

## **11.8 Meal Times**

10.8.1 The event manager is expected to serve meals at the precise time as agreed upon.

10.8.2 Late meals are not acceptable and the event manager should coordinate with the contact person to keep track of meal times. As there can be changes made as program times may differ from conference or function from time to time.

## **11.9 Quality of Food**

### **10.9.1 Presentation**

- The caterer must comply with the following:
- Food should be appetizing
- Food must be pleasing to the eye (colour, shape and texture must compliment one another).

### **10.9.2 Taste**

- All meals served may be tasted and approved by the department representative.
- Customer preferences must be taken into account.
- Religious preferences to be considered.
- Apply healthy cooking methods in all instances e.g limited sugar and salt.

## **11.10 Texture**

### **11.11 Red and white meat**

- Must not be dry and stringy, unless braai meat.
- Must be juicy and tender.
- Food must not be over/under cooked.
- All saucy dishes will not be oily and must be correctly balanced in terms of sauce and meat.
- Trim excess fat.
- Meat must be safe for human consumption

### **11.12 Vegetables and Starches**

- According to customer preference.
- Two vegetables of the same type may not be served on the same meal. e.g broccoli and cauliflower.

- Vegetables may not be the same colour as the protein or starch e.g rice and brocolli

### **11.13 Sauces**

- Must be smooth with no lumps.
- According to customer preference.

### **11.14 Service**

- Each dish must have its own serving utensils.
- The size of the serving utensils must be appropriate to the portions size (ladles for soup).
- spoons may not be used for serving sauce dishes.
- All fried and grilled items must be served with tongs only.
- Chips and other roasted or fried potatoes must be served with a tong or suitable scoop.
- Clean crockery and cutlery must be used at all times and it must be in a good condition.
- Glassware must be in a good condition and not chipped or cracked.
- All juices served must be 100% fruit juice, bottled/canned.
- Tooth Picks and serviettes must be available to guests.
- Servers must be clean and appropriately dressed and demonstrate professional approach at all times.

### **11.15 Temperature Control**

- Food must be kept warm all the time.
- Cold food must be kept chilled

### 11.16 Equipment Requirements

- Caterers must determine their equipment needs according to the menu that is being served. Caterers are responsible to supply all catering equipment catering for a function.
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### 11.17 Equipment include the following:

Cutlery	Knives, Forks, Soup Spoons, Dessert Spoons, Butter Knives, Teaspoons
Crockery	Starter Plates, Entrée Plates, Main Meal Plates, Dessert Plates, Side Plates, Soup dish, Fish Plates
Glasses	Water, Fruit Juice
Coffee	Tea and Coffee Cups, Saucers
Table Linen	Table cloths, Overlays, Napkins/Serviettes
Service Equipment	Chaffing Dishes, Bowls, Serving Platters, Tongs, Butter Dishes, Serving Spoons, Forks and Knives etc.
Display	Caterers are responsible for well presentation of food and must provide their own decorations for displays

- Ensure that all the above items have been cleaned before use.
- Ensure crockery is not chipped or cracked and if so, remove from service.
- Ensure glassware is not chipped and cracked. Do not use if it is dirty.
- Table cloth should be clean, freshly laundered and free of any marks or tears.
- Ensure all serving dishes have been cleaned and are free from cracks and damage.
- Teapots and coffee jugs need regular descaling inside to remove the tannin stains and water

- Cruets need to be emptied regularly and cleaned then dried and refilled.
- Cruets will become sticky if not washed regularly.
- Sugar containers will absorb moisture if not kept absolutely dry.
- Cutlery should be stored in divided trays away from any dust or grease.
- Glassware should be stored in inverted trays away from any dust or grease.
- Never touch food or the inside of glasses, cups, or plates.
- Sugar bowls, cups, and milk jugs, must not be picked up or carried with the hand over the top.
- Dishes, plates, glasses, etc. may not be cleaned or polished in the presence of guests.

### **11.17 Costing**

11.17.1 Prices must be inclusive of all costs i.e. VAT, delivery, transportation and other factors that will influence the price of the event management services

11.17.2 All items should be priced.

11.17.3 The Department must first accept the quotation for each event before the service provider proceeds with the procurement of the service.

11.17.4 Copies of third party detailed invoices should be attached when invoice is submitted for the following items:

11.17.4.1 Speakers

11.17.4.2 Motivational Speakers

11.17.4.3 Performers / Dancers

11.17.4.4 Sign Language Interpreter

11.17.4.5 Facilitators

11.17.4.6 Artists

11.17.4.7 Broadcasting Media

11.17.4.8 Funeral Services

11.7.5 The Department should perform due diligence before accepting the quotation as to gain maximum cost benefit.

11.7.6 The Event Manager should conduct a market analysis by obtaining three quotations and the lowest price/quotation of the following items should be submitted (by service provider) and accepted by department:

11.7.6.1 Sign Language Interpreters

11.7.6.2 Videography

11.7.6.3 360 Photo booth

List all Value-Added propositions e.g. percentage (%) discount offered, on all invoices.

The Free State Office of the Premier will pay 15 % Administration/Management Fee on total rand value of the event excluding VAT.

## 12. PERIOD OF CONTRACT

The event management service contract will be running for a period of three (3) years from the commencement of the contract.

## 13. EVALUATION PROCESS

a. **The evaluation process comprises the following phases:**

The evaluation process comprises **(four) 3 stages** bidding process with the following phase as mentioned below:

**Phase (i):** Evaluation on mandatory and non-mandatory requirements

**Phase (ii):** Evaluation on Functionality criteria

**Phase (iii):** Price and Specific Goals

Phase (i)	Phase (ii)	Phase (iii)
Compliance with <b>Mandatory</b> and <b>Administrative</b> requirements	<b>Functionality</b> requirements	<b>Price and Specific goals</b>
<b>Mandatory</b> 1. CSD Registration 2. Tax compliance status 3. Bidders/Members/Individuals should not be restricted 4. Bidders/Members/Individuals should not be in employment of the State	Bids will be assessed to verify bidders' capability and ability to execute the contract  Bidders to score 70 points to be considered listed on the panel	Bids evaluated in terms of the 80/20 Specific goals system.

<b>Administrative requirements</b> 1. Completion of SBD forms 2. Certificate of Acceptability		
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### 13.2 Mandatory requirement

During this phase Bidders' response will be evaluated based on the **mandatory** and **non-mandatory** requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

#### 13.2.1 Registration on Central Supplier Database (CSD)

13.2.1 The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

#### 13.2.2 Tax Compliance Status

13.2.2.1 Bidder(s) must be compliant when submitting a bid to the Office of the Premier and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

13.2.2.2 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

13.2.2.3 The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

### 13.3 Phase II: Functionality Evaluation as per the Terms of Reference

13.3.1 Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders.

13.3.2 The Bids will be evaluated on functionality; whereby potential service providers are **expected to score minimum points of 70 for functionality**. Failure to score the required minimum requirements will lead to disqualification.

13.3.3 The **evaluation criteria on functionality** for listing of panel of experts will be as follows:

CRITERIA FOR FUNCTIONALITY	DOCUMENTS/PROOF TO BE ATTACHED	WEIGHTS
<p><u>Bidder's relevant experience in the events management environment.</u> Provide successful completion of similar service in terms of the number of events and orders.</p> <p>(i) <b>Number of reference letters = 20</b> 1-5 letters = 5 6-8 letters = 10 Above 8 letters =20 Non submission = 0</p> <p>(ii) <b>Value of Events = 10</b> 30 000-50 000 = 3 50 001 -150 000 = 5 150 001- 999 999 =7 Above R1 Million =10 No Value=0</p>	<p><b>Reference letters</b> indicating relevant services rendered with contact details.</p> <p>In the event you have rendered services outside government, signed appointment letters should be provided indicating relevant services.</p> <p><b>Reference and appointment letters</b> should be on letterhead/s of institutions where services were rendered and indication of previous quality of service/s delivered and value.</p> <p><b>Reference and appointment letters</b> should be signed by the Head of SCM or Head of Division responsible for procurement and should not be older than 5 years (1 April 2017)</p>	30
<p><u>Demonstrated capacity of service provider to perform the service:</u></p> <p>(i) Transport = 10  Ownership = 10 Lease of transport = 5 No Transport = 0</p> <p>(ii) Finances =20 Less than 150 000 =0 R150 000 and above = 20</p>	<p>(i) Verifiable proof of ownership / Lease agreement of transport must be provided. Accompanied by the eNatis certificate of vehicles for both.</p> <p>(ii) A bank statement showing at least a credit balance not less than R150 000 or letter of commitment to provide funding from a reputable financial service provider.</p>	30
<p><b>Service standards:</b> Valid Health Certificate = 20 No Health certificate = 0</p>	A Valid Health inspection certificate issued by a Municipality in terms of building and equipment	20
<p><u>The proximity (locality) of the service provider to the service district /centre,</u> <u>FS based service providers:</u></p> <p>Within Free State Province = 20 Outside Free State Province = 0</p>	<p>Proof of residence or leasing agreement if not owning the property. or Proof of municipality accounts in the bidders' name or Municipality Clearance Certificate</p>	20
<b>TOTAL FOR FUNCTIONALITY:</b>		<b>100</b>

13.3.4 The 80/20 preference point system for acquisition of goods or services with Rand value equal to or below **R50 000 000.00**.

13.3.5 Bids will be evaluated in terms of the Preferential Procurement Regulation, 2022, Regulation 4 and in terms of the formula to calculate the point out of 80 for price and 20 in terms of specific goals. (Refer to SBD 6.1) in respect of a tender.

- 13.3.6 Bidders are required to complete the preference claim form (SBD 6.1) and submit the required documents to claim points for specific goals. A valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy of a valid sworn affidavit (DTIC format) signed by the representative and attested by a commissioner of oath.
- 13.3.7 Failure on the part of the Bidder to comply with paragraphs 13.3 above will be deemed that points for specific goals are not claimed and will therefore be allocated a zero (0).
- NB: Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.**

#### **14. RECOMMENDATION AND AWARDING**

- 14.1 Office of the Premier reserves its right at its sole discretion to appoint one or more bidder to implement this project. The number/allocation of service providers to be appointed is the prerogative of the Accounting Officer.

#### **15. NEGOTIATIONS**

- 15.1 Each respective Accounting Officer/Authority reserves the right to negotiate prices with shortlisted bidders to arrive at an acceptable market-related price.

#### **16. CERTIFICATE OF ACCEPTABILITY**

- 16.1 In the instance the event management company uses its caterers or other, the certificate of acceptability must be submitted, Certificate of Acceptability of such a caterer must be submitted to the Department together with the bid.

#### **17. FRONTING**

- 17.1 The **Office of the Premier** supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the **Office of the Premier** condemns any form of fronting.
- 17.2 The **Office of the Premier**, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be

established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the **Office of the Premier** may have against the Bidder / contractor concerned.

## 18. SUPPLIER DUE DILIGENCE

18.1 The **Office of the Premier** reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This may include site visits.

## 19. VERIFICATION OF BIDDERS

19.1 At any time after the award and during the execution of the contract, the status of the supplier/bidder will be verified against list of restricted supplier and SARS vendor list and should a default be detected, the procedure for the restriction of the supplier as stated in SCM instruction note number 3 2021/22 will be followed.

## 20. PRESENTATION

20.1 The **Office of the Premier** may require presentations/interviews from the short-listed Bidders as part of the bid process.

## 21. COMMUNICATION AND CONFIDENTIALITY

21.1 The **Office of the Premier** may communicate with Bidders where clarity is sought after closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

21.2 All communication between the Bidder and the **Office of the Premier** must be done in writing.

21.3 Whilst all due care has been taken in connection with the preparation of this bid, the **Office of the Premier** makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. **Office of the Premier**, and its offers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

21.4 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the **Office of the Premier** (other than minor clerical matters), the Bidder must promptly

notify the **Office of the Premier** in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the **Office of the Premier** an opportunity to consider what corrective action is necessary (if any).

- 21.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the **Office of the Premier** will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 21.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## 22. AGREEMENTS

- 22.1 A Service Level Agreement shall be entered into with the **Office of the Premier** to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the bid documents.
- 22.2 Should funds no longer be available to pay for the execution of the responsibilities of **OTP001-2026/27**, the **Office of the Premier** may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

## 23. SETTLEMENT OF DISPUTES

- 23.1 Notwithstanding clauses 27 of the GCC, mediation proceedings will not be applicable to this contract.

## 24. JOINT VENTURE AGREEMENTS

- 24.1 Where an entity forms a **Joint Venture** or a **Consortium** with another entity and/or other entities, such parties must express in the bid proposal, and a JV agreement should be submitted together with the bid. Kindly complete attached **Annexure A**.
- 24.2 Individual Entity/ies must be registered on the CSD and after closing, register a Joint Venture or a Consortium on the CSD. It will also be expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract)

**25. ACCEPTANCE OF THE TERMS OF REFERENCE, SPECIAL CONDITIONS OF THE CONTRACT AND GENERAL CONDITIONS OF CONTRACT**

25.1 Failure to accept the Terms of Reference, Special Conditions of the Contract and the General Conditions of Contract or any part thereof, may result in the submitted proposal not to be considered. Further, failure to comply with any of the conditions, including timelines stipulated in the Request for Proposal after the award may lead to cancellation of the contract.

**The Bidder Must Complete the Following:**

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of the company, hereby certify that I take note and accept the above-mentioned Terms of Reference, Special Conditions of the Contract and Conditions of the Contract.

.....

<b>SIGNATURE</b>	<b>NAME OF BIDDING INSTITUTION</b>	<b>CAPACITY</b>
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Contact person of company: \_\_\_\_\_

Tel. of company: (\_\_\_\_) \_\_\_\_\_

Fax of company: (\_\_\_\_) \_\_\_\_\_

\*End of document

# **SECTION 3**

**GENERAL CONDITIONS OF CONTRACT  
Annexure A**

**GOVERNMENT  
PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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

**(a) General Conditions of Contract**

<p><b>1. Definitions</b></p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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 sub bidders) 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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<p><b>2. Application</b></p>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p>

	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
<b>3. General</b>	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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>1. Use of contract documents and information; inspection.</b>	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.
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	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

	<p>(b) a cashier's or certified cheque</p> <p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>9. Packing</b>	<p>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.</p>

	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.
<b>10. Delivery and documents</b>	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.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services</b>	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul>
	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.
<b>14. Spare parts</b>	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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> </ul> </li> </ul>

	(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
<b>15. Warranty</b>	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	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.
<b>18. Contract amendments</b>	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.
<b>19. Assignment</b>	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.

<b>20. Subcontracts</b>	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.
<b>21. Delays in the supplier's performance</b>	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 sub bidder(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.
<b>22. Penalties</b>	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.
<b>23. Termination for default</b>	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:

	<p>(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;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>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 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.</p>
<b>29. Governing language</b>	<p>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.</p>
<b>30. Applicable law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>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</p> <p>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.</p>

<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation (NIP) Programme</b>	<p>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.</p>
<b>34. Prohibition of Restrictive practices</b>	<p>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).</p> <p>35. 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.</p> <p>36. 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.</p>

## ANNEXURE B

### OTP001-2026/27: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND UNIFORM FOR ALL FREE STATE PROVINCIAL GOVERNMENT DEPARTMENTS FOR A PERIOD OF THREE YEARS

#### IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

#### SIGNED ON BEHALF OF BIDDER

Date: \_\_\_\_\_