



sport, arts & culture

Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

Private Bag X897, Pretoria 0001 – Sechaba House, 202 Madiba Street and Paul Kruger, Pretoria 000
Tel: (012) 441 3000, Fax: (012) 441 3699

DEPARTMENT OF SPORT, ARTS & CULTURE
Sechaba House 202 Madiba Street Pretoria
2023 -08- 11
Private Bag X 897, Pretoria, 0001
DEPARTMENT OF SPORT, ARTS & CULTURE

Enquiries : Mr. Tuelo Thubisi/ Ms. Tshepiso Ramatapa

Tel : 012 441 3504/ 012 441 3173 Reference : DSAC 08/23-24

APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON PANEL/ OMNIBUS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THIRTY - SIX (36) MONTHS.

REQUIRED BY: DEPARTMENT OF SPORT, ARTS & CULTURE

1. Kindly furnish the Department with a bid for the services shown on the attached forms.
2. The General Conditions of Contract (GCC), Terms of Reference as well as the SBD1, SBD3.3, SBD 4, SBD 6.1, forms are attached for completion. These Forms must be returned with your bid.
3. Bid documents must be submitted on an envelope stipulating the following information: Name and Address of the Bidder, Bid Number and Closing Date of the Bid. The Budget Proposal must also be submitted on a separate envelope where necessary. **Interested parties are requested to provide one original, one copy of the original document and one electronic copy (in a form of USB) of original documents.**
4. All bids forwarded by postal services must be addressed to: The Director-General, Department of Sport, Arts and Culture, Sechaba House, Private Bag X897, Pretoria, 0001, attention: Director Supply Chain Management, and reach this address no later than the closing date and time. Alternatively, bids may be deposited by hand at the Department of Sport, Arts and Culture, Sechaba House, Cnr Paul Kruger & Madiba Streets, Pretoria.
5. Virtual Briefing Session: 24 August 2023 at 11:00am
Link: <http://bitly.ws/RxNM>
6. The closing date for the tender is on **15 September 2023 at 11:00am.**


MS REFILWE ZULU

DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 11/8/2023

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE.							
BID NUMBER: DSAC 08/23-24		CLOSING DATE: 15 SEPTEMBER 2023		CLOSING TIME: 11.00AM			
DESCRIPTION		APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON PANEL/ OMNIBUS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR A PERIOD OF THIRTY - SIX (36) MONTHS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
DEPARTMENT OF SPORT, ARTS AND CULTURE							
202 MADIBA STREET							
PRETORIA							
0001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Ms. Tshepiso Ramatapa		CONTACT PERSON		Ms. Mono Salane	
TELEPHONE NUMBER		072 751 8018		TELEPHONE NUMBER		060 976 3752	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		tshepisor@dsac.gov.za		E-MAIL ADDRESS		monos@dsac.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE			NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE

NAME OF BIDDER: BID NO.: DSAC 08/23-24.

CLOSING TIME 11:00 AM

CLOSING DATE: 15 SEPTEMBER 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	TOTAL: R.....		

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

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the:

Department of Sport, Arts and Culture: Supply Chain Management Unit

Ms. Tshepiso Ramatapa

Tel: 072 751 8018 / (012) 441 3173

Email: tshepisor@dsac.gov.za

Or

Mr. Tuelo Thubisi

Tel: 072 604 7259 / (012) 441 3504

Email: tuelot@dsac.gov.za

Technical Information:

Ms. Mono Salane

Tel: 060 976 3752

Email: monos@dsac.gov.za

Or

Ms. Zimasa Velaphi

Tel: 072 172 8925

Email: zimasav@dsac.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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 or 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \end{array}$$

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender (B-BBEE 10 points, Specific goals 10 points)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

B-BBEE Status Level of Contributor		10		
1		10		
2		9		
3		8		
4		5		
5		4		
6		3		
7		2		
8		1		
Non-compliant contributor		0		
PROMOTION OF SMMEs (RDP GOALS)		10		
Women Owned		4		
Youth		4		
People living with Disabilities		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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



sport, arts & culture

Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

Private Bag X897 | VVL Building | 202 Madiba Street | Pretoria, 0001 |
Email: info@dsac.gov.za | Tel: 012 441 3000 | Fax: 012 441 3699

Private Bag X9015 | Room 1621 | 120 Plein Street | Cape Town, 8000 |
Email: info@dsac.gov.za | Tel: (021) 465 5620 | Fax: (021) 465 5624



www.dsac.gov.za



TERMS OF REFERENCE

DSAC 08/23-24

**APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON
PANEL/ OMNIBUS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR
A PERIOD OF THIRTY - SIX (36) MONTHS.**

CLOSING DATE AND TIME OF BID:

15 SEPTEMBER 2023 AT 11H00AM

VIRTUAL BRIEFING SESSION

DATE: 24 AUGUST 2023

TIME: 11H00AM

LINK: <http://bitly.ws/RxNM>

BID VALIDITY PERIOD: 120 DAYS



1. INTRODUCTION

1.1 The Department of Sport, Arts and Culture (DSAC) seeks to appoint a group of companies to provide events management services to the DSAC for a period of thirty-six (36) months.

1.2 Vision and Mission of DSAC

- Vision : An active, creative, winning and socially cohesive nation.
- Mission : To provide an enabling environment for the sport, arts and culture (SAC) sector to foster an active, creative, winning and socially cohesive nation.

1.3 In order to achieve the above, the DSAC hosts numerous activities and events. It is imperative that the events not only satisfy the functional/technical objectives, but also contribute to the Department's five sector-relevant outcomes that would be applicable to a particular event. The priority outcomes are:

1. Increased market share of and job opportunities created in sport, cultural and creative industries.

2. A diverse, socially cohesive society, with a common national identity.

The DSAC has identified the following enabling outcomes to catalyse, and thus maximize efforts, towards the ideals espoused in the two priority outcomes mentioned above:

3. A transformed, capable, and professional SAC Sector.

4. Integrated and accessible SAC infrastructure and information.

5. Compliant and responsive governance.

2. BACKGROUND AND PURPOSE

2.1 The DSAC is currently sourcing quotations from a group of appointed events management companies.



2.2 This contract expires shortly and hence the process to appoint a new contract.

2.3 The DSAC, through this process, will appoint a group of events management companies for a period of 36 months.

2.4 When an event needs to be implemented the following process will be followed:

- The invitation of price quotations from the compiled list of prospective suppliers should be done on a rotation basis in such a manner that ongoing competition amongst suppliers is promoted.

1. The Department can from time-to-time focus on omnibus companies that are based in a certain province to promote (locality) to source quotations from or;
2. Certain groups e.g. Women, youth, people with disability owned companies.
3. The Events Management panel is the departmental strategic sourcing method, therefore it will only be used for events which are above the normal quotations threshold.

- Prospective suppliers must be allowed to submit applications for listing at any time.

(a) Proof of financial capability will be required for some events.

(b) The appointed company will be required to make a presentation to the Department on how outsourcing or sub-contracting will take place (list of companies provided), payments, final payments, reconciliation of budgets and management fee involved. The appointed company will select subcontractors in consultation with the Department.



- (c) Services should be contracted from the province and area where the event will take place where possible.
- (d) All subcontracting should be in line with preferential procurement policies of Government.
- (e) Continuous liaison between the Department and the appointed company will occur until the event is successfully completed.
- (f) A short debriefing meeting will be convened immediately after the event.
- (g) A post event report should be submitted within two weeks after the event, which must include, but is not limited to, the number of jobs created during the event for example 60% women, 25% youth and 2% people with disability.
- (h) The template for the post event report will be provided by DSAC.

2.5 The successful bidders will be required to manage the following type of events and other departmental event, but not limited to:

- Indigenous games
- National School Sports Championship
- Big Walk
- National Recreation Day
- Ministerial Outreach
- International and National Arts and Culture Festivals;
- International and National Sports Events
- Workshops, Conferences and Seminars;
- National and Commemorative Days Celebrated in South Africa;



- Launches and Openings; and
- Other non-specified events which relates to the DSAC's mandate.

2.6 DSAC will be initiating a number of events over the next 36 months period. The 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 DSAC and in conjunction with the DSAC events managers.

3. ROLES AND RESPONSIBILITIES

3.1 DSAC

- 3.1.1 It will be required of DSAC to provide continuous support to the Events Management Company by approving and sign-off on all issues
- 3.1.2 Provide guidance and direction on what is needed.
- 3.1.3 Share information with the company and provide funding for events the Department initiates.

3.2 Events Management Company

- 3.2.1 It will be required of the Events Management Company to update the Department on all issues related to the event as and when required.
- 3.2.2 Ensure that all services are cost-effective.
- 3.2.3 Ensure that a professional service is delivered to the Department. In cases of poor performance, the Department will engage the service provider on remedial action.
- 3.2.4 The Service Provider must report on risk management issues.



4. SCOPE AND TASK DIRECTIVE

The Department of Sport, Arts and Culture requires the services of a duly experienced and knowledgeable service provider who will be expected to plan, conceptualize, organize, implement and manage events with respect to the following tasks and categories:

	TASKS	NOTED
4.1	<p>Logistical Requirements</p> <p>Provide logistical arrangements for the events of the Department of Sport, Arts and Culture. Logistical arrangements may involve the following services and facilities, but not limited to:</p> <ul style="list-style-type: none">• Sound.• Audio-visual screens.• Live streaming and virtual connection services• Staging as per the technical riders.• Tents / marquees.• Shaded stages / raised platforms.• Lecterns.• Chairs.• Tables• Water (bottles or sachets).• Public Address System (PA system).• Standby technical assistance.• Power generator(s).• Climate control, eg heating and cooling.	



Private Bag X9015 | Room 1621 | 120 Plein Street | Cape Town, 8000 |
Email: info@dsac.gov.za | Tel: (021) 465 5620 | Fax: (021) 465 5624



@SportArtsCultureRSA

7



	<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.• Handle all contracts, bookings, EFT payments and other administrative issues related to the artists performances. It will be required of the service provider to pay cultural groups upfront 50% where applicable and the balance immediately after its performance.• Ensure the provision of dressing rooms for artists.• Book rehearsal venues.• Ensure catering is provided.• Ensure that rehearsals for all cultural groups takes place the day before the event. All participants in the programme should take part in the rehearsals.• A schedule of rehearsals should be provided to the Department.• Appoint a stage manager to co-ordinate the performances.• Profiles and CDs / DVDs of suggested artists should be provided to the Department to allow for an informed decision at all times.• The appointed company should be able to accommodate suggested changes to the line- up at all times.	
--	--	--



	<ul style="list-style-type: none">• Provide all technical requirements for cultural groups as per their technical riders in all cases.• Must be able to put together a Film Festival, Theatre production, Dance festival, Visual arts exhibition, Craft exhibition, and any other exhibition on behalf of DSAC when required.• Ensure appropriate stipends, transport, accommodation and catering arrangements are made for the participating creatives (crafters, designers, visual artists).• Handle all contracts, bookings, EFT payments and other administrative issues related to the creative participants. It will be required of the service provider to pay creative participants upfront 50% of agreed upon participation fee where applicable and the balance immediately after the event.• Ensure that all required material and equipment are in place for the buildup of the exhibition, e.g. exhibition displays, easels, mannequins, etc.• Appoint a curator and/or exhibition designer to install the exhibition.• Appoint assistants and other casual personnel to assist build up and break down the exhibition.• Assist with the sourcing of product for exhibition – purchase and/or hire• Arrange packaging (e.g. boxing and crating), and actual packing of exhibition product for freighting	
--	---	--



	<ul style="list-style-type: none">• Arrange for the freighting and insurance of exhibition product• Take charge of all the necessary liaison with regard to the Festival and exhibition and the chosen production.• Provide a list of proposed productions with synopses to DSAC for approval within the specified period and often at short notice. Screening and rehearsals of the productions are regarded as an integral part thereof.• Manage the programming for the event. <p>Source, book, liaise and pay for venues where the Festival and exhibition will be held.</p> <p>The involvement of provincial representatives may happen. However, the DSAC representative is still the central point of contact.</p> <p>The Department of Sport, Arts and Culture will give approval of the final line-up to ensure that it is relevant and consistent to the theme of the event.</p> <p>Royalty costs should be included at all times for any cultural performance, sound and stage costs.</p> <p>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. Proof of payment should be provided to the DSAC.</p>	
--	--	--



4.3	<p>Catering</p> <p><u>Invited Guests (VIP):</u></p> <p>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.</p> <p>Take responsibility for co-ordinating the catering for invited guests; performing groups and local community guests at events of the Department where the services are required.</p> <p><u>Public catering:</u></p> <p>Organise and provide catering in the form of food packs for all working staff, members of the public and media representatives on the days of events. It will either consist of food packs or a separate buffet area where a meal can be served.</p> <p>The service provider may be required to provide catering on days leading up to the event including rehearsals.</p> <p>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 take place. Proper plans should be in place for this purpose.</p> <p>Under certain circumstances it may be required of the service provider to make use of fast food outlets.</p>	
------------	--	--



	<p>The service provider must take cognizance of all food safety requirements as per the legislation from Department of Health.</p> <p>The service provider should as much as possible cater for all dietary requirements.</p> <p><u>Refreshment services during catering:</u></p> <p>The service provider must organise bottled water or other soft drinks for invited guests in the invited guests seating area during all the events.</p> <p>Organise and provide bottled water and cool drinks for invited guests during all meals at all events. This service may also be extended to members of the public attending an event of the Department.</p> <p>The service provider should ensure that a proper refreshments service is made available to the Department at each event.</p> <p><u>Catering equipment:</u></p> <p>The service provider should provide catering equipment for venues where kitchen facilities are not available.</p>	
--	--	--



Private Bag X9015 | Room 1621 | 120 Plein Street | Cape Town, 8000 |
Email: info@dsac.gov.za | Tel: (021) 465 5620 | Fax: (021) 465 5624







SportArtsCulture @SportArtsCultureRSA

13



	<p>Ensure that the DSAC representative is constantly informed of planning and that there is close co-operation with the delegated DSAC official on days of the events.</p> <p>Presentations on progress should be made by the Events Management company when called to do so.</p> <p>One point of entry into the department will be applied. Approvals and direction is only given by the DSAC representative only. Liaison is therefore only between the service provider and the single DSAC representative and Presentations on progress should be made by the Events Management company when called to do so.</p>	
4.6	<p>Photographer and Videographer at National and International Events</p> <p>The service provider may be required to provide a photographer and a videographer at Departmental events, whether it is internationally or nationally as per the DSAC official's prerogative.</p> <p>It may be required of the photographer and videographer to be present at the event being organized on behalf of the Department.</p> <p>The branding will be placed according to a branding plan provided by the Department of Sport, Arts and Culture and will be in line with the Marketing and PR plan for the event.</p>	



4.7	<p>Interpreters, Interpreting Equipment, Transcription, Translation and Rapporteurs</p> <p>It will be expected of the service provider to ensure that consecutive and simultaneous interpreting are available at any event organized by the Department, or where the need arises.</p> <p>The service of rapporteurs and note taking may be required from companies for certain conferences and workshops.</p> <p>The service provider shall source the provision of all necessary equipment, such as microphones, booths, headsets, etc., for interpreting in multiple venues.</p> <p>The service provider will ensure that the equipment provided is appropriate and technologically advanced and must provide picture or proof thereof at the time of quotation.</p> <p>Two interpreters per language should be provided at all times. Sign Language Interpreters are also required. Only Accredited interpreters should be used at all times. Proof of accreditation to a professional body should be provided before the appointment is made.</p> <p>It may be required of the service provider to translate certain documents for events of the Department or where the need arises. For example, Conference Programmes.</p>	
-----	--	--



Private Bag X9015 | Room 1621 | 120 Plein Street | Cape Town, 8000 |
Email: info@dsac.gov.za | Tel: (021) 465 5620 | Fax: (021) 465 5624



@SportArtsCultureRSA

16



	<p>As a matter of protocol, the tour operator is expected to undertake the necessary consultation with the relevant community structures at sites to be visited, under the guidance of DSAC.</p> <p>The Tour Operator should undertake all co-ordination and organizational arrangements related to the tour programme.</p>	
4.10	<p>Security</p> <p>Arrange for and organize a private security company to secure and control event site(s) before, during and after the events when required.</p> <p>Appoint a safety officer at an the appropriate level to activate the Joint Operations Centre (JOC) and liaise with all security stakeholders at all events, for e.g. State Security Services (SSA), the South African Police Services (SAPS), VIP Protection Unit, Presidential Protection Services (PPS), Public Order Police Services (POPS) units, Traffic Police, Emergency Medical Services (EMS), Ambulance Services and Fire Departments.</p> <p>Ensure that security plans are drafted and submit to the DSAC representative on time.</p> <p>Implement the marshalling component of the event which will include the recruiting of credible marshals, brief, train and</p>	



	liaise with them at the event and pay them immediately in cash after the event.	
4.11	Invitations, Accreditation, and RSVPs Take responsibility for the Invitation of guests, compiling of RSVP lists, accreditation of guests, ushering and seating of invited guests at all events. In most cases, the Events Management Company may only work with the DSAC representatives. It will be required of the service provider to exercise strict control over the invitations, RSVP and accreditation process. The service provider may be required to manage the invitations, RSVP and accreditation of guests with a live and online process. Assist the Department in all aspects of protocol for all events of the Department. Facilitate accreditation of artists where required.	
4.12	Promotional Items The service provider may be required to provide for the design and production of a wide range of promotional items. Promotional items should have a sport, arts and culture look and feel. The logo of the Department should at all times appear on promotional items.	



	<p>All material must be delivered to the venue where the promotional items are required, within the specified time, before the event.</p> <p>All unused material will remain the property of the DSAC and must be returned to the DSAC.</p> <p>The logo of the DSAC may only be used for DSAC sanctioned events or promotional items and for no other purposes.</p>	
4.13	<p>Décor and Flower Arrangements</p> <p>The service provider should ensure that all events are properly decorated with décor and flower arrangements.</p> <p>The DSAC Corporate Identity manual will provide guidance on the décor application for the event.</p>	
4.14	<p>Task Directive: Hypothetical scenario proposal for evaluation and selection purposes</p> <p>To allow the Department of Sport, Arts and Culture to compare bids with one another, it will be expected of the bidders to provide a realistic proposal and costing for such events:</p> <p>Indigenous games</p> <ul style="list-style-type: none"> • Launch event 500 people 	



	<ul style="list-style-type: none">• A week long Indigenous games of 300 participants from all Provinces and 1000 attendees each day• An awards ceremony for the winners for 1000 people including participants <p>Theme: to be part of the concept</p> <p>It should be noted that the DSAC will host the indigenous games during the month of September.</p> <p>It will be expected of the prospective bidders to submit a concept proposal to the Department on how to celebrate in a creative and inclusive way, focusing on the assertion of a South African Identity and ensuring that in all activities, Sport, Arts and Culture elements are present and well balanced.</p> <p>The following should be kept in mind:</p> <ul style="list-style-type: none">- The launch event is on the 1st of September 2024 for 500 people and will form part of the concept;- A week long Indigenous games of 300 participants from all Provinces and 1000 attendees each day will take place; it should have a full representation of the country's rich heritage in all aspects;	
--	--	--



	<ul style="list-style-type: none">- A provision should be made for an awards ceremony for the winners for 1000 people including participants and guests.- A venue/s that talks to capacity and significance of the events can be utilized in South Africa for the celebration.- Special attention should be given to the experience of the event to make it a truly South African representation.- Events Management companies should conceptualize, the theme, the Indigenous games Launch, a week long (5 days) indigenous games and awards ceremony so that they reflect the country, Sport, Arts and Culture elements.- Consideration should be given to Social Cohesion, Nation Building and National Identity principles during conceptualization.- All aspects of Sport, Arts, Culture and Heritage should be included.- Develop a site plan / layout for the proposed venues.- Develop logistical plans for each event.- Develop a budget for the entire month.- Cost effectiveness and value for money must always be taken into consideration. <p>It should be noted that the above is a task directive only for evaluation purposes and that the successful bidders will be requested for concepts for events of the Department when appointed. Upon appointment, the budget for each event will differ as per the specifications for that specific event.</p>	
--	---	--



6.1.3 Stage 2:

The Technical proposal will be evaluated out of 100 points with a threshold of 70 points. Bidders that score less than minimum of /70 points will be disqualified. Bidders must score a minimum of 70 or more points to be considered for appointment.

6.1.3 Stage 3:

Department of Sport, Arts and Culture will source quotations for event management services from the service provider who passes stage two (2) and were 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). 90/10 preference point system is applicable to all quotations above R50 million.

- Service provides will be required to submit proof of B-BEEE status level of contributor. Proof includes valid B-BEEE Status Level Verification certificate together with their tenders, to substantiate their B-BEEE rating claims. Failure to submit a valid B-BBEE certificate will result in zero preference points being awarded for B-BBEE. B-BBEE certificates or sworn affidavits must be valid at the time of the closing of the tender.
- Tenderers are required to submit B-BEEE status level verification certificate issued by the following agencies;
 - Tenderers other than EMEs – Verification agencies accredited by SANAS
 - Tenderers who qualify as EME's – Sworn affidavit signed by the EME representative and attested by Commissioner of oaths and/or B-BBEE certificate issued by the companies and Intellectual Property Commission.



7. BID REQUIREMENTS

The following is required of bidders and should be submitted to the department as part of the bid submission:

- 7.1 Company profile.
- 7.2 All Bidders must be registered on the National Treasury Central Supplier Database (CSD) and must attach a copy of the most recent report to the tender document.
- 7.3 The tax status on CSD must be compliant, as Department is unable to award a contract to a company whose tax affairs are not in order as determined by SARS. A recommended bidder whose tax matters have expired, or compliance status is invalid will be notified in writing of their non-compliance status and the bidder must be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the Department with proof of their tax compliant status which should be verified via CSD.
- 7.4 Original and valid and / or certified copy of B-BBEE status level certificate bearing SANAS logo or registered auditor. Failure to submit a valid B-BBEE certificate will result in zero preference points being awarded for B-BBEE. B-BBEE certificates or sworn affidavits must be valid at the time of the closing of the tender.
- 7.5 Original Company Resolution or Letter of authority or Letter of appointment authorizing the signatory of the Entity to sign the contract with the Department.



- 7.6 Valid contact details including e-mail address.
- 7.7 Certified ID copies of all Directors.
- 7.8 Reference letters must be provided, as well as an indication of experience with similar projects.
- 7.9 **Bidders are requested to provide one original hard copy and one electronic copy (submitted in USB), and one copy of the original document.**
- 7.10 Companies, who registered for VAT, should include VAT on their costing.
- 7.12 All bidders are required to submit details of Shareholder status as follows:
- Shareholder certificates with the names of Directors and percentage of ownership.
 - Identity Documents of all Shareholders.

8. EVALUATION CRITERIA

- 8.1 All bids received will first be evaluated for functionality. Bidders who meet a minimum functionality score of 70 points out of 100 points, may be added on the panel of service providers for a period of 36 months.
- 8.2 Thereafter quotations will be sourced as and when required and will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000) as amended, associated preferential procurement of 2022 and any other amendments that may happen afterwards.



	and geographical location to align the outcomes to the Departments Objectives: -Demographics -Social Trends -Cultural Trends -Population Analysis -Projected footprint and reach for the event.			
8.5.3	Task directive: Relevance and quality of the proposal and project plan.	(20)	0 – 5 points, proposal is Poor 6 – 10 points, proposal Below Average 11 – 15 points, proposal is Average 16 – 20 points, proposal is Above Average	
8.5.4	Task directive: Logical layout of the budget document, understanding the content of it and cost effectiveness of the budget.	(15)	0 – 3 points, proposal is Poor 4 – 6 points, proposal is Below Average 7 – 10 points, proposal is Average 11 – 15 points, proposal is Above Average	



8.5.5	Task directive: Capacity to deliver.	(15)	<p>0 – 3 points, proposal is Poor</p> <p>4 – 6 points, proposal is Below Average</p> <p>7 – 10 points, proposal is Average</p> <p>11 – 15 points, proposal is Above Average</p>	
	TOTAL	100		

8.6 A service provider that scores less than 70 out of 100 in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.

8.7 Bidders are requested to provide one original hard copy and one electronic copy (submitted in USB), and one copy of the original document.

9. CONFIDENTIALITY

9.1 No information or documentation may be used for any other purpose other than providing for a tender proposal to the Department, and no copies of any document may be made, except with prior written approval from the Department.

9.2 The successful bidders and staff will be required to sign a non-disclosure agreement.



9.3 The successful bidders will be subjected to State Security Agency (SSA) clearance at any given time.

10. INTELLECTUAL PROPERTY AND OWNERSHIP

10.1 Ownership and copyright of all documentation developed during the period of the contract will be vested in the Department of Sport, Arts and Culture.

10.2 All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to the Department and may not be used for any other purpose by the service provider. The service provider shall give the Department all assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of the Department of Sport, Arts and Culture and must be handed over to the Department on termination of the contract.

10.3 All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against the Department emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify the Department against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

11. CONTRACTUAL ARRANGEMENT

11.1 The service provider is required to enter into a Service Level Agreement (SLA) with the Department of Sport, Arts and Culture to perform all functions as set out in the



project Specification or Terms of Reference and National Treasury General Conditions of Contract of 2010.

11.2 The DSAC may enter into a generic Service Level Agreement (SLA) with the selected service providers. The purpose of the SLA is to enable monitoring, evaluation and compliance with the agreed Terms of Reference.

12. FINANCIAL IMPLICATIONS

12.1 All bidders must provide a cost breakdown that should be part of a Business Plan as per the Task Directive above.

12.2 No service will be provided to the Department before an official order has been issued to the supplier or service provider.

12.3 The service provider should be aware that DSAC only pays after the services have been rendered.

12.4 Payments will be done within 30 days of receipt of an invoice with all required supporting documents as per the Service Level Agreement.

12.5 Payments will be made by the Department after the service provider has submitted an invoice supported by all requisite documents.

12.6 In terms of Treasury Regulations, the DSAC 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 R5 000 000, 00 for this purpose.

13. CLIENT BASE



13.1 The Department of Sport, Arts and Culture reserves the right to contact references during the evaluation and adjudication process to obtain information.

14. COMMUNICATION

14.1 The Department of Sport, Arts and Culture may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

15. PRESENTATION

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

16. SUPPLIER DUE DILIGENCE

16.1 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. Bidders must note that, the Department will conduct verification on the information submitted and any misrepresentation will result in an automatic disqualification.



17. CONFLICT OF INTEREST

- 17.1 The bidder or bidders group must submit a document (you may include it in your covering letter), stating whether any of its employees have any interest in the Department or whether any of Department's personnel have any interest in the bidders or affiliated business.

18. VIRTUAL BRIEFING SESSION

DSAC will conduct non-compulsory virtual briefing session which will be held after the advertising of the tender. Details of the virtual briefing session are as follows;

Date: 24 AUGUST 2023

Time: 11:00AM

Link: <http://bitly.ws/RxNM>

19. PACKAGING OF BID AND SUBMISSION OF BIDS DOCUMENTS

- 19.1. Bidders are advised to ensure that their bids are submitted on time. This will provide bidders with adequate time to deal with any matter that may potentially delay the delivery of their bids including the time to be taken in accessing the DSAC premises due to the security measures and related formalities that bidders have to comply with prior to them entering the building.
- 19.2 Bidders should deposit their documents into the tender box available on the ground floor reception are at the following address: Department of Sport, Arts and Culture



Sechaba House, 202 Madiba Street
Corner of Paul Kruger and Madiba Streets,
Pretoria Central.

Closing date: 15 SEPTEMBER 2023

Closing time: 11:00AM

- 19.3 All bidders are required to correctly complete a compulsory bid register when submitting bid documents. Bid register is available at the above-mentioned address.
- 19.4 Please arrange the Standard Bidding Documents (SBDs) in your submission numerically and orderly.
- 19.5 Bid documents received after the closing date and time will not be considered.
- 19.6 **Bidders are requested to provide one original hard copy and one electronic copy (submitted in USB), and one copy of the original document.**

20. COST OF BIDDING

20.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will under no circumstances no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process. The bidder will not be entitled to claim for travel and subsistence expenses from the Department. If such expenses are applicable, these charges must be included in the bid price.

21. PRICE OR FEES NEGOTIATION

Should the service provider have reason to believe that the Terms of reference are structured for a particular brand or service provider, they should raise the objection in writing with the Department within 10 days from the placement of the advert in the Tender Bulletin.

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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 obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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