



REQUEST FOR BID

GOODS	
SERVICES	X

DESCRIPTION:	APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON THE PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR A PERIOD OF THIRTY - SIX (36) MONTHS		
RFQ NUMBER:	SACREMS2024		
CLOSING DATE AND TIME:	31 JANUARY 2025 @ 11H00		
QUOTATIONS TO BE SUBMITTED TO:	SUPPLY CHAIN MANAGEMENT OFFICE ZANA BUILDING CNR: HENRY AND HILL STREET		
PREFERENCE POINTS SYSTEM:	80/20		
DELIVERY INFORMATION - N/A			
LOCATION:		BLOEMFONTEIN	
Enquiries relating to bidding procedures may be directed to:		Technical enquiries may be directed to:	
Contact person:	Mr MASISI	Contact person:	Mr RAMABULANA
E- Mail address:	masisi@sacr.fs.gov.za	E- mail address:	ramabulana.ta@sacr.fs.gov.za
Telephone No:	066 474 7494	Telephone No:	083 707 0210



BID SPECIFICATION

PROVISION OF SERVICE FOR THE APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR A PERIOD OF THIRTY - SIX (36) MONTHS
TENDER NO: DSACRFS 2024

NAME OF BIDDERS

.....

TICK NOT MORE THAN ONE CATEGORY WISHES TO BID

CATEGORIES TO SELECT FOR SERVICE WISHES TO BID	DATE FOR BRIEFING SESSION	TICKET YOUR INTEREST CATEGORY
THABO MOFUTSANYA DISTRICT MUNICIPALITY BASOTHO CULTURAL VILLAGE	24 JANUARY 2025 10H00	
FEZILE DABI DISTRICT MUNICIPALITY SASOLBURG LIBRARY-TOWN	23 JANUARY 2025 10H00	
LEJWELEPUTSWA DISTRICT MUNICIPALITY ARTS CENTER: WELKOM	22 JANUARY 2025	
MANGAUNG METROPOLITAN MUNICIPALITY PSYCHRATIC COMPLEX FSSI LECTURE HALL	21 JANUARY 2025 10H00	
XHARIEP DISTRICT MUNICIPALITY TROMPSBURG TOWN HALL	20 JANUARY 2025 10H00	



COMPANY INFORMATION

BUSINESS INFORMATION	
Title (Prof./Dr/Mr/Mrs/Ms and Surname)	
Business Trading Name (as per CIPRO)	
Previous Name of Business (if Applicable)	
PHYSICAL ADDRESS OF THE BUSINESS	POSTAL ADDRESS OF BUSINESS
CONTACT DETAILS	
Office	
Mobile	
Accounts Department	
Business Email	
Business Registration Number	
Tax Number	
VAT (if applicable)	
Authorised Signature	



1. THE PROJECT BACKGROUND AND GOALS

1.1. The user background to the project effort.

The DSACR requires a service of obligatory quality to be delivered in all instances in line with the defined requirements outlined in this document. Tendering companies should note that quotations will be requested from successful companies on a rotational basis. The contract will be managed with an open procurement approach with unrestricted competition. Any company within a pool of companies may make a bid or refrain at will and will be allowed to compete as per SCM prescripts. The contract will be for three (3) years.

The Department of Sport, Arts, Culture, and Recreation (DSACR) saw the need to outsource the service to a panel of event management service providers to assist in implementing and conceptualizing events and other department initiatives.

1.2. Goals of the project

The DSACR plans to appoint a panel of pre-qualified events management companies to coordinate and host events and special projects.

In the quest to grow the Sports, Arts, and Culture sector and to contribute significantly to the economy while fostering a more cohesive and united society, the DSACR is involved more than activities and initiatives frequently year-round. Naturally, the planning, staging, and overall management of events form a big part of the scope of work. It's therefore crucial that the events not only satisfy the functional/technical objective but also contribute to the Department's key strategic objectives that would apply to an event, namely:

- Transformed, modernized sports and cultural landscapes contribute to social cohesion and nation-building. A State economically transformed through the business of creative industries.
- Free State economically transformed through the business of sport.
- Develop, transform, promote, and modernize sustainable library, information, and archives services.
- Capable and activist administration contributes to a modern developmental state to promote good governance.

The latter expresses how the department delivers its enormous range of projects, interventions, initiatives, and services, using public resources to unlock the sector's potential and cultivate the landscape for tangible growth and development.

2. GENERAL CONDITIONS OF BID

2.1 PROPRIETARY INFORMATION

- 2.1.1** The Department of Sports, Arts, Culture, and Recreation (SACR) considers this Request for BID (RFP) and all related information, written or verbal, provided to the respondent to be proprietary to SACR. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of SACR.



3. ENQUIRIES

- 3.1 Any enquiry regarding this bid invitation and specification shall be submitted in writing to: masisi@sacr.fs.gov.za. copying ramabulana.ta@sacr.fs.gov.za with tender number as reference or subject.
- 3.2 Enquiries shall only be entertained until 5 working days before the closing date of the tender and will not be entertained after **16h00 daily**.
- 3.3 The inquiries will be consolidated, and SACR will issue one response, which will be posted within two days after the last day of inquiries.
- 3.4 The SACR may respond to any enquiry in its absolute discretion, and the bidder acknowledges that it will have no claim against the department on the basis that its bid was disadvantaged by a lack of information or an inability to resolve ambiguities.

4 BID VALIDITY PERIOD AND GENERAL REQUIREMENTS

- 4.1 The proposal shall be valid for at least 4 months (120 days) calculated from the closing date.
- 4.2 Appointment as a successful bidder shall be subject to parties agreeing on mutually acceptable contractual terms and conditions.
- 4.3 DSACR reserves the right to appoint an alternative supplier if parties disagree.
- 4.4 No regret letters will be sent to unsuccessful bidders.
- 4.5 All documentation submitted in response to this tender must be in English.

5 TERMS OF CONTRACT

The term of the contract will be for the duration of the event but appointment for three years.

5.1 TERMS & CONDITIONS OF TENDER

- 5.1.1 The Department reserves the right to reduce or increase the total quantity of items required in the tender.
- 5.1.2 The successful tenderer will be required to allow Department personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.
- 5.1.3 DSACR does not necessarily have to appoint the highest-scoring bidder; it reserves the right to appoint anyone.
- 5.1.4 Sub-service providers/sub-contracting will be allowed with the approval of the department



- 5.1.5 The tender submitted must remain Valid for 120 days after the closing date.
- 5.1.6 The Department shall deploy its Finance, SCM, and Internal Audit during the event for compliance purposes of this event and any related matters
- 5.1.7 All returnable documents must be in a separate file, clearly indexed and separated by marked sheets.
- 5.1.8 Initials must be on all pages of the tender document.
- 5.1.9 All proposals are to be sealed. No open proposal will be accepted.
- 5.1.10 All proposals must be marked with the Project number and the bidder's name.
- 5.1.11 No tender will be considered after the closing date and time as stipulated in the bid document

6. DSACR RESERVES THE RIGHT TO,

- 6.1 Extend the closing date through the same communication medium used for the invitation.
- 6.2 Extend the tender validity period before the expiry date of the original validity period.
- 6.3 Verify any information contained in the tender proposal.
- 6.4 Request any further documentary proof regarding any declaration.
- 6.5 To appoint more than one supplier and unbundled services for the event (Award this tender as a whole or in part.).
- 6.6 Cancel or withdraw this tender as a whole or in part.
- 6.7 The Service Provider must prove that he/she has the necessary expertise, experience, and knowledge in the audit field.
- 6.8 To reduce or increase the total quantity of items required in the tender.



7. INSTRUCTIONS ON SUBMISSION OF BIDS

- 7.1 Bids should be submitted in PDF format, bound in a sealed envelope endorsed by SACREMS2024 and marked APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR THIRTY—**SIX (36) MONTHS**.
- 7.2 The sealed envelopes must be placed in the bid box at the Main Reception area of the SACR-Zana Building, Cnr. Hill and Henry Street, Bloemfontein, by no later than **11:00 noon on FRIDAY, 24th JANUARY 2024**, and be placed in a tender box on the ground floor stipulated in the tender description. Bids must be submitted in the prescribed response format, herein reflected as **Response Format**.
- 7.3 The bid closing date, bidder name, and the return address must also be endorsed on the envelope. Suppose a courier service company is being used to deliver the bid response. In that case, the bid description must be endorsed on the delivery note/courier packaging, and the courier must ensure that documents are placed/deposited into the bid box. **The SACR will not be held responsible for delays in submitting bid documents to the SACR-SCM Office.**
- 7.4 Where a bid response is not in the bid box at the bid closing, such a bid document will be regarded as a late bid. **The SACR's policy is not to consider late bids for tender evaluation.**
- 7.5 Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.
- 7.6 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 7.7 A non-compulsory briefing session will be held. During the briefing session, enough information will be provided to possible tenderers to allow them to provide a detailed tender proposal to the department
- 7.8 **It is mandatory for the bidders to comply with the bid conditions.**



8. SPECIFICATION BACKGROUND

8.1 Department of Sports, Arts, Culture and Recreation Free State wishes to establish a panel of suitably qualified and experienced service providers who will be expected to plan, conceptualize, organize, implement, manage, and coordinate different categories of various events but not limited to the following for 36 months:

- 8.1.1 Indigenous Games and Big Walk
- 8.1.2 Provincial and National School Sports Championship
- 8.1.3 Recreation and Commemorative Day(s)
- 8.1.4 Departmental Outreach and Competitions
- 6.1.1 Departmental Arts and Culture Festival(s) and Literacy Festival(s)
- 6.1.2 Exhibitions; Workshops, Training, Conferences and Seminars
- 6.1.3 Days Celebrated in South Africa;
- 6.1.4 Launches and Openings;
- 6.1.5 Other non-specified events that relate to the department mandate.

6.2 The department will initiate several events over the next 36 months. Successful events management companies must have the ability, financial capacity, infrastructure, experience, and knowledge to manage all events and special projects on behalf of the department and in conjunction with the department events managers.

6.3 Events will be held at different locations and venues with varying facilities. They will take place at formal venues such as professional conferencing facilities and in rural areas with little or no facilities.

6.4 The department invites suitably qualified and experienced service providers to serve on its panel of event Managers for different services outlined in the document.

6.5 The Service Provider will manage and administrate events in consultation with a departmental representative.

6.6 Panel members must submit specific bids when the services are required.

6.7 This panel shall be in place for a period of three years, after which the panel will be dissolved, and a new panel will be established to make DSACR alive with activities,

6.8 The successful service providers must have the ability, financial capacity, infrastructure, experience, and knowledge to manage all events and special projects on behalf of the department and in conjunction with the departmental representatives.

6.9 The events would be focused on involving various stakeholders for an enhanced sense of inclusion, greater awareness about the celebration, and strengthening the identity of the Department, Free State Province in particular, and the intent of the celebration is to promote the province both Arts, Culture, and Sports but not limited and the string of events targeted to reach out to different stakeholders and these events would be conducted in collaboration with different organizations both in the Province and National space.



7. THE PROCURING DEPARTMENT

7.1 Department of Sport, Arts, Culture and Recreation (DSACR).

8. SERVICES REQUIRED

8.1 Broad scope and definitions of work that a service provider may require.

9. APPOINTMENT OF SERVICE PROVIDERS TO SERVE ON THE PANEL

9.1 Service Providers who wish to respond should know services might be subdivided for equal opportunities and attraction of different audiences as follows:

- 9.1.1 Marquee tents, Flooring, Chairs, Toilets, Aircon, decoration(s)
- 9.1.2 Stage, Sound, Screens, Generator and Lights
- 9.1.3 Live Streaming and Videography
- 9.1.4 Exhibition Materials
- 9.1.5 Artists
- 9.1.6 Catering
- 9.1.7 Marketing
- 9.1.8 Security

NB: The department reserves rights to group or unbundle six (6) services under Pricing

- 9.2 The Department would like to ensure an equitable split of work for all service providers on the panel on a rotational basis.
- 9.3 Service Providers on the panel that have been awarded an event on both will be eliminated from the next round of invitation offers
- 9.4 A separate portfolio of evidence must be completed for each category that a service provider wants to apply for. Clause 14 of this bid on page 10 must be adhered to and submitted as mandatory information.
- 9.5 The appointed company will be required to present to the department how outsourcing or subcontracting will take place (list of companies provided), the payments, final payments, budget reconciliation, and management fees involved. The appointed company will select subcontractors in consultation with the Department.
- 9.6 Continuous liaison between the Department and the appointed company will occur until the event is successfully completed, and a short debriefing meeting will be convened immediately after the event.
- 9.7 A post-event report should be submitted within two weeks after the event. It must include, but is not limited to, the number of jobs created during the event, for example, 60% women, 25% youth, 5% people with disabilities, and 10% Previously Historically disadvantaged individuals.
- 9.8 The department will be initiating many events over the next 36-month period.



10. PROCEDURES TO BE FOLLOWED WHEN APPOINTED

10.1 Before the appointed company will commence with its work, the following procedures will be followed:

- 10.1.1 The Department will give the appointed event management company, where possible, five (5) days' notice before the culmination of an event. In cases where dates are available, the event management company will be informed earlier. It should, however, be noted that in some urgent cases, notification may be at a shorter period;
- 10.1.2 A formal proposal on the way forward will be made to the DSACR with a draft budget (full breakdown of costs) attached to it;
- 10.1.3 The appointed event management company will be requested to attend a briefing meeting with the DSACR.
- 10.1.4 After that, the appointed event management company can brainstorm internally on the implementation strategies for the specific event;
- 10.1.5 The appointed event management company will be required to source some of the services where the events are taking place, and the department will provide the potential local service provider from the internal database.
- 10.1.6 The Department will subsequently approve the budget and approve the work to commence on the specific event;
- 10.1.7 Continuous liaison between the Department and the appointed event management company will take place on a weekly and sometimes daily basis;
- 10.1.8 The appointed event management Company will also be informed of the center/town where the event should occur, and in some cases, the Department may wish to specify the venue for the event.

11. MANAGEMENT OF A SERVICE PROVIDER THAT HAS BEEN APPOINTED TO MANAGE AN EVENT

11.1 DEPARTMENT OVERSIGHT

- 11.1.1 The department shall establish a steering committee to oversee the event.
- 11.1.2 The steering committee shall approve all arrangements for an event.
- 11.1.3 The steering committee may conduct a site inspection with the service provider before an event.
- 11.1.4 A service provider must develop a project charter, including tasks and deadlines for the event.
- 11.1.5 The steering committee must approve the project charter.



11.2 OBLIGATIONS OF THE SERVICE PROVIDER

- 11.2.1 The Service Provider shall provide management services regarding quality and quantity control and supervision of the preparations.
- 11.2.2 The Service Provider shall manage and control its staff on the premises where the function is to be catered for.
- 11.2.3 The Service Provider to deliver the service upon receiving of an official order.
- 11.2.4 The Service Provider shall submit its account directly after the function.
- 11.2.5 Claims for payments shall be submitted on official invoices.

11.3 SERVICE PROVIDER'S TERMS OF REFERENCE

- 11.3.1 DSACR intends to enter a formal Service Level Agreement with the successful Service Provider(s) to provide the services described hereunder.
- 11.3.2 The Terms of Reference (ToR) would guide the process of selecting and appointing a qualified service provider by ensuring a match between DSACR's specification requirements and the service provider's knowledge and experience.
- 11.3.3 These ToRs and the service provider's proposal will form the basis of the service level agreement to be entered into between the parties.

11.4 COMPLETION OF TENDER DOCUMENTS

- 11.4.1 The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. The declaration must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.

12. TENDER DOCUMENTS MAY NOT BE RETYPED.

- 12.1 Retyped documents will result in the disqualification of the tender.
- 13. The complete original tender document must be returned. Missing pages will result in the tender being disqualified.
- 14. No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will automatically disqualify the tender. Any ambiguity must be cleared with the tender contact person before the tender is closed.

**15. MANDATORY SUBMISSIONS – STAGE****PLEASE COMPLETE THE TABLE BELOW AND ATTACH SUPPORTING DOCUMENTS**

NO	DESCRIPTION	Yes/ NO	Office use only
1	Company Registration Certificate – CIPC		
2	Valid SARS Tax Pin and/or Certificate		
3	Comprehensive Company Profile		
4	Proof of Business Address		
5	Fully Initialled & Completed all tender document pages		
6	Signed Declaration of Interest		
8	Audited Annual Financial Statement within 12 months (2022/2023)		
9	Completion of the Standard Bidding Forms (SBD1, 3.1, 4, 6.1 or 6.2)		
10	Valid PSIRA Registration Certificate (Security Services)		
11	Valid CATERING HEALTH Certificate (Municipality)		
12	Certified ID of Directors (not older than 3 months)		
13	Public Liability Insurance (minimum of R 10 million)		

All relevant sections were completed and signed, and the authorized signatory initialled all pages of the tender document. Proof should be attached that the signatory is duly authorized to enter into a contractual agreement with the Department on behalf of the organization.

DECLARATION

I declare that all relevant documentation has been included with the bid document and that all the tender conditions have been adhered to. I give consent for all documents submitted to be verified by any government process.

.....
Name.....
Signature.....
Date.....
Capacity.....
Name of Firm



16. PROHIBITION OF RESTRICTIVE PRACTICES

- 16.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 16.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 16.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition, and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

17. RIGHTS RESERVED

Bidders should note that DSACR reserves the right to negotiate terms and conditions after selecting the successful tender. DSACR reserves the right to accept any proposal submitted or reject all proposals. DSACR may request clarification in writing on any aspect of a response to this invitation.

18. PARENT/SUBSIDIARY COMPANY

A Company shall be defined as a legal persona, and tender documents submitted shall reflect those of the registered Company in terms of the Companies Act. A Subsidiary Company tendering shall not submit the Parent Company's information in terms of Company Registration, BBBEE certificate or Sworn Affidavit, SARS certificate, and financial statements. All Directors of the tendering Company, all Members of the Close Corporation and partners in a Partnership or Joint Venture must enclose a certified copy of their Identity Document and proof of their share of ownership.

19. TAXES AND DUTIES

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order, i.e. a valid SARS Tax pin.

20. DECLARATION OF INTEREST

The Tender document must include a signed declaration of interests.



21. CONSORTIUMS AND JOINT VENTURES

22. Consortiums and Joint Ventures are applicable for this tender, and an explicit agreement is to be submitted.

23. SUBMISSION OF FINANCIAL RECORDS

In terms of the New Companies Act, the Tenderer is to submit Audited Financial Statements (AFS), the most recent AFS not older than 12 months. Certain Companies may not require Audited Financial Statements, such as Sole Traders, Partnerships, and Close Corporations, as long as they abide by the New Companies Act. The Financial Statements are to be attested by a qualified Chartered Accountant (SA).

24. ACCEPTANCE OR REJECTION OF A TENDER

The Department reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Department does not bind itself to accepting the lowest tender or the tender scoring the highest points.

25. FINANCIAL IMPLICATIONS

- 25.1 No service will be provided to the Department before an official order has been issued to the supplier or service provider.
- 25.2 The service provider should be aware that department only pays after the services have been rendered.
- 25.3 Payments will be done within 30 days of receipt of an invoice with all required supporting documents as per the Service Level Agreement.
- 25.4 Payments will be made by the Department after the service provider has submitted an invoice supported by all requisite documents.
- 25.5 In terms of Treasury Regulations, the department cannot make advance payments. Payments will be made only upon work completed. Companies will therefore have to have a cash flow guarantee of at least to deliver the services of category chose

26. PRICES

Prices will be requested as when there is a need to all service providers who will be listed as part of the department panel and adhering to bid conditions on rotational basis or method agreed by the department to use for fair and equal bases

27. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000

In relation to section 37 (1) (a) (b) and s9 (b) (i) of this Act, the Bidder 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 as far as may be necessary for purposes of such performance.



28. PROTECTION OF PERSONAL INFORMATION ACT, 2013

The successful Service Provider shall abide by the Department's protection of personal information. Privacy includes the right to protection against unlawful collection, retention, dissemination, and use of personal information. The successful bidder shall heed the right of privacy of this Act subject to justifiable limitations aimed at protecting other rights and important interests.

29. COST OF BIDDING

- 29.1 The bidder shall bear all costs associated with preparing and submitting its bid, and the Department will not be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- 29.2 The bidder will not be entitled to claim for travel and subsistence expenses from the Department. These charges must be included in the bid price if such costs are applicable.

30. PRESENTATION

- 30.1 The Department of Sport, Arts, and Culture may request presentations and interviews from short-listed bidders as part of the bid process.

31. SUPPLIER DUE DILIGENCE

- 31.1 The State reserves the right to conduct supplier due diligence before the final award or during the contract period. Bidders must note that the Department will verify the information submitted, and any misrepresentation will result in automatic disqualification.

32. LEGITIMACY OF INFORMATION

Bidders declare information furnished in this tender to be precise, accurate, and bonafide. In the event where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract.

33. NATURE OF SERVICE

The nature of service the Department enters with the successful bidder is based on the price offered and accepted for the contract duration. If prices increase due to external environmental factors, such as Industry factors in relation to an increase in international prices.

34. PROTECTION OF PERSONAL INFORMATION ACT NO.4 OF 2013 (POPIA)

Bidders agree to comply with the provisions of the POPIA when dealing or exchanging personal information of each other.



35. PART 2: SCOPE OF WORK AND DELIVERABLES

The scope of work shall broadly include but not limited to the following:

35.1 Conceptualisation of the Event

35.1.1 The event management company will be responsible for the conceptualisation and assessment of the type and magnitude of the event in consultation with the Department

35.1.2 Marketing Branding and Communication. This task will include:

35.1.2.1 Finalisation of the event with all the sub-activities of the events;

35.1.2.2 Preparation of detailed activity plans and schedule finalization of appropriate dates, venue and logistics;

35.1.2.3 Protocols, safety, and security measures, including COVID-19 protocols.

35.2 Complete solution to the various aspects of the event

This task will include various arrangements for events. Providing all the necessary arrangements for events and sub-parts of events in terms of human resources, services, and equipment. The Company will assess all such requirements and provide the assessed items for the events.

35.3 Designing, layout, performance, and sitting plans

The Company will design, plan, and execute all the physical attributes of the events, such as sitting arrangements, stage, performance areas, circulation, venues, etc.

35.4 the service provider may expect to provide either all of the above in an event or a selection of the above.

35.5 Pictures of all implemented logistics should be submitted to the department representative after the event, and department officials will do due diligence and occurrence for all events organized by the department and

35.6 Must ensure the activation of the Joint Operations Centre for all events and provide safety certification for all infrastructure erected for the event.

36. CULTURAL PROGRAMME AT PROVINCIAL AND NATIONAL EVENTS

36.1 The events management company must appoint an artistic director for some events.

36.2 The artistic director must:

36.2.1.1 Develop the cultural program for approval by the Department for the event(s).

36.2.1.2 Provide a recommended lineup to suit the type of event and achieve the Department of Sport, Arts, and Culture objectives.

36.2.1.3 Coordinate the performance of these artists and groups on the event day.

36.2.1.4 Be the liaison body between the Department and the artists before and after the event.

36.2.1.5 Ensure proper catering arrangements are made for the cultural groups.

36.2.1.6 Handle all contracts, bookings, EFT payments, and other administrative issues related to the artist's performances.

36.2.1.7 The service provider must pay cultural groups upfront 50% where applicable and the balance immediately after its performance.

36.2.1.8 Ensure the provision of dressing rooms for artists.

36.2.1.9 Book rehearsal venues in contact with the department representative.

36.2.1.10 Ensure catering is provided.



- 36.2.1.11 Ensure that rehearsals for all cultural groups occur the day before the event, and all program participants should participate.
- 36.2.1.12 A schedule of rehearsals should be provided to the Department.
- 36.2.1.13 Appoint a stage manager to co-ordinate the performances.
- 36.2.1.14 The department should be provided with Profiles and CDs / DVDs of suggested artists to allow for an informed decision at all times.
- 36.2.1.15 The appointed company should be able to accommodate suggested changes to the line- at all times
- 36.2.1.16 Provide all technical requirements for cultural groups per their technical riders.
- 36.2.1.17 Can assemble a Film Festival, Theatre production, Dance festival, Visual arts exhibition, Craft exhibition, and any other exhibition on behalf of the department when required.
- 36.2.1.18 Ensure appropriate fees and catering arrangements for the participating creatives (crafters, designers, visual artists).
- 32.2.1.19 Ensure that all required materials and equipment, such as exhibition displays, easels, and mannequins, are in place for the exhibition's buildup.
- 32.2.1.20 Appoint a curator and/or exhibition designer to install the exhibition.
- 32.2.1.21 Appoint assistants and other casual personnel to assist in building up and breaking down the exhibition.
- 32.2.1.22 Assist with the sourcing of products for exhibition – purchase and/or hire
- 32.2.1.23 Arrange packaging (e.g. boxing and crating) and actual packing of exhibition product for freighting.
- 32.2.1.24 Arrange for the freighting and insurance of exhibition products.
- 32.2.1.25 Take charge of all the necessary liaisons about the festival, exhibition, and chosen production.
- 32.2.1.26 Provide a list of proposed productions with synopses to DSACR for approval within the specified period, often at short notice. Screening and rehearsals of the productions are regarded as an integral part of this process.
- 32.2.1.27 Manage the programming for the event.
- 32.2.1.28 Source, book, liaise, and pay for venues for the festival and exhibition.
- 32.2.1.29 External representatives may be involved. However, the departmental representative is still the central point of contact.
- 32.2.1.30 The Department will approve the final line-up to ensure that it is relevant and consistent with the event's theme.
- 32.2.1.31 Royalty costs should be included at all times for any cultural performance, sound, and stage costs.
- 32.2.1.32 A figure of approximately 10% should be budgeted from the cultural performance fees only and transferred to the relevant organization that handles music rights on behalf of the Department.
- 32.2.1.33 Proof of payment should be provided to the department to support the payment



37. ASKS AND DELIVERABLES

The following tasks and deliverables may apply to some of the events.

TASKS	
The service provider will be expected to plan, conceptualize, organize, implement, and manage events with respect to the following tasks and categories:	
6.1	LIAISON
i.	The department will contact all possible stakeholders (sport and recreation stakeholders, arts and culture stakeholders, and library stakeholders) that may be involved in the events of the Department and the delegated official/s in making
	Ensure that the event is run according to sound Events Management Standards for all arrangements of the events.
ii.	Liaison with all the service providers on-site on the days of the events.
iii.	Ensure that the DSACR representative is constantly informed of planning and that close cooperation with the delegated DSACR official is observed on the days of the events.
iv.	The Events Management company should make presentations on progress when called to do so.
v.	One point of entry into the department will be applied. Approvals and directions are only given by the DSACR representative. Liaison is, therefore, only between the service provider and the single DSACR representative and with no one else.
6.2	LOGISTICAL REQUIREMENTS



i.	<p>Provide logistical arrangements for all departmental events. Logistical arrangements may involve the following services and facilities:</p> <p>Sound;</p> <ul style="list-style-type: none"> • Audio-visual Screens; • Staging as per the technical riders; • Tents / Marquees/ Dome ; • Shaded Stages / Raised platforms; • Lecterns; • Chairs; • Tables; • Water (bottles or sachets); • Public Address System (PA system); • Standby technical assistance; • Power generator(s); • Climate control, e.g. heating and cooling; • Portable chemical toilets; • Environmental plan (Clearing and cleaning, recycling) • Signage; • Enough and safe parking; • Exhibition facilities; • Catering at events; • Site plans/layout; and • Crowd control barriers.
ii.	The service provider will expect provisions for all of the above in an event or selection of the above.
iii.	Pictures of all implemented logistics should be submitted to the DSACR representative after the event.
iv.	Ensure the activation of the Joint Operation Centre for all events and provide safety certification for all infrastructure erected for the event.
6.3	PHOTOGRAPHER AND VIDEOGRAPHER AT ANY EVENT OF THE DEPARTMENT
i.	The service provider may be required to provide a photographer and a videographer for departmental events.
ii.	The photographer and videographer may be required to attend the event being organized on behalf of the Department.



6.4	EVENT BRANDING AT ANY EVENT OF THE DEPARTMENT
i.	The service provider may be required to source and produce conventional event branding items such as Speaker scrims/towers, backdrops, fencing banners, and directional signage.
ii.	The service provider may be required to assist with setting up and dismantling branding material at Departmental events, as the DSACR determines.
iii.	The branding material will be placed according to a branding plan provided by the department, which is in line with the Marketing and PR plan for the event.
6.5	ENTERTAINMENT AT ANY EVENT OF THE DEPARTMENT
i.	The service provider will be required to appoint a creative director for some events.
ii.	<p>The appointed service provider will be expected to give guidance and advice on cultural programmes recommended by the Department.</p> <p>It should be noted that the service provider will be expected to develop a recommended line-up of performing artists to suit the type of event and help the department achieve its objectives.</p>
iii.	<p>It will be expected of the service provider to:</p> <ul style="list-style-type: none"> - co-ordinate the performance of these artists and groups on the day of the event; - be the liaison body between the Department and the artists before and after the event; - ensure proper transport, accommodation, and catering arrangements are made for the cultural groups if necessary; - handle all contracts, bookings, payments, and other administrative issues related to the artist's performances. It will be required of the service provider to pay cultural groups immediately after performances <p>and - provide dressing rooms for artists.</p> <p>The DSACR will approve the final line-up to ensure it is relevant and consistent with the event's theme.</p>
iv.	In some cases, the service provider may be required to appoint a stage manager to coordinate the performances.



v.	Profiles and CDs / DVDs of suggested artists should be provided to the Department to allow for an informed decision at all times.
vi.	The service provider should be able to accommodate suggested changes to the artist's line up at all times in consultation with end-user.
vii.	The service provider will be expected to provide cultural groups with all technical requirements as per their technical riders in all cases.
6.6	FESTIVALS AND EXHIBITIONS
i.	The Service provider should be able to put together a Film Festival, Theatre production, dance festival, visual arts exhibition, Sports exhibition, and festivals, and any other exhibition lasting approximately seven days, on behalf of DSACR when required.
ii.	Provide a list of proposed productions with synopses for DSACR approval within one month of the appointment. Screening and rehearsals of the productions are regarded as an integral part of them
iii.	Take charge of all the necessary liaisons regarding the festival, exhibition, and chosen production.
iv.	Take care of the programming for the festival and exhibition.
v.	Source, book, liaise, and pay for venues for the Festival and exhibition.
vi.	Organize a Launch, function, and/or award ceremony.
vii.	The service provider should set up a festival office and communicate the address, telephone number, and fax number of the office to the DSACR representative.
viii.	Provincial representatives may be involved. However, the DSACR representative will still be the central point of contact.
6.7	TOUR OPERATOR
i.	When required, a tour operator should be appointed to manage social excursions for and on behalf of the Department.
ii.	As a matter of respect and security, the tour operator is expected to consult sufficiently with the relevant community structures at the sites to be visited.
iii.	The Tour Operator should make provision for a dry run attended by various stakeholders, e.g., security. The tour operator will also be expected to be at the sites visited by the delegates, as he/she will be expected to provide relevant information where necessary.
iv.	The Tour Operator should undertake all co-ordination and organizational arrangements related to the tour program.
v.	The involvement of provincial representatives may happen. However, the DSACR representative is still the central point of contact.



6.8	PROMOTIONAL ITEMS
i.	The service provider should facilitate and coordinate for the design and production of a wide range of promotional items. Promotional items should be branded with departmental logo. The department representative will advise on correct logo application.
ii.	All material must be delivered to the venue where the promotional items are required before the event.
iii.	All unused material is the department's property and must be handed over to the department's representative.
iv.	The Logo of the DSACR may not be used outside of DSACR-sanctioned events or promotional items.
6.9	INTERPRETERS, INTERPRETING EQUIPMENT, TRANSCRIPTION, TRANSLATION AND RAPORTEURS
i.	The service provider will be expected to ensure that consecutive and simultaneous interpretations are available at any conference organised by the Department or where the need arises.
ii.	The service provider shall source the provision of all necessary equipment, such as microphones, booths, headsets, etc., for interpreting in both the main hall and the specified number of breakaways.
iii.	Two interpreters per language should be provided at all times. Sign Language Interpreters are also required. Only Accredited interpreters should be used at all times. Proof of accreditation to a professional body should be provided before the appointment is finalized.
iv.	The service provider may be required to translate certain documents for department events or where the need arises, such as Conference Programmes.
v.	The service provider may be required to provide transcription services at department events or where the need arises.
vi.	The service of rapporteurs and note-taking may be required from companies for certain conferences and workshops.
6.10	SECURITY
6.10.1.	Safety Officers
i.	When required, arrange for and organize a private security company to secure and control the event site(s) before, during, and after the events.
ii.	Appoint a security liaison person to activate the Joint Operations Centre (JOC) and who could liaise with all security forces at all events, e.g. State Security Services (SSA), the South African Police Services (SAPS), VIP Protection Unit, Presidential Protection Services (PPS), Public Order Police Services (POPS) units, Traffic Police, Emergency Medical Services (EMS), Ambulance Services,



	Fire Departments, Community Policing Forums (CPF) and any other (If needs be)
iii.	It would also involve attending meetings with security forces on national, provincial and local level.
iv.	Ensure that security plans are drafted and distributed to the DSACR representative on time.
v.	Take responsibility for security agencies on the days of events.
vi.	Implement the marshaling component of the event, which will include recruiting credible marshals, briefing them, training them, liaising with them at the event, and paying them immediately in cash after the event.
	Provide Public liability
6.10.2.	Compliance Officer (as and when required).
i.	The event should have 1x compliance officer (as and when required) who will ensure the following: <ul style="list-style-type: none"> • Create the event compliance plan • Manage compliance personnel, • Ensure all protocols are adhered to, Pre-event, during, and post-event. • Attend and present plans at the safety and security meeting, • Present to JOC,
ii.	<p><u>Compliance Material- as and when required</u></p> <p>The event should have the following hygiene requirements material:</p> <ul style="list-style-type: none"> • Disinfection sprays enough to disinfect the event area surfaces pre-event, during, and post-event. • Sanitisers at all entry points, • Sanitisers in all ablution facilities • Disposable rubber gloves for working staff • Surgical Masks • Red disposable boxes or refuse plastics.
6.11	CATERING
6.11.1.	VIP Catering
i.	Organise and provide catering for invited guests at events. Catering will either consist of a buffet meal, a formal sit-down with a plated meal, or a cocktail menu at a venue specified by the department.
ii.	Take responsibility for coordinating catering for invited guests, performing artists, and local community guests at department events where the services are required.



6.11.2.	Food Packs
i.	Organise and provide catering for working staff and members of the public during events. It will either consist of food packs or a separate buffet area where a meal can be served.
ii.	The service provider will be required to provide for public catering. The food packs and public catering should be distributed at the venue where the event will occur. Proper plans should be in place for this purpose. The service provider may be required to, in some cases, make use of fast-food outlets as a form of public catering.
iii.	Labeling food containing allergens should be provided.
	The service provider should try to accommodate all dietary requirements. However, due to the scale of the events, this may not always be possible.
6.11.3.	Refreshment services during catering
i.	Organize bottled water or other soft drinks for the invited guests in the seating area during all the events.
ii.	Organise and provide guests bottled water and cool drinks with all event meals. This service may also be extended to members of the public attending a department event.
iii.	The service provider should ensure that a proper refreshments service is available to the Department at each event.
iv.	Bottled water should be used as an opportunity for the DSACR to brand itself and its institutions. Suggestions in this regard will be expected from the Events Management companies in events.
v.	Labeling food containing allergens should be provided.
vi.	The service provider should try to accommodate all dietary requirements. However, due to the scale of the events, this may not always be possible.
6.11.4.	Décor and Flower arrangements
i.	The service provider should ensure that all events are properly decorated with décor and flower arrangements.
ii.	The service provider should approach décor and flower arrangements to fit in with the event's overall theme. Décor should always have a strong sports, arts, and culture look and feel to fit in with the Laying the Foundation for Greatness.
iii.	The DSACR will provide guidance on the event's décor application.
6.11.5.	Catering equipment
i.	The service provider should provide catering equipment for each venue where kitchen facilities are not available
ii.	The service provider must ensure that the electrical equipment is in full working condition and can provide backup as generators.



6.12	TRANSPORT PLAN AND MOBILISATION
i.	Take responsibility for the coordination of all parking arrangements on the days of the events.
ii.	Coordinate activities of service providers before and on the day of all the events.
iii.	Co-ordinate shuttle services when required
iv.	Mobilization will include but is not limited to loud hailing, distribution of leaflets, and putting up of posters advertising the event.
6.13	ACCREDITATION, INVITATIONS AND RSVP
i.	Take responsibility for the Invitation of guests, compiling of RSVP lists, accreditation of guests, ushering and seating of invited guests at all events.
ii.	It will allow the service provider to exercise strict control over the invitations, RSVP, and accreditation process.
iii.	In some cases, and as the need arises, the service provider may need to manage the invitations, RSVP, and accreditation of guests with a live and online process.
iv.	Assist the department representative in preparing the protocol arrangements for all departmental events. For example, table cards, etc.
7.	VIRTUAL EVENTS
	Events that cannot be held physically will be held Hybrid; the following will be expected from the service provider to deliver on:
7.1.	<p>Video content production</p> <ul style="list-style-type: none"> i. To provide an entire camera crew for recording live performances in studio green rooms or designed sets, which should be provided by the service provider or in venues of controlled numbers as provided by the Department. ii. To stream the online edited content as it happens to live in different venues within the province. iii. iii. To edit and package some of the content, which will be live-streamed later, within a day or two. iv. To provide edited content in bite and feature formats after all is done (this will be needed before payment is effected). This can be provided in a flash disk and/or sent online via P2P sharing
7.2.	<p>Digital media</p> <ul style="list-style-type: none"> (i) To provide professional Live Broadcasting on social media platforms (Facebook, YouTube & Twitter), accompanied by online editing as



	<p>mentioned above. The service provider should be able to provide enough mobile bandwidth to cover all the events sufficiently.</p> <p>(ii) To provide social media advertising on Facebook, Instagram, Twitter, and YouTube for the month's campaign to reach more online users who should partake in Human Rights Day/Month.</p> <p>(iii) There will be broadcasts in the month. Each broadcast will range from 30 minutes to 2 hours.</p> <p>(iv) Traveling will be required within the 5 regions of Free State to cover the events.</p> <p>(v) The required services and strategy should include identification and utilisation of at least 10 micro-influencers on Twitter, Instagram and Tik-Tok to enhance audience participation in the month-long programmes.</p> <p>(vi) The service provider should develop a month-long strategy/calendar to serve as a guiding plan. This should include the development of high-quality content (motion and still graphics for advertising purposes) in advance, which will be approved by the recommended officials of the Department before it's published.</p>
7.3.	<p>Required Expertise</p> <p>a. The service provider should be able to host online programs, e.g., documentaries, films, and online performances.</p> <p>b. Knowledge, experience, and track record and proof of developing video content</p> <p>c. Previous example showcasing competency of delivery of running TV production service in the past</p> <p>d. Previous experience in curation and packaging of digital content material to network platforms</p> <p>e. Turn-around efficiency and resources for delivery of services</p>

38. Management and Monitoring

The Company shall manage all the parts and sub-parts of the event. The Company will monitor and inform the Department of all proceedings and updates on the events as and when required by the Department Event Management Committee (EMC).

NB: NO SPECIFICATION MUST BE CHANGED WITHOUT HEAD OF SUPPLY CHAIN MANAGEMENT

39. Any other related services

The scope of work shall not be limited to the above-mentioned, and any services required shall be furnished by the Company on mutually agreed terms with the Department.



40. Project Duration

The duration of the engagement is from the date of the appointment and close-up report. The duration of the services to be provided shall be from the date of signing the contract.

41. SITE VISIT / DUE DILIGENCE

Site visits will be conducted with shortlisted or appointed service providers to verify certain stated information or assumptions. In this instance, the bidder will be obliged to provide the DSACR with all necessary access, assistance, and/or information that the DSACR may reasonably request and to respond within the given time frame set by the DSACR.

42. PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

42.1 EVALUATION PROCEDURES - METHODOLOGY

- 42.1.1 The evaluation of bids will be in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), and the Preferential Procurement Regulations 2022 (PPR).
- 42.1.2 The evaluation of the bids will consist of a two-stage process as per the PPR, 2022:
- 42.1.3 The first stage of evaluation of bids for this tender will consist of administrative evaluation and functionality evaluation (desktop requirements, site visit, and presentation). All bidders who meet the minimum thresholds during this evaluation process will be appointed to the panel of service providers for the DSACR.
- 42.1.4 The second stage of evaluation will consist of the Preference Points System on the 80/20 principle, where 20 points are allocated for specific goals and 80 points for price only
- 42.1.5 The evaluation of proposals will be divided into two (2) phases:

43. PHASE 1

Pre-qualification check

43.1 ADMINISTRATIVE COMPLIANCE

All the bids received will undergo an administrative compliance assessment. If the under-mentioned documentation is not submitted, signed, and /or attached, the bid will be eliminated from further evaluation.

- 43.1.1 Submission of a completed and duly signed bid on the original complete tender document (RFP pack section with all the pages).
- 43.1.2 Submission of Completed Signed SCM Standard Bid Document (SBD 1)
- 43.1.3 Submission of Completed Signed SCM Standard Bid Document (SBD 3)
- 43.1.4 Submission of Completed and Signed Bid Commitment and Declaration of Interest form (SBD 4).
- 43.1.5 Submission of Completed Signed SCM Standard Bid Document (SBD 6.1)



43.1.6 Joint Ventures or Consortiums - A JV or consortium agreement must be submitted.

43.1.7 Bids not complying with the above criteria will not be shortlisted for further evaluations.

Note: No points are allocated to this phase; however, service providers not meeting the pre-qualification requirements will not advance to the next phase of the evaluation process

43.2 Additional Required Documents

43.2.1 Valid or SARS Tax Compliance Status (TCS) Verification Pin.

43.2.2 Certified copies of Share Certificates for bidders registered as private companies [(Pty) Ltd] as defined in the Companies Act, No 71 of 2008.

43.2.3 Proof of registration on the National Treasury Central Supplier Database (CSD) report within advert period.

43.2.4 Company Registration Certificate

43.2.5 Company profile (including organizational structure of the company, proof of previous work undertaken in this respect, contactable references, credentials/CV, i.e., experience and qualifications of key personnel/ project team members).

NB: Outstanding "Additional Required Documents" must be provided within seven days of being requested by the DSACR, and failure to submit will result in bid disqualification.

PHASE 2: Evaluation of proposals based on *Functionality* and the Specific goals as criteria:

This phase of the evaluation is conducted in two (2) stages – first, **functionality** will be assessed, and No bid will be considered further unless the minimum 70% qualifying score/percentage for functionality has been achieved.

PHASE 3: The Department of Sport, Arts, and Culture will source quotations for event management services from the service provider who passed stage two (2) and was considered and approved to be on the list of panel/omnibus. Quotations will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate an 80/20 preference point system is applicable up to a rand value of R50 million (all applicable taxes included).

Phase 3 will calculate *points for the Specific goals*, where 20 points will be awarded to a proposer for attaining the goals set, and points will be awarded as per the response when invited for a specific event.



43.3 THE FOLLOWING EVALUATION METHOD WILL BE USED;

- 43.3.1 After the closing date of the bid invitation, appointed evaluation committee members of the department and possibly other external experts (when necessary) or anyone appointed for the committee will evaluate the bidders' proposals.
- 43.3.2 The committee will individually or group evaluate each of the bid proposals received against the appointed criteria as provided for in the Preferential Procurement Policy Framework Act of 2005 (As amended).

43.4 PROSPECTIVE BIDDERS MUST NOTE THE FOLLOWING:

- 43.4.1 The department may request additional information, clarification or verification in respect of any information contained in or omitted from the proposal. This information will be requested in writing;
- 43.4.2 The department may conduct due diligence on any Service provider, which may include interviewing customer references or other activities to verify a Service provider's information and capabilities (Including visiting the Service provider's various premises and/or sites to verify certain stated information and in this instance the Service) provider will be obliged to provide department with all necessary access and assistance;
- 43.4.3 The department may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal;
- 43.4.4 Department will evaluate the Proposals with reference set and approved evaluation criteria guided by the procurement policy as indicated.
- 43.4.5 The department reserves the right to appoint a specialist/consultant to assist in performing such evaluations.



44. EVALUATION PROCESS

PHASE 2: FUNCTIONALITY AND SPECIFIC GOALS POINT CRITERIA:

FUNCTIONALITY EVALUATION (100 points)

Functionality Criteria	Weights
Company References: Provide three positive written contactable client references on the referees' letterhead, related to Event Management Services which your company implemented, within the category you chose or above for the past three years so of service rendered (2021-2024) and must be accompanied with appointment letter or Purchase Order and contact details and signed by the delegated official or officials. *Reference check will be conducted for the category chosen and Note: Please note all letters must be signed by an authorized or delegated official to be considered for points AND any misrepresentation will constitute a disqualification on entire bid	Maximum 20 points
5 and above References provided (supported by appointment letter or Purchase Order)	20
4-3 References provided (supported by appointment letter or Purchase Order)	10
2-1 References provided (supported by appointment letter or Purchase Order)	5
0 References provided	0
Years of company/consultant experience in the industry (Company profile including history, group structure, and related companies and services)	Maximum 15 points
More than 10 years of experience	15
Between 5 to 10 years of experience	5
Below 5 years of experience /Non submitted / no relevant experience	0
Experience in managing Events or Services	Maximum 15 points
1.1 Relevance of the Company's core business to the scope of the bid (the portfolio of evidence of the bidder) <ul style="list-style-type: none"> No Company profile submitted (0 points) Business profile relevant to the bid scope (5 points) Business not submitted or not relevant to the TOR (0 points) Organizational Structure (5 points) No organizational structure submitted (0 Points) Formal Operating office (submit Title Deeds/ proof of ownership or Lease Agreement as a portfolio of evidence) (5 points) No formal Operating office submitted (0 Points) 	15



Project Manager (Submit CV / Profile) Level of experience (provide track record) and qualifications in Event Management Services	Maximum 15 points
More than 10 years of experience	15
Between 5 to 10 years of experience	10
Below 5 years of experience	5
No CV submitted	0
Methodology: Event Project Plan	Maximum 25 points
Event Management Project Plan	15
Security Plan	5
Catering Plan	5
Social Media Management Expertise	5
Content Creation Expertise	5
Relevance and quality of the plan	5
Poor and no info provided will result in 0 points scored for the items above respectively.	0
Comprehensive Case Study (Demonstrate experience in Marketing / Branding and Communications Services (attach three previous case studies conducted in both public or private sector (Marketing Services only)	Maximum 10 points
Department (Public) Case Studies	5
Private Sector Case Studies	5
No Information Provided	0
TOTAL POINTS FOR FUNCTIONALITY	100

EVALUATION CRITERIA

- Total score is 100 points, including where applicable
- If any item does not apply to your company, indicate with "N/A". No blank box is allowed
- All Suppliers are expected to score at least 70% at this stage to be considered in the next stage i.e., Technical Evaluation
- Points achieved at this shall not be carried to the next stage

45. TECHNICAL CHARACTERISTICS

- The minimum score required to succeed to the next level is 70%.
- Suppliers achieving points below the set 70% shall be disqualified from further assessment.



46. FINANCIAL ARRANGEMENTS

- 46.1 The service provider shall provide a detailed cost breakdown of the Terms of Reference
- 46.2 The purpose of this bid is to create a prequalified list/panel of Events Management. Service Providers for a period of three (3) years; therefore, pricing will be requested on an ad-hoc basis per a specific event.
- 46.3 Regarding Treasury Regulations, the DSACR cannot make advance payments. Payments will be made only upon completion of the work.
- 46.4 The service provider should note that cost-effectiveness is critical in evaluating bids.

47. LOBBYING AND CANVASSING

To influence the evaluation process and award of the tender, no lobbying and canvassing by tenderers in any form to staff members of the DSACR will automatically disqualify the tenderer from the evaluation process and subsequent consideration.

48. EVALUATION PROCESS AND CRITERIA

- a. Criteria for preferential procurement shall be as stated as when in our bid documents:

49. QUALIFICATIONS, SKILLS AND EXPERIENCE

- 49.1 Bidders are to indicate what experience and capacity they have to deliver the services required by the DSACR. The experience of the company's team to be allocated to the project must be assigned. The Company must provide a skilled and experienced team and the necessary equipment to perform the events management service to this effect. CVs must be submitted by the Project Manager and team managers.
- 49.2 The Project Manager must have a minimum of a one-year qualification in project management/ Communication/ Events Management/ Public Relations, and certified copies of qualifications must be attached to the proposal as proof. Functionality points will be forfeited should proof not be attached.
- 49.3 The Project Manager must have a minimum of three (3) years of experience in similar events (as outlined in the Annexure)
- 49.4 Team members must have a minimum of a Certificate in Project Management/ Communication/ Events Management/ Public Relations. certified copies of qualifications must be attached to the proposal as proof. Functionality points will be forfeited should proof not be attached.
- 49.5 Team members must have at least one (1) year of experience in event management or similar events (as outlined in the Annexures).



50. BRIEFING SESSION:

A non-compulsory briefing session will be held after the advertised tender, whether physical or virtual. One person per company will be allowed to attend the briefing session. Companies can't attend the briefing session on behalf of another company. Only one tender document Certificate per company will be issued. The venues for the briefing session will be:

LEJWELEPUTSWA DISTRICT	XHARIEP DISTRICT	MANGAUNG METROPOLITAN	THABO MOFUTSANYANA DISTRICT MUNICIPALITY	FEZILE DABI DISTRICT
MULTI-PURPOSE CENTER WELKOM	TROMPSBURG COMMUNITY HALL(TOWN)	PSYCHIATRIC COMPLEX LECTURE HALL	BASOTHO CULTURAL VILLAGE (BCV) QWAQWA	SASOLBURG LIBRARY (TOWN)

51. SERVICE LEVEL AGREEMENT

The service provider will be required to enter into a Service Level Agreement with the Department of Sport, Arts, Culture and Recreation to perform all functions as set out in the project specifications or Terms of Reference.

52. INSTRUCTIONS FOR THE PROPOSAL

52.1 This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the Bidders to prepare and submit comparable proposals.

52.2 The DSACR requires a clear, concise, and factual response. Bidders shall consult, in writing, with the DSACR official responsible should there appear to be any discrepancy, ambiguity, or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity, or any other information contained in this RFP.

52.3 Proposals must be compiled in the following manner:

52.3.1 Clear indexing of the proposal content must be included. One (1) original proposal (marked 'original') must be submitted.

52.3.2 One (1) copy of the proposal (marked 'copy') must be submitted.

52.3.3 One (1) electronic copy on **USB** must be submitted

52.4 All proposals must be delivered sealed. The following information must appear outside of the sealed proposal.

- Name of Bidder
- Description of proposal
- Closing date

52.5 In the case of Joint Ventures, proposals must contain:

- Teaming Agreements
- Proposed revenue split and,
- B-BBEE status and proof of CSD registration for all members of the Joint Venture

52.6 The Bidder will be liable for all costs incurred in response to this request.



- 52.7 Bidders are expected to fully acquaint themselves with the conditions, requirements, and specifications of the DSACR before submitting a completed response. Failure to do so will be at the Bidder's own risk, and the Bidder cannot secure relief on the grounds of any mistake.
- 52.8 The DSACR reserves the right to engage in pre-post tender negotiations with the Bidder(s) on the shortlist and to do business with the vendor(s) that best meet the requirements and will be obliged to give reasons in writing for such exclusions or during the public adjudication process.
- 52.9 The selected Bidder(s) must enter into a written agreement with DSACR. This RFP or any part thereof may be incorporated into and made part of such an agreement. DSACR shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorized DSACR representative and the Bidder(s).
- 52.10 Proposals submitted after the specified closing date and time will not be considered.

53. STAGE 2 PROJECT ALLOCATION PROCEDURE

Once the service providers are listed on the panel, Request for Quotations will be invited from all service providers within the corridor or the nearest one from where the services are needed. The standard procedure will be as follows.

- I. Initiation of the project by the end-user
- II. Invitation of bids from the panel
- III. Competitive offers (Price (80) and (20) Preference points, i.e, Specific goals) are received from the bidders using Specific goals
- IV. Evaluation and adjudication of bids in line with the SCM Policy
- V. Issuing of the Purchase order/ Appointment letter/ service level agreement
- VI. Acceptance letter by the service provider; in case of non-acceptance, the award will be made to the second highest point-scoring bidder.

Please note that the RFQ will be specific to either of the Targeted groups whenever needed.



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SPORT, ARTS, CULTURE AND RECREATION)					
BID NUMBER:	SACREMS2024	CLOSING DATE:	31 JAN 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON THE PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR THIRTY - SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZANA BUILDING					
34 CORNER HILL AND HENRY STREET					
BLOEMFONTEIN					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr MASISI		CONTACT PERSON	Mr RAMABULANA	
TELEPHONE NUMBER	066 474 7494		TELEPHONE NUMBER	083 707 0210	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	masisi@sacr.fs.gov.za		E-MAIL ADDRESS	ramabulana.ta@sacr.fs.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 NO					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



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..... SACREMS2024
Closing Time 11:00	Closing date..... 31 JANUARY 2025

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)
----------	----------	-------------	---

1			R: <u>AS WHEN IS REQUESTED</u>
---	--	--	---------------------------------------

-	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" include value-added tax, pay-as-you-earn tax, income tax, unemployment insurance fund contributions, and skills development levies.

3. EVALUATION PROCESS

Phase 1:	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
Phase 2	Functionality (specification evaluation)
Phase 3:	<p>80/20 preferential point system in terms of PPPR22</p> <ul style="list-style-type: none"> - 80 – Price (vat and all taxes included) - 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1 - Specific goals: <i>relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability.</i>

Phase 1: Administrative Compliance

All returnable documents marked mandatory ('M') must be completed or submitted by service providers in order to be evaluated further in Phase 2.

Returnable Document/ Schedule	Mandatory (M) / Optional (O)
Signed SBD 1 form	M
Signed and completed the SBD 3.1 form (pricing schedule)	M
Signed and completed SBD 4 form	M
Signed and completed SBD 6.1 form	M
Signed SBD 7.2	M
SPECIFIC GOALS	O (preference points will not be allocated if not submitted)



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, the bidder is required to make this declaration in respect of the details required hereunder.

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

2. Bidder's declaration

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

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

2.2

Full Name	Identity Number	Name of State institution

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

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:

.....
.....

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.



3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium It 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, or 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 The bidder did not consult, communicate, agree to, or make arrangements with any official of the procuring institution prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; the bidder was not involved in drafting 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, suspicious bids 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



SBD 6.1

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

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 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender (BBBEE 10 points, Specific goals 10 points)	Number of points allocated(80/20system) (To be completed by the organ of state)	Number of points claimed(80/20system)(To be completed by the tenderer)
Free State-based company -Attach proof of rates and taxes statement not later than two months accompanied by Lease agreement, title deeds, and proof of address from the Municipality in the district you preferred as stated in Page 2	10	
Women Owned -Attach current certified copy of identity document (ID) Please note: No older than the date of the advert	4	
Youth Attach current certified copy of identity document (ID) Please note: No older than the date of the advert	3	
Historical Disadvantage Individuals Attach current certified copy of identity document (ID) Please note: No older than the date of advert	3	



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

[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:



sport, arts, culture & recreation

Department of
Sport, Arts, Culture and Recreation
FREE STATE PROVINCE

THE NATIONAL TREASURY

Republic of South Africa





GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010



NOTES

The purpose of this document is to:

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

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

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



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)
34. Prohibition of restrictive practices



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 obligation.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 that 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 The supplier shall deliver the goods 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 agreeby 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 If incidental services are not included in the contract price for the goods, prices charged by the supplier 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, furnish the blueprints, drawings, and specifications of the spare parts at no cost to the purchaser, 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 fulfilment of other obligations stipulated in the contract.

16.3 The purchaser shall make payments promptly, but no later than thirty (30) days after the supplier submits an invoice or claim.

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. 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.

21.2 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.

21.3 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.

21.4 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.

21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

53.1 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

53.2 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

32.3 the purchaser.

32.4 No contract shall be concluded with any bidder whose tax matters are

32.5 is not in order. Prior to awarding a bid, the Department must have a tax clearance certificate submitted by the bidder.

32.6 This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of restrictive practices

34.1 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.