

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF SPORT, ARTS AND CULTURE					
BID NUMBER:	NCDSAC-001-2026/27	CLOSING DATE	07 JULY 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT COMPANIES TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING OF DEPARTMENTAL EVENTS FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
MERVIN J ERLANK SPORT PRECINCT BUILDING (MJESP)					
19 – 24 RECREATION ROAD, FLORIANVILLE					
KIMBERLEY, 8301.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON – SCM	MR. H NIEUWENHUIZEN				
TELEPHONE NUMBER	082 605 4028	E-MAIL ADDRESS		hnieuwwenhuizen@ncpg.gov.za	
CONTACT PERSON – TECHNICAL	MR. L WA MODISE				
TELEPHONE NUMBER	068 534 5652	E-MAIL ADDRESS		hnieuwwenhuizen@ncpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	[IF YES ENCLOSE PROOF]			[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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:	Bid number: NCDSAC-001-2026/27
Closing Time: 11:00	Closing date: 07 JULY 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by:	.....
-		At:	..... .....
-		Brand and model	.....
-		Country of origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	..... *Delivery: Firm/not firm
-		Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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 INCOMEGENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people	5			
An EME or QSE which is at least 51% owned by women	2			
An EME or QSE which is at least 51% owned by youth	2			
An EME or QSE which is at least 51% owned by people with disability	1			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

**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 documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

**CONDITIONS AND UNDERTAKINGS BY
BIDDER IN RESPECT OF THIS BID**

**APPOINTMENT OF A PANEL OF EVENTS
MANAGEMENT COMPANIES TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING OF
DEPARTMENTAL EVENTS FOR A PERIOD OF
THREE (3) YEARS.**

NCDSAC-001-2026/27

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Proprietary Information

Department of Sport, Arts and Culture(DSAC) considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DSAC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DEPARTMENT OF SPORT, ARTS AND CULTURE.

2. The bid is for the appointment of a panel of events management companies to organise and manage the commemoration of national days and hosting of departmental events. Departmental events will be identified on the discretion of the Department and not the Events Management Company. The identification and selection of departmental events shall remain the exclusive responsibility of the department and shall not be determined or influenced by the appointed events management companies.
3. The purpose of this bid is to ensure procurement of goods and or services exclusively for activities and requirements aligned with the approved mandate of the Department of Sport, Arts and Culture (DSAC).
4. Vendors should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DSAC in regard to anything arising from the fact that pages are missing or duplicated.

5. Validity Period

Responses to this bid received from vendors must be valid for a period of **120 calendar days** counted from the closing date of the bid.

6. Submission of Tenders

- 6.1 **Bids should be submitted** with clear reference to each document attached and all bound in a sealed envelope endorsed, **"BID NO. NCDSAC-001-2026/27: APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT COMPANIES TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING RELATED DEPARTMENTAL EVENTS FOR 3 YEARS"**. **The sealed envelope must be placed in the tender box at the Main Reception Area of Mervin J Erlank Sport Precinct Building (MJESP) at 19-24 Recreation Road, Florianville, Kimberley, 8301 by no later than 11h00 on Tuesday, 07 July 2026.** The closing date, company name and the return address must also be endorsed on the envelope.
- 6.2 If a courier service company is being used for delivery of the bid document, the tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box. **No representative/official of the Department of Sport, Arts and Culture will sign for any bid documents delivered via courier services.**
- 6.3 **The bidder will carry the risk to ensure that his/her bid document is submitted in the tender box of the Department of Sport, Arts and Culture if services of the South African Post Office are used.**
- 6.4 All bids must be submitted on the official forms provided and **MUST NOT BE RE-TYPED.**
- 6.5 No bid received by fax or email or similar medium will be considered.
- 6.6 **It is a condition that the events management bid will be subjected to screening/vetting/investigation requirements by the State Security Agency (SSA). This will include inter alia security screening investigations as stipulated in the National Strategic Intelligence Act, 39 of 1994 as amended by Act, 67 of 2002 with the General Intelligence Laws Amendments Act, 11 of 2013. Events Management Company's including**

their directors/owners with adverse findings that were flagged by the State Security Agency (SSA) will not be considered for appointment. Only events management company's that have undergone proper screening and that have been cleared through the official screening processes will be considered for appointment. Therefore, the recommendations by the State Security Agency (SSA) will be taken into account for this bid. The use of sub-contractors by the appointed events management company will be subjected to the same conditions as stated above.

6.7 It will be expected of the Events Management Company to engage the Local Municipality within the specific area where the Event will be hosted for the identification of local service providers to deliver goods and or services relating to the event.

6.8 Where a bid document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids will not be considered.** Bidders are encouraged to ensure that bids are delivered timeously to the correct address. The tender box is generally open 24 hours a day, 7 days a week.

6.9 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document.

6.10 The Department of Sport, Arts and Culture reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal. The Department reserves the right to:

6.10.1 Award contract or any part thereof to one or more service providers;

6.10.2 Reject all bids;

6.10.3 Not to accept the lowest bid or any bid in part or in whole;

6.10.4 Consider any bids that may not form conform to any aspect of the bidding requirements;

6.10.5 Decline to consider any bids that do not conform to any aspect of the bidding requirements;

6.10.6 Request further information from any service provider after closing date;

6.10.7 Cancel this bid or any part thereof at any time.

6.10.8 Not to appointment an events management company including their directors/owners with adverse findings as identified by the State Security Agency.

6.11 Certificates – The tenderer must provide the Department of Sport, Arts and Culture with all certificates as stated below:

6.11.1 Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company Registration Certification (CIPC Documents including share holder certificates), Central Supplier Database Report, BBBEE Certificate, Proof of Disability, Commissioned Sworn Affidavits, Identity Documents, etc.) in support of tenderer claims for such preference for that specific goal. Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

6.12 Certified copies of original company registration documents. Certification stamp must be original and not more than 3 months old as at the date of closing of bid.

6.13 **SARS “TAX CLEARANCE STATUS PIN”** to validate the bidder's tax matters must be included in the bid document. Failure to do so might invalidate your bid. Bidders must ensure compliance with their Tax Obligations. The Department is unable to award a bid/contract to a company whose tax affairs are not in order as determined by the South African Revenue Services (SARS). Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Department of Sport, Arts and Culture, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax

compliance submitted by the bidder must be verified by the Department of Sport, Arts and Culture via CSD or e-Filing. The Department of Sport, Arts and Culture should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein. Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

6.14 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Tenderer shall submit **upon written request to do so by the Department of Sport, Arts and Culture**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

6.15 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

a) Inspected the Specifications and read and fully understood the Conditions of Contract.

b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted them with the nature of the goods or services proposed and generally of all matters which may influence the Contract.

c) Visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Department or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) Requested the Department of Sport, Arts and Culture to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

e) Received any notices to the tender documents which have been issued in accordance with the Department of Sport, Arts and Culture's Supply Chain Management Policy.

The Department of Sport, Arts and Culture will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

6.16 All communication (**SCM & Technical Enquiries**) between the bidder and the Department must be done in writing. Unless otherwise stated in the Conditions of Tender, the Department of sport, Arts and culture **shall respond to a request for clarification received up to one week (where possible) before the tender closing time.**

6.17 Any corrections on the bid document made by the bidder must be initialled.

6.18 Use of correcting fluid is prohibited.

6.19 Bids will be opened in public as soon as practicable after the closing time of bid.

6.20 The bid document must be completed in full.

6.21 The bid document should be submitted on the official bid document as advertised. Suppliers are advised to print out the whole document and complete it in pen. The document must be submitted in its' entirety, i.e. as a whole without any changes being affected. The supplier should not change the Departmental Format of the bid document. If any other

forms are used that do not form part of the bid document, DSAC may disqualify the bid of the supplier.

6.22 Issue Notices

If necessary, the Department of Sport, Arts and Culture may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the Department of Sport, Arts and Culture can show proof of transmission thereof via National Treasury E-Portal.

6.23 Non-disclosure

The Department of Sport, Arts and Culture shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

6.24 Grounds for rejection and disqualification

The Department of Sport, Arts and Culture shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

6.25 All parties agree that they will comply with the POPI Regulations and process all the information and/ or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.

6.26 The Department of Sport, Arts and Culture reserves the right to negotiate standardised prices with the preferred bidder(s) for the term of the

contract. Any negotiated prices shall not exceed the prices submitted by the preferred bidder(s) and benchmarking against all responsive bids may be applied. All prices will be fixed for the contract period. Escalations in the outer years shall be limited to 5% (Year 2) and 5.5% (Year 3), applicable to the items only excluding the management fee. The management fee shall remain fixed for the full contract period of three (3) years. During the contract price negotiations, market related prices may be negotiated with the preferred bidder(s) based on the prices submitted in their tender. The negotiated rates for any item shall not exceed the highest price submitted any responsive bidder for that item.

6.27 The appointed events management companies must ensure that a footprint of goods and services is established within the specific area/town or district in which the event is hosted.

6.28 The Department of Sport, Arts and Culture do not make any prepayments for any goods, services and works.

6.29 Payments shall be made within 30 days from receipt of a valid invoice, subject to verification of goods and or services rendered.

6.30 The Department of Sport, Arts and Culture reserves the right at its own discretion to determine the rotation of events amongst the appointed service providers, and no service providers shall have any automatic entitlement to a minimum number of events.

7 Kindly note that the DEPARTMENT OF SPORT, ARTS AND CULTURE is entitled to the following:

7.1 Extend the validity period of the bid after closing date of bids and

7.2 Amend any bid conditions before the closing date of the bid.

8 Bids are evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000 as well as the Preferential Procurement Regulations, 2022.

- 9 The bidder hereby offer to render all or any of the goods and or services described in the attached documents to the DEPARTMENT OF SPORT, ARTS AND CULTURE on the terms and conditions and in accordance with the specifications stipulated in this bid document.
- 10 Bids submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified, be submitted with the Bid.
- 11 The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DEPARTMENT OF SPORT, ARTS AND CULTURE during the validity period indicated and calculated from the closing hour and date of the bid.
- 12 This bid and its acceptance shall be subject to the terms and conditions contained in this bid document.
- 13 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
- 14 The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- 15 **Legal Implications** – The successful service provider/s must be prepared to enter into a service level agreement with the Department of Sport, Arts and Culture.
- 16 **Counter conditions** – Bidder's attention is drawn to the fact that amendments to any of the special conditions by bidders will result in invalidation of such bids.

17 **Prohibition of Restrictive Practices** – In terms of Section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerned 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:

17.1 directly or indirectly fixing a purchase or selling price or any other trading condition;

17.2 dividing markets by allocating customers, suppliers, territories or specific types of goods and services; or

17.3 collusive bidding.

18. If a bidder(s) or contractor(s), in the judgement of the purchaser, has/have been engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

19. **Fronting** – The Department of Sport, Arts and Culture 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 Department of Sport, Arts and Culture condemns any form of fronting.

20.1 The Department of Sport, Arts and Culture 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 be determine the accuracy of the representation made in bid documents.

20.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.

20.3 Failure to do so within a period of 14 days from the 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 Department of Sport, Arts and Culture may have against the bidder/contractor concerned.

21. Bid – Compliance Evaluation. The bidder must submit the following returnable documents for pre-qualification:

Stage 1: Compliance Evaluation

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
Compulsory Briefing Session	YES	Compulsory briefing session will be held on Monday, 22 June 2026 Time: 09:00 AM to 11:00 AM. Bidders arriving after 09h15 AM will not be allowed to form part of the compulsory briefing session, bidders are encouraged to arrive early. Department of Sport, Arts and Culture Mervin J Erlank Sport Precinct Building (MJESP), Address: 19 – 24 Recreation Road, Florianville, Kimberley, 8301. Venue: Library Depot – Training Room.	
SBD 1 – Invitation to bid	YES	Fully complete and sign the supplied pro forma document.	
SBD 3.1 Pricing Schedule Firm prices (purchases)	YES	Fully complete and sign the supplied pro forma document.	
SBD 4 – Bidders Disclosure	YES	Fully complete and sign the supplied pro forma document. Bidders to ensure full declaration in terms of point 2.3 of SBD 4.	
SBD 6.1 - Preference Points Claim Form in terms of Preferential Procurement Regulations 2022	NO	Fully complete and sign the supplied pro forma document. To claim preference points bidders must submit all relevant documents required for specific goals.	
SBD 7.1 - Fully filled in and contract form for purchases of goods/works SBD 7.1	YES	Fully complete and sign the supplied pro forma document.	
Fully filled in and contract form for rendering of services SBD 7.2	YES	Fully complete and sign the supplied pro forma document.	

Joint venture bidders must individually complete SBD 4 – Bidders Disclosure	YES	Joint venture bidders must individually complete: i. SBD 4.	
Signed joint venture agreement by bidders stipulating the work split and rand value.	YES	Signed joint venture agreement by both parties.	
Resolution of the board of directors for the establishment of the Joint Venture.	YES	Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties.	
Pricing submission – Annexure A2, A3 & A4: Form of acceptance(Excel sheet)	YES	Fully complete and sign the supplied pro forma document.	
Originally Certified BBEE OR Certified/Originally Certified Sworn Affidavit	NO	Non submission will lead to a zero (0) score on BBEE during the evaluation process.	
Originally Certified BBEE Certificate/Originally Certified Sworn Affidavit (Consolidated certificate/sworn affidavit) for Joint Venture Bidders.	NO	Non submission will lead to a zero (0) score on BBEE during the evaluation process.	
Registration on the Central Supplier Database (CSD).	YES	The bidder 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 requests for quotations. If not registered you cannot be appointed. Visit https://secure.csd.gov.za/ to obtain your supplier number (MAAA...). Submit proof of registration.	
Good standing on tax affairs	YES	<ol style="list-style-type: none"> I. DSAC must verify the bidder's tax compliance status prior to the awarding of competitive bids. II. Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an 	

		<p>arrangement to meet their outstanding tax obligations within seven (7) working days.</p> <p>III. The bidder should thereafter provide the Accounting Officer with proof of their compliance status which should be verified via the Central Supplier Database or e-Filing.</p> <p>IV. Should the recommended bidder fail to provide written proof of their tax compliance status, accounting officers must reject the bid submitted by the bidder.</p>	
Company Experience and proven track record in successfully completing projects of a similar scope, deliverables and complexity. Reference letters from clients (value of goods and or services delivered, number of people that attended the event.	NO	Non submission will lead to lower scores during functionality.	
Bank Guarantee Letter/Available overdraft facility/Funding Commitment Letter from Registered Financial Institution	NO	Non submission will lead to lower scores during functionality.	
Profiles of project team. Full, complete and updated CV's.	NO	Non submission will lead to lower scores during functionality.	
Business Profile – Appointment Letters/Contracts/signed service level agreements with institutions including close out reports that supports the past performance of the service provider and provides proof for the provision of events management services (Current and Previous Contracts)	NO	Non submission will lead to lower scores during functionality.	
Appointment of an events management company including their directors/owners	YES	The Events Management Company including their directors/owners with adverse findings from the State Security Agency (SSA) will not be considered	

with adverse findings as identified by the State Security Agency.		for appointment. The recommendation/s of the State Security Agency (SSA) will be taken into account for this bid.	
General conditions of contract	NO	Bidder to familiarised themselves with the content of this document as it entails very important information.	

22. **Compulsory Briefing Session**

A compulsory briefing session will be held on **Monday, 22 June 2026 Time: 09:00 AM to 11:00 AM. Bidders arriving after 09h15 AM will not be allowed to form part of the compulsory briefing session, bidders are encouraged to arrive early.**

Department of Sport, Arts and Culture Mervin J Erlank Sport Precinct Building (MJESP), Address: 19 – 24 Recreation Road, Florianville, Kimberley, 8301. Venue: Library Depot – Training Room.

23. **Obtaining of bid document**

- ✓ RFP document will be advertised on the **Department of Sport, Arts and Culture's Website:**

<http://dsac.ncpg.gov.za/index.php/tenders>

- ✓ **National Treasury E-Portal:** <https://www.etenders.gov.za>



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

TERMS OF REFERENCE

**APPOINTMENT OF A PANEL OF EVENTS
MANAGEMENT COMPANIES TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING OF
DEPARTMENTAL EVENTS FOR A PERIOD OF
THREE (3) YEARS.**

NCDSAC-001-2026/27

24. Description of Goods and Services

The Department of Sport, Arts and Culture has a provincial mandate to organize the commemoration and celebration of National and Historic days and hosting of other departmental related events in the Province of the Northern Cape. The Department seeks to engage experienced and reputable events management companies to organize the above mentioned events for a period of 3 years. The hosting of any additional other related events will be the sole discretion of the Department of Sport, Arts and Culture. Such related shall only be implemented where they are demonstratively cost effective for the department, and where delivery by the preferred events management company is justified in terms of value for money.

25. Profile of Targeted Service Providers

The profile of the ideal service provider the Department seeks to appoint in this process must be:

- **Demonstrated Experience:** The Company must have a track record of managing events and be able to demonstrate it has successfully managed at least **five (5) similar size** events over the last **eight (8) years**.
- **Financial Capacity:** The Company must have the financial resources to carry the cost of an entire event. This implies that companies must prove that they have adequate financial resources to service the Department. This proof may be in the form of annual financial statements, not older than 12 months which clearly indicates that the bidder has cash or cash equivalents of at least **R1.0 million** or alternatively the bidder must have committed financial backing from a registered financial institution to a maximum value of **R2.0 million**.
- **Human Resources:** The ideal service provider must be able to demonstrate it has a fulltime organizational team where management, administration and

project management and reporting functions are clearly segregated with clear succession planning structures in place to ensure a team of skilled people available to serve the department at all times. The department reserves the right to conduct an *in loco* inspection on the premises of bidders for assurance purposes. The service provider must also demonstrate that its project management team is up to date with the latest government procurement reforms and practices and that its procurement policy are in line with public sector standards.

- **Organizational and Risk Management Skills:** The Company must be able to demonstrate it has systems and processes imbedded in the organization to manage events and the risks associated with such large events.

26. Services Required

The successful bidder shall organize and manage departmental events with respect to the following key performance areas:

26.1	Event Planning and Management
26.1.1	Liaise and meet with the Departmental Program Manager or the delegated Project Manager for the event to plan the overall management of the event and ensure the successful execution thereof. Ensure all required venues are subjected to compliance requirements, e.g. caters kitchens.
26.1.2	Establish a list of subcontractors in and around the area (Municipal area) of the event based on the following subcategories: Ensure all subcontractors are properly briefed in terms of expected services to be rendered. - Site Infrastructure (See paragraph 27.1) - Audio Visual, Sound Equipment & - Power Services (See paragraph 27.2) - Stage Construction (See paragraph 27.3) - Catering (See paragraph 27.4) - Performance /Entertainment / Exhibitions (See paragraph 27.5) - Transport (See paragraph 27.6) - Security (See paragraph 27.7) - Cleaning of site (See paragraph 27.9)
26.1.3	The successful bidder must adhere to any budget limitations set by the department as well as predetermined benchmark prices.
26.1.4	Prepare a project plan (Including site layout drawings, staff requirements, security plans and disaster management plans) with a complete project

	estimate for the event, add a fixed events management fee to the cost estimate in line with the rates quoted in this tender.
26.1.5	Manage the event in a professional manner with a dedicated on site management team in attendance, the names and CV's of these employees must be provided to support the proposal to the department.
26.1.6	Establish a registration table for invited guest and VIP's, capture names of registered guests and provide them with name tags. Report attendances as part of event debrief report.
26.1.7	Conduct a performance review on all subcontractors (if applicable) and provide the Department with a complete report in this regard in a post event debrief session
26.1.8	The events manager will be responsible for arranging all necessary certificates related to the event including public liability insurance of at least R5,000,000 per event covering the site from the point where construction is set up to vacating the site.
26.1.9	The events manager may bill any cost incurred for an event at the point it is incurred, but may not add any margins or management fees to such amounts and it must be supported by the original quote with the event plan. The event manager may only bill for goods and or services as per the order number issued, and only for goods and or services delivered on the day of the event. Under no circumstances shall the events management company incur additional costs/or act on instructions from officials on the day of the event for certain items and or goods to be delivered. Only authorized delegated officials may do so, this will be communicated formally to the events management in writing. In the absence of this, the events management company will bear these extra costs, and the department will only pay for goods and or services as per the official order number issued. Goods and services delivered by the events management company is payable within 30 days after receipt of an invoice.
26.1.10	The management fee offered shall remain fixed for the three (3) year period. The transport costs will be reimbursed to the successful bidder in accordance with the government transport rates as published by the National Treasury. All transport related costs must be included in the project plan for each event and cannot be claimed without prior written approval.
26.1.11	Although this tender is designed to focus on mass events, the service must also be scalable for smaller events. For this purpose the supplier must provide additional management fees for smaller events as follows, (with the assumed likelihood of these events indicated next to the scale for the purposes of calculating a single bottom line price): <ul style="list-style-type: none"> - 3000-5000 = likelihood 20% - 2000-3000 – likelihood 60% - 1000-2000 = likelihood 5% - 500-1000 = likelihood 10% - 100-500 = likelihood 3% - 0-100 = likelihood 2%

27. Event Scale

The below Information must **not** be casted into the bid proposal, but rather serve as an indication of the scale of a typical event of 3 000 people for the calculation of the event management fee.

The Department reserves the right to include any additional goods and or services not specified in the original scope, such as decorations or event related items, provided they are necessary for the successful delivery of the event. The items must be cost effective and approved in writing and in line with the allocated budget.

27.1	Site Infrastructure Be on site to manage logistics to ensure a well-coordinated event.
27.1.1	Tents / Marquees Provide tents for all the services in accordance with the following specifications (Or equivalent in Square meters): - Aluminum framed tent with a dimension of 10m x 25m (to accommodate +-3000 people) - Exhibition Tent: 40m x 30m - 2 tents to serve as dressing rooms behind the stage 15m x 30m each - In the dressing rooms there must be 2 full length mirrors and 2 trestle tables. - All tents must be provided with ground cover nets or canvases subject to terrain conditions
27.1.2	Chairs Provide 3 000 plastic chairs (Or equivalent) as specified below: - 2 500 for the audience/attendees - 500 plastic chairs decorated with approved chair covers - Ensure that all the chairs are neat and cleaned for the event
27.1.3	Tables Provide: - 30 rectangular tables measuring 2m x 3m covered with tablecloths for exhibitions
27.1.4	Portable chemical toilets including facilities for VIPs and disabled persons (If venue does not have sufficient)
27.2	Audio Visual & Power Services
27.2.1	Audio - 40 Channel Mixing Console - Playback Dual CD Player MP3 equipment - Any other equipment specified by the DSAC
27.2.2	Drums and Backline Equipment - 5 x Piece Stage Custom Drum kit - Professional 5 Piece Drum Kit incl. Cymbals (As specified by Musicians) - Guitar Amplifier (As specified by Musicians) - 2 x Bass Amplifier Rig (As specified by Musicians) - Keyboard & Stand (As specified by Musicians) - Audio and Power point facility

	<ul style="list-style-type: none"> - Microphone kit, Monitors & all related Mixers - Provide 8 ordinary microphones (4 fixed plus 4 detachable mics) - Provide 4 hands-free micro-mics (Lapel mics for drama, musical dance and related activities) <p>NB: Include all cables, snakes, sheet music stands and microphone stands.</p>
27.2.3	<p>Audio Visual Crew:</p> <ul style="list-style-type: none"> - 1 x Audio FOH Engineer - 1 x Audio Monitor Engineer - 1 x Lighting Technician - 1 x Set up crew - 2 x Stage Hands <p>The crew can be different in size subject to the nature of the event and availability of skilled and qualified people.</p>
27.2.4	<p>Public Address System (PA system):</p> <ul style="list-style-type: none"> - Provide a sound system to be able to address a maximum of 3 000 people inside the marquee - 3000-5000 PAX - 16 x line Array Speakers - 8 x Subwoofers - Take responsibility for the co-ordination of Sound Check on the eve before the event and all sound arrangements on the day of the event.
25.2.5	<p>Public Viewing Day-Light Screens</p> <p>Provide 2 x Public Viewing Day-Light Screens to be displayed strategically inside the marquee for public viewing as specified below:</p> <ul style="list-style-type: none"> - 2 x 4m2 LED Screens for Live TV Broadcast - The screens should provide a very clear viewing of the proceedings of the event and during a live broadcast of the State President's address from another part of the country - Provide at least 2m elevation for the screens from the ground
27.2.6	<p>Power Generator</p> <p>Provide a backup power generator with reduced noise output with power distribution to cater for electrical needs for the following aspects:</p> <ul style="list-style-type: none"> - Provide low noise electric power generator (100KVA Silent Generator) - Ensure 3 Phase electric power is available (liaise with Project Manager/municipality) - Provide electric lighting (minimum= 100 watts) in 8 strategic points inside the marquee - Provide 3 electric power points (stage, sound control and journalist cameras) each catering for at least 15 amps - Provide at least 2 Fire Extinguishers or as specified by fire marshal (must be serviced and valid)

27.2.7	<p>Special Condition: Provide a Structural Certificate and COC as a safety guarantee for all infrastructure and other installations on the eve of the event. All safety requirements must meet with the necessary occupational health and safety Act requirements .i.e. Fire marshals, first aid officers, evacuation officers</p>
27.3	<p>Stage Construction</p>
27.3.1	<p>Podium Group and Performance stage: - Provide a VIP stage as per the specifications during an event which will include at least the following: <ul style="list-style-type: none"> ✓ Podium; ✓ Stage; ✓ 1 x stairs and ✓ 1 x disability ramp to ease access for all - Podium Group stage should be inside the Tent at a demarcated area - Decor for the Podium Group (VIP) Stage - Provide a decorated lectern for the presentation of speeches</p>
27.4	<p>Catering</p>
27.4.1	<p>Attendees (+-3000 people): - Food parcels (Could differ in terms of local conditions and availability) an indicative menu: - 2 pieces thighs, 3 buttered rolls, apple and banana in transparent container - 1000 X 330ml juice (100 % pure juice) - 2 000 x 340ml Juice (assorted fizzy drinks) - 1 000 x 500ml Bottled still water</p>
27.4.2	<p>VIP Holding Room Tea, coffee, 100% pure juices, sandwiches and rooster brood, (provide butter, cheese and jam), and bottled water must be provided for 50 VIP's, on the morning to be delivered at 07h30 for 08H00 on the day of the event. Decor for the Holding Room</p>
27.4.3	<p>Special Condition - All catering venues have to be prepared and be ready a day before for inspection and food has to be delivered to the venue on the time stipulated by the Project Manager, on the day of the event. - A Certificate of Acceptability (CoA) is a mandatory legal document in South Africa, required under Regulation R638 of the Foodstuffs, Cosmetics and Disinfectants Act (No. 54 of 1972). Providing food cooler trucks with adequate storage capacity.</p>
27.5	<p>Performance / Entertainment / Exhibition</p>
27.5.1	<p>Subject to how the event is designed, the events manager must appoint performers and groups for entertainment.</p>
27.5.2	<p>The Service provider to ensure transportation as per the pick-up points to the event and back.</p>
27.5.3	<p>The budget will be agreed upon beforehand. The following serves will be required as part of performance and entertainment: -Individual Artists; -Groups and Choirs;</p>

	<ul style="list-style-type: none"> - Praise-singers and Poets; - Craft and Literary Projects; - Trophies and medals; - Curator
27.5.4	Hire of celebrity artists or groups subject to budget and availability of performers. The successful bidder will be responsible for all other applicable fees e.g. SAMRO, etc.
27.6	Transport
27.6.1	Provide Public Transport, based on the event plan and the demographics of the given location.
27.6.2	<p>All vehicles must meet minimum safety standards:</p> <ul style="list-style-type: none"> - Passengers liability; - Route permit; - Roadworthy certificate and - Driver's license and PDP for each driver <p>(Transportation service providers to adhere to the requirements within the transport sector, for e.g. operator card, association with taxi associations, approved route descriptions etc.)</p>
27.6.3	A complete transport plan must be developed per event mapping pickup and drop-off points to be coordinated with the pre event public communications plan.
27.7	Security Services:
	<ul style="list-style-type: none"> - Only use PSIRA certified security providers (Grades will be agreed per event subject to event security profile) - Ensure that the event and assets are secured and safe all the times. - Hire marshals (dependent on the size and conditions of the event) - Provide transport for security staff to and from venue - Security staff must be on site from the start of constructing the site 24 hours a day until the site is vacated. - Liaise with local police services to supplement security and review security arrangements
27.8	Emergency Medical Services (EMS)
	-Provide adequate medical personnel and services depending on the event.
25.9	Clearing of site <i>(before and after the event)</i>
	<p>Provide rubbish bins in strategic points right around the Venue</p> <ul style="list-style-type: none"> - Organize the cleaning of the site before the event takes place (including minor landscaping and leveling if needed) - Clear the site of all littering during the event and equipment after the event has taken place - Dispose of all refuse at a location as agreed with local municipality
27.10	Safety Structural Certificates and Certificate Of Compliance
	Safety and Health Certificates should be provided to the Project Manager / DSAC representative on all structures by 15h00 on the eve before the event.
27.11	Timeframes
	<ul style="list-style-type: none"> - The dates for the events and other details are as specified in the attached Annexure A. - Planning of an event must start as soon as the location of the event is known

	<ul style="list-style-type: none"> - Delivery and setting up of equipment must take place and be completed one day before the event to allow for inspection and issuing of certificates and sound check.
27.12	<p>Special Conditions</p> <ul style="list-style-type: none"> - Shall the successful bidder cancel his/her involvement in the contract, the said bidder shall refund the department for all costs affected by the department, and depending on circumstances, necessary legal action will be taken. - In the unlikely situation of an event that has already been ordered by the Department being cancelled the supplier will only be reimbursed to the extent that actual cost were incurred with the event management fee being proportionately reduced in line with the actual cost expensed relative to the original order value. - Prices must be inclusive of delivery and VAT (all bidders must be VAT registered) - Penalty clause: In the event that any of the conditions tabulated above are not met or partially met, DSAC reserves the right to deduct a corresponding amount of money from the agreed amount of the bid. - In addition to any other terms that may be agreed to, the successful service provider will permit the Department to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Department.

27.13	<p>Pricing Schedules</p> <p>The following pricing schedules are applicable to this bid: SBD 3.1: Pricing schedule – firm prices (purchase)</p> <p>Pricing Submission: Annexure's A2 – A4</p> <p>All rates must be VAT inclusive. As from 01 April 2026, the compulsory VAT registration threshold significantly increased to R2.3 million (From R1 million) annually, and the voluntary registration threshold increased to R120 000.</p>
27.14	<p>Number of Events Dates</p> <p>The dates of events will be as per the attached calendar (See Annexure A1 – Section 28), however, the department may add events but will give a minimum of 2 weeks' notice.</p>

Section 28: Schedule of Events

Annexure A 1

Date	Event	Estimated Attendance
Commemorative and National Days		
21 March	Human Rights Day	4 000
27 April	Freedom Day	4 000
25 May	Africa Day	3 000
16 June	Youth Day	4 000
9 August	Women's Day	4 000
24 September	Heritage Day	3 300
8 November	Mayibuye Uprising	600
16 December	Reconciliation Day	1 500
December	Social Cohesion Dialogues	800
Departmental related events		
To be determined	Launch and celebrations (Garden of remembrance)	1 000
To be determined	Reburial and repatriations	1500
To be determined	Library Programmes:	
	1. Library Awareness & Outreach	1 000
	2. Library Openings	1 000
3. Book Launches	250	
February, March and April – Yearly	Sport and Recreation Programmes: 1. School Sport District, Provincial and National Autumn Games.	1 000

October, November and December – Yearly	2. School Sport District, Provincial and National Winter Games.	1 000
	3. District, Provincial and National Indigenous Games.	350
	4. District, Provincial and National Rural Games.	500
	5. Youth Camp/Similar	300
	6. National Recreation Day	1 000
	7. Big Walk	1 000
	8. District, Provincial and National School Sport Summer Championships	1 000
	9. Sport Awards: Provincial	1000
	10. Sport Awards: National	1000
	11. Soccer Tournaments (Districts/Provincial/National Teams)	5000 5000
	12. Wildeklawer	10 000
	Employee Health and Wellness Programmes/Other Programmes	
To be determined	1. Gender-based violence and femicide (GBVF) awareness,	1 000
	2. Employee Health Days,	500
	3. Employee Wellness Days,	500
	4. Physical health programs,	500
	5. Mental health programs,	500
	6. Work-life balance programs	500
	7. Team building programs,	500
	8. Educative programs and	500

	9. Financial wellness programs	500
	10. Strategic Planning Session	350
	11. Budget Council	250
	12. Ministerial outreach programs	250
	13. Ministerial stakeholder engagement	250
	14. SMS/Departmental/Bid Committee Meetings	350
	15. Long service awards	1000
	16. Diamond and Dorings Festival	10 000
	17. Yonder Festival	10 000

The events listed above are not exhaustive. Additional events aligned with the core mandate of the department may be included during the term of the contract, subject to budget availability.



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

EVALUATION CRITERIA

**APPOINTMENT OF A PANEL OF EVENTS
MANAGEMENT COMPANIES TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING OF
DEPARTMENTAL EVENTS FOR A PERIOD OF
THREE (3) YEARS.**

NCDSAC-001-2026/27



DEPARTMENT OF SPORT, ARTS AND CULTURE

For enquiries please contact the Manager: Supply Chain Management

19 – 24 Recreation Road, Florianville, Kimberley

E-mail: hnieuwwenhuizen@ncpg.gov.za

Cell: 082 605 4028

Evaluation Criteria

Bids will be evaluated in accordance with the Department's Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

The evaluation of bids will consist of the following two (2) stages:

Stage 1	Stage 2	Stage 3
Mandatory and other bid requirements	Functionality	Price and Preference Points
Compliance with mandatory and other bid requirements. Bidders that do not comply with the compulsory requirements will automatically be eliminated.	Bids will be assessed to verify bidder's capability and ability to execute the contract. Bidders scoring less than 65 points during this stage of the evaluation will be eliminated and shall not be considered.	The bid will be subjected to the Preferential Procurement Regulations, 2022.

Stage 1: Administrative Compliance Requirements

- ✓ Fully filled in and signed NCP 1;
- ✓ Fully filled in and signed pricing schedule for firm prices (purchases) SBD 3.1;
- ✓ Fully filled in and signed bidders disclosure SBD 4;
- ✓ Fully filled in and signed preference points claim form in terms of the Preferential Procurement Regulations 2022 SBD 6.1;
- ✓ Fully filled in and contract form for purchases of goods/works SBD 7.1;
- ✓ Fully filled in and contract form for rendering of services SBD 7.2;
- ✓ General Conditions of Contract;
- ✓ Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Report to be attached;
- ✓ Tax compliance Status Pin Issued by SARS;

- ✓ Companies and Intellectual Property Commission (CIPC) Certificate/CK Documents;
- ✓ ID Copies of the shareholders/directors/owners;
- ✓ Occupational Health and Safety Act 85 of 1993 - Certificate of Good Standing;
- ✓ Valid BBBEE Certificate (BEE Accreditation is strictly required to be obtained from a South African National Accreditation System (SANAS) Registered BEE Verification Agency only. Bidders who qualify as Exempted Micro Enterprise (EME) must submit a sworn affidavit signed by the EME Representative and attested by a Commissioner of Oaths);
- ✓ Company profile (including organogram/organizational structure of the company, credentials/CV's and ID copies of all staff members involved during the events i.e. experience and qualifications of key personnel/project team member. Experience gained, roles and responsibilities for each member during an event must be clearly indicated;
- ✓ Business Profile to be submitted. It provides essential information of events management projects, proof of previous work undertaken in this respect (event resume) with pictures of the event, contactable references per event, good and or services that were delivered during the events, financial information (appointment letters/order numbers/contracts/signed service level agreements issued) per completed project and close out reports;
- ✓ In case of a Joint Venture the following documents must be submitted:
 - (i) Valid joint venture agreement signed by all relevant parties and witnessed;
 - (ii) Consolidated BBBEE Certificate (if not consolidated, preference points will be zero (0));
 - (iii) Tax compliance Status Pin Issued by SARS of all parties;
 - (iv) Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Reports of all parties to be attached;
 - (v) Companies and Intellectual Property Commission (CIPC) Certificates of all parties;
 - (vi) ID Copies of the shareholders of all parties;

- (vii) Company profile of all parties.
- (viii) Business profiles of all parties.

Stage 2: Technical Evaluation Criteria

A total of 65 points are allocated for functionality evaluation according to the following criteria:

Description/Criteria	Weight	Documentary Evidence/ Scoring guideline	Value
1. Knowledge, experience, track record and proof of successful delivery of events of this nature. Bidders must provide a list of at least five (5) references not older than eight (8) years.	40	Provide signed (delegated authority) reference letters on the client's letterhead.	
		Five (5) or more contactable references to the value from R2 000 000 up to the value of R3 000 000 for 3 000 and above people.	4 = 40
		Five (5) or more contactable references to the value from R1 500 000 up to the value of R1 999 999 for 2 000 – 2 999 people.	3 = 30
		Five (5) or more contactable references to the value from R1 000 000 up to the value of R1 499 999 for 1 000 – 1 999 people	2 = 20
		Five (5) or more contactable references to the value from R750 000 up to the value of R1 000 000 for 500 – 999 people	1 = 10
		Non submission or submission of less than five (5) reference letters	0 = 0
2. Profile of project team/Human Resources	15	Acceptable staff complement (8 – 10 staff members)	3 = 15
		Acceptable staff complement (5 – 7 staff members)	2 = 10
		Acceptable staff complement (3 - 4 staff members)	1 = 5

		Acceptable staff complement (2 staff members)	0 = 0
		Acceptable staff complement (1 staff members) (Copies of ID's, CV's of each team member)	
3. Financial viability	25	Submission of: Annual financial statements (Including statement of comprehensive income, statement of financial position, statement of cash flow and accompanying notes not older than 12 months (2023 financial year onwards) which clearly indicates that the bidder has cash or cash equivalents, stamped bank guarantee letter or available overdraft facility stamped by the bank /funding commitment letter from registered financial institution and will count as follows: A) Supplying a R2 000 000 financial guarantee B) Supplying a R1 500 000 financial guarantee C) Supplying a R1 000 000 financial guarantee D) Supplying a financial guarantee of less than R1 000 000	3 = 25 2 = 15 1 = 5 0 = 0
4. Locality	20	Indicate and provide proof if your company has a functional local office within the Northern Cape. The company is based outside of the Northern Cape Office. (Proof of municipal account/signed lease agreement reflecting the name and business address as per FICA requirements (not an affidavit) must be attached	2 = 20 1 = 10
Total points	100		

Any bidder that does not meet the minimum threshold of 65 points will be eliminated and will not be considered. For the purposes of comparison and in order for meaningful evaluation,

bidders are requested to furnish detailed company information (Stage 1: Administrative Compliance Requirements) in substantiation of compliance to functionality criteria as stated above. Compulsory verification will be conducted on points 1 – 4 of the functionality by the Department and false information provided will disqualify a bidder.

The Events Management Company including their directors/owners with adverse findings from the State Security Agency (SSA) will not be considered for appointment. The recommendation/s of the State Security Agency (SSA) will be taken into account for this bid.

Stage 3: Price and Preference Points

Information to be provided for Specific Goals:

HDI and Specific Goals:	Documentation to be submitted by bidders to validate their claim for Specific Goals Points:
An EME or QSE which is at least 51% owned by black people	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by women	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by youth	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and

	<ul style="list-style-type: none"> ✓ Latest Central Supplier Database report
<p>An EME or QSE which is at least 51% owned by people with disability</p>	<ul style="list-style-type: none"> ✓ Certified copy of ID (Mandatory) or; ✓ Certified copy of Medical Certificate or; ✓ Certified copy of South African Social Security Agency (SASSA) registration or; ✓ Medical certificate/ South African Revenue Services disability registration ✓ Certified copy of National Council for Persons with Physical Disability in South Africa Registration (NCPDPSA) ✓ Certified copy of CIPC (Company Registration Documents) and ✓ Latest Central Supplier Database report.

Signature.....

Date:.....

Print Name:.....

On behalf of the tenderer (duly authorized)



**DEPARTMENT OF SPORT, ARTS AND
CULTURE**

**BID PRICING SCHEDULE - ANNEXURE A2, A3
& A4**

**APPOINTMENT OF A PANEL OF EVENTS
MANAGEMENT COMPANIES TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING OF
DEPARTMENTAL EVENTS FOR A PERIOD OF
THREE (3) YEARS.**

NCDSAC-001-2026/27

**PRICING SUBMISSION**

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT COMPANIES
TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL
DAYS AND HOSTING OF DEPARTMENTAL EVENTS OF THREE (3)
YEARS.

BIDDER NAME

PRICE INSTRUCTIONS**1. STRUCTURE OF THE TENDER**

This spreadsheet for [BID: NCDSAC-001-2026/27](#) contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES**2.1 Tender submission format**

2.1.1 Bidders must submit a paper copy of the Pricing Schedule. It is advisable that the bidder completes the pricing schedule electronically and print it out once completed, and submit as part of the bid proposal.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the template attached, which is [events management fee model](#).

2.2 Input spreadsheets

2.2.1 The Pricing Schedule/Submission Templates are contained within the one (1) Excel Workbook.

2.2.2 Bidders must not make any changes to the spreadsheet or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable. Increases for the outer years has already been inserted as part of the calculations.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. **The Bidder must complete all the relevant input cells (C5 - C376 only) for the bid. No other cells must be changed in any way whatsoever. Once completed the sheet will automatically calculated pricing for Year 2 and Year 3.**

2.2.5 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.2 The Pricing Schedule template is designed such that VAT will be excluded during the Bidders "input pricing" and VAT will be automatically calculated at the end of the template.

2.3.3 Bidders are advised not to change the format and layout of the the Pricing Schedule Template.

EVENT SCHEDULE - ANNEXURE A3

NCDS&C-001-2024/27: The appointment of a panel of four events management company's to organize and manage the commemoration of national days and hosting of departmental events for a period of 3 years.

Product / Services	Transaction fee Year 1 (Excl. VAT)		Transaction fee Year 2 (Excl. VAT)		Transaction fee Year 3 (Excl. VAT)		
	Quantity	Unit Price (Excl. VAT)	TOTAL Price (Excl. VAT)	Unit Price (Excl. VAT)	TOTAL Price (Excl. VAT)	Unit Price (Excl. VAT)	TOTAL Price (Excl. VAT)
1. Site Infrastructure/Tents and Marquees (Aluminium)							
Rental of Free Standing Tent (20m x 40m)	7	R	R	R	R	R	R
Rental of Free Standing Tent (20m x 30m)	7	R	R	R	R	R	R
Rental of Free Standing Tent (25m x 100m)	7	R	R	R	R	R	R
Rental of Free Standing Tent (50m x 100m)	7	R	R	R	R	R	R
Rental of Free Standing Tent for VIP's/Artists/Peels/Chairs (5m x 10m)	7	R	R	R	R	R	R
Rental of Free Standing Tent for Media (5m x 5m)	7	R	R	R	R	R	R
Rental of Free Standing Tent for EMS (5m x 5m)	7	R	R	R	R	R	R
Transporting of other items (Podium, chairs, gas heaters, portable air conditioners, tables, toilets, generator etc.) - Rate per kilometre per truck (Estimated kilometres - 500)	500	R	R	R	R	R	R
Transporting of tents - Rate per kilometre per truck (Estimated kilometres - 500)	500	R	R	R	R	R	R

(Interlocking plastic flooring to be included as part of the rental of tents)

2. Site Infrastructure/Tents and Marquees (peg and pole)

- 2.1 Rental of peg and pole for Exhibitors (5m x 5m)
- 2.2 Rental of waterproof ground coverings

7	R	R	R	R	R	R	R
7	R	R	R	R	R	R	R

3. Stage construction

Podium Group Stage

- Rental of a stage to accommodate VIP Guests inside the tent at a demarcated area.
- Rental for the podium group (VIP) Stage

7	R	R	R	R	R	R	R
7	R	R	R	R	R	R	R

4. Chairs

- Rental of plastic chairs
- Rental of Ikkony chairs (similar for VIP Guests)

14000	R	R	R	R	R	R	R
280	R	R	R	R	R	R	R

5. Tables

- Rental of rectangular tables measuring 2m x 9m
- Rental of round tables measuring 1.8m round

245	R	R	R	R	R	R	R
145	R	R	R	R	R	R	R

17.1 Catering (Including Halal and Vegetarian)

Menu 1 (2000 people): Disposable packaging

Stump, beef stew, pumpkin, one seasonal fruit and one buddy coldrink

1000	R	-	R	-	R	-	R	-	R	-	R
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Menu 2 (2000 people): Disposable packaging

¼ Grilled Chicken, 2 buttered rolls, - 1x Chocaidaka, one seasonal fruit and one buddy coldrink

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Menu 3 (2000 people): Disposable packaging

Rice, chicken stew, creamy spinach, one seasonal fruit and one buddy coldrink 440ml

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Menu - 200 Bidders: Disposable packaging

Hotdogs, packet of chips, buddy coldrink 440ml, health bar and seasonal fruit

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Menu 4 (120 people): Chicken and coffee to be included

Rice/salmon/ramp, lamp stew, cream spinach, - pumpkin, green salad including olives, feta cheese (salad dressing separately).

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Menu 5 (120 people)

Grilled fish, savoury rice, green salad, including olives, feta cheese (salad dressing separately) chips, one bottle grapefruit/apples/orange/juice 100%.

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

(All food to be properly packaged)

Menu 6 (120 people)

3,7 Main Course Bormati Rice, Beef Stew, Grilled Chicken and 2 Country Crap Veggies with white or Cheese Sauce, Grilled Sabas : Greek Salad including Feta Cheese with Salad Dressing & Green Bean Salad Bullenul With Cinnamon

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

17.2 In-Route Catering & Staff Programs

Zinger Burger Meal - A spicy, crunchy chicken fillet topped with mayo and fresh veggies, chips and cold drink

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Double Crunch Burger Meal - Two crispy chicken fillets stacked with lettuce and mayo, chips and cold drink

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Colonial Burger Meal - A classic option with a perfectly seasoned chicken fillet, smoky Colonel sauce, lettuce, and pickles, chips and cold drink

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Dunked Crunch Burger Meal - Spicy twist on the classic, featuring a crispy chicken fillet dipped in a flavourful coating, topped with crunchy lettuce and mayo, chips and cold drink

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Snack Burger Meal - A smaller option with a crispy chicken fillet, lettuce, and mayo, chips and cold drink

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Bormater Zinger - Wraps (Including chips and cold drink)

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Doritos Cheese Bormater - Wraps (Including chips and cold drink)

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Bormater - Wraps (Including chips and cold drink)

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Dunked Twister - Wraps (Including chips and cold drink)

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

The Big Cheese Twister - Wraps (Including chips and cold drink)

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---

Dunked Twister - Wraps (Including chips and cold drink)

1000	R	-	R	-	R	-	R	-	R	-	R
------	---	---	---	---	---	---	---	---	---	---	---



ANNEXURE A4

RFP NO:	DEPARTMENT OF SPORT, ARTS AND CULTURE
RFP NAME:	APPOINTMENT OF A PANEL OF EVENTS MANAGEMENT COMPANY'S TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING RELATED DEPARTMENTAL EVENTS FOR 3 YEARS.
BIDDER NAME	

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Bid (RFB) Document, the General Conditions, The Requirement and all other Annexures to the RFB Document, we offer to provide [events management services](#) to the Department of Sport, Arts and Culture at the following total amounts (including VAT)

Template 1: Events Management Fee

R

-

(incl. VAT)

In words:

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Department of Sport, Arts and Culture.

We understand that Department of Sport, Arts and Culture are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Important information

The Department shall pay for the rental of generators as agreed in the contract. Diesel costs shall only be reimbursed on an adhoc basis, based on the actual utilization per hour of the generator during the event, and shall require verification of usage by an authorised DSAC Official. Receipt to be furnished for the litres of diesel purchased.

Only goods and services specified in this tender shall be provided. No funds may be distributed to third parties outside the scope of this tender. Transfer payments are strictly prohibited from this tender.

In the event that the catering menu is amended from what was originally specified in the tender, the department shall only be liable for an amount equivalent to the value of the original agreed menu prices.

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF:

Tel No:

Fax No:

Cell No: