

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CULTURE, SPORTS & RECREATION

BID NUMBER: CSR/128/26/MP

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER OR CONSORTIUM TO PROVIDE A COMPREHENSIVE TURNKEY SOLUTION FOR THE IMPLEMENTATION OF THE MPUMALANGA SPORT, ARTS AND CULTURE AWARDS(MSACA) FOR A PERIOD OF THREE YEARS

Department of Culture, Sports & Recreation
PO BOX 1243
Mbombela
1200

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CULTURE, SPORTS & RECREATION					
BID NUMBER:	CSR/128/26/MP	CLOSING DATE:	03 JULY 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER OR CONSORTIUM TO PROVIDE A COMPREHENSIVE TURNKEY SOLUTION FOR THE IMPLEMENTATION OF THE MPUMALANGA SPORT, ARTS AND CULTURE AWARDS(MSACA) FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. N Hlatshwayo/Mr. BH Ngoma		CONTACT PERSON	Mr. S Singh	
TELEPHONE NUMBER	013 766 5459 / 013 766 5229		TELEPHONE NUMBER	013 766 5193	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ntokozo@mpg.gov.za /BNgoma@mpg.gov.za		E-MAIL ADDRESS	ssingh@mpg.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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, 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:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER OR CONSORTIUM TO PROVIDE A COMPREHENSIVE TURNKEY SOLUTION FOR THE IMPLEMENTATION OF THE MPUMALANGA SPORT, ARTS AND CULTURE AWARDS (MSACA) FOR A PERIOD OF THREE YEARS

1. PURPOSE OF THE BID

The purpose of this bid is to appoint a professional and experienced service provider or consortium to provide a comprehensive turnkey solution for the implementation of the Mpumalanga Sport, Arts and Culture Awards (MSACA) as a Strategic Provincial Flagship Programme of the Mpumalanga Department of Culture, Sport and Recreation. The programme seeks to establish a sustainable, high-impact provincial recognition platform that promotes:

- excellence;
- talent development;
- social cohesion;
- cultural preservation;
- sport development;
- tourism promotion;
- youth empowerment;
- local economic development;
- media visibility; and
- Public-private sector partnerships.

2. BACKGROUND

Mpumalanga Province possesses a vibrant and diverse sporting, artistic, cultural and heritage landscape. The province continues to produce internationally recognised athletes, artists, performers, cultural practitioners and creatives who contribute meaningfully toward provincial identity, social cohesion and economic development. The Department seeks to institutionalise the Mpumalanga Sport, Arts and Culture Awards (MSACA) as the province's premier recognition platform for:

- Sport;
- Recreation;
- Arts;
- Culture;
- Heritage;
- Language;
- Literature;
- Film and Digital Media;
- Journalism and Broadcasting;
- Community Development;
- Indigenous Knowledge Systems; and
- Disability Inclusion.

The programme further seeks to position Mpumalanga as:

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- a leading cultural tourism destination;
- a sport tourism destination;
- a creative economy hub; and
- a province committed to excellence, inclusion and transformation.

KEY INCLUSIONS

- broadcasting arrangements;
- sponsorship and funding models;
- prize structures;
- district rotation;
- branding and entertainment; and
- Service provider experience and track record.

3. STRATEGIC OBJECTIVES

The objectives of the programme are to:

- 3.1 Recognise and celebrate excellence within sport, recreation, arts, culture and heritage sectors;
- 3.2 Promote social cohesion, provincial pride and nation building;
- 3.3 Stimulate tourism and local economic development;
- 3.4 Promote youth empowerment and talent development;
- 3.5 Support transformation, inclusion and multilingualism;
- 3.6 Promote participation of women, youth and persons with disabilities;
- 3.7 Create opportunities for local artists, athletes, federations, creatives and SMMEs;
- 3.8 Promote district participation and rural development;
- 3.9 Strengthen sponsorship and investment opportunities within the sectors;
- 3.10 Enhance provincial visibility through media and broadcast-ready productions;
- 3.11 Institutionalise a sustainable flagship provincial programme.

4. CONTRACT PERIOD

The appointment shall be for a period of three (3) years subject to:

- annual performance evaluation;
- availability of budget;
- satisfactory delivery;
- compliance with contractual obligations;
- Compliance with legislation and departmental requirements.

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5. EVENT FORMAT

5.1 The MSACA shall be hosted annually.

5.2 The programme shall be implemented for two (2) days as follows:

DAY 1

Arts, Culture and Heritage Awards Ceremony

DAY 2

Sport and Recreation Awards Ceremony

5.3 The Department reserves the right to rotate hosting between districts subject to readiness, infrastructure and strategic considerations.

5.4 The event shall preferably be hosted within an indoor arena or suitable broadcast-ready venue.

5.5 Build-up and promotional activities may be implemented during the month preceding the event.

6. EXPECTED ATTENDANCE

The successful bidder shall plan for approximately:

- 1,000 attendees per day.

This shall include:

- 250 VIP guests;
- 50 media representatives;
- 700 invited guests and stakeholders.

NB: Subject to adjustment by the DCSR

7. SCOPE OF WORK

The successful bidder shall provide a comprehensive turnkey solution for the implementation of the Mpumalanga Sport, Arts and Culture Awards (MSACA) as a Strategic Provincial Flagship Programme of the Mpumalanga Department of Culture, Sport and Recreation including but not limited to the following:

7.1 EVENT PLANNING AND MANAGEMENT

The bidder shall provide:

- overall project management;
- event conceptualisation;
- theme development;
- implementation planning;
- operational planning;
- programme scheduling;
- stakeholder coordination;

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- production scheduling;
- Reporting and close-out activities.

7.2 VENUE AND INFRASTRUCTURE

The bidder shall provide:

- venue procurement and management;
- stage construction;
- décor and venue branding;
- seating and floor layouts;
- red carpet infrastructure;
- accreditation centres;
- media zones;
- exhibition infrastructure;
- VIP lounges;
- hospitality infrastructure.

7.3 TECHNICAL PRODUCTION AND BROADCASTING

The bidder shall provide:

- professional sound systems;
- lighting production;
- LED screens;
- audiovisual production;
- live event production;
- live streaming capability;
- broadcast coordination;
- television production support;
- multimedia production;
- photography and videography;
- technical crews;
- editing and post-production services.

The successful bidder must demonstrate experience in:

- televised productions;
- broadcast-ready productions;
- large-scale awards productions.

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7.4 MARKETING, BRANDING AND COMMUNICATIONS

The bidder shall provide:

- integrated marketing strategies;
- radio campaigns;
- television promotions;
- social media campaigns;
- digital marketing;
- public relations;
- press conferences;
- publicity campaigns;
- sponsor branding opportunities;
- event branding and promotional material.

7.5 AWARDS ADMINISTRATION

The bidder shall provide:

- nomination systems;
- online nomination platforms;
- public voting systems;
- voting verification/audited results
- awards administration;
- adjudication logistics support;
- trophy and certificate production;
- scripting and programme coordination.

7.6 SPONSORSHIP AND COMMERCIALISATION

The bidder shall:

- mobilise sponsorships;
- develop sponsorship packages;
- facilitate approved media partnerships;
- commercialise approved branding opportunities;
- coordinate exhibition opportunities;
- support revenue generation initiatives.

All sponsorships and partnerships shall be subject to prior written approval by the Department.

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7.7 HOSPITALITY, ACCOMMODATION AND LOGISTICS

The bidder shall provide:

- catering services;
- VIP hospitality;
- artist hospitality;
- accommodation coordination;
- transport coordination;
- shuttle services where applicable;
- guest management;
- protocol logistics support.

7.8 SAFETY, SECURITY AND COMPLIANCE

The bidder shall provide:

- event security;
- crowd management;
- medical services;
- disaster management coordination;
- emergency response planning;
- event insurance;
- health and safety compliance;
- licensing compliance;
- copyright compliance including SAMRO where applicable.

The bidder shall coordinate where necessary with:

- SAPS;
- traffic authorities;
- emergency services;
- disaster management structures.

8. RESPONSIBILITIES OF THE DEPARTMENT

The Department shall remain responsible for:

- political protocol;
- strategic oversight;
- stakeholder approvals;
- VIP services coordination;
- approval of branding and messaging;

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9. RESPONSIBILITIES OF THE SERVICE PROVIDER

The successful bidder shall be responsible for:

- operational implementation;
- technical production;
- venue management;
- logistics;
- marketing and communications;
- sponsorship mobilisation;
- staffing;
- accommodation and transport coordination;
- compliance management;
- financial management related to implementation;
- event reporting.

10. AWARD CATEGORIES

10.1 DAY 1

ARTS, CULTURE, HERITAGE AND MEDIA AWARDS

MUSIC

- Artist of the Year
- Best Traditional Music Artist
- Best Gospel Artist
- Best Cultural Music Group

PERFORMING ARTS

- Best Theatre Production
- Best Dance Production
- Best Cultural Dance Group
- Best Actor / Actress

VISUAL ARTS AND CRAFT

- Visual Artist of the Year
- Best Crafter
- Best Fashion Designer

LANGUAGE, LITERATURE AND INDIGENOUS KNOWLEDGE

- Best Literary Contribution
- Best Indigenous Language Promotion Initiative
- Best Spoken Word / Poetry Performance

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HERITAGE AND CULTURAL PRESERVATION

- Heritage Preservation Award
- Best Museum or Heritage Programme
- Best Cultural Tourism Initiative

MEDIA AND JOURNALISM

- Best Print Journalist
- Best Radio Presenter
- Best Television / Digital Media Journalist
- Best Digital Content Creator

YOUTH AND COMMUNITY DEVELOPMENT

- Best Emerging Artist
- Youth Excellence Award
- Best Community Arts Initiative

DISABILITY INCLUSION

- Disability Arts Excellence Award

SPECIAL RECOGNITION

- Lifetime Achievement Award
- International Achievement Award
- Provincial Ambassador Award
- MEC Special Recognition Award

DAY 2

SPORT AND RECREATION AWARDS

HIGH PERFORMANCE SPORT

- Sportsman of the Year
- Sportswoman of the Year
- Team of the Year
- Coach of the Year
- Young Athlete of the Year

SCHOOL SPORT

- School Athlete of the Year
- School Team of the Year
- School Coach of the Year

COMMUNITY SPORT AND RECREATION

- Community Sport Development Award

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- Best Community Sport Club
- Volunteer of the Year

INDIGENOUS GAMES

- Indigenous Games Athlete of the Year
- Indigenous Games Development Award

ADMINISTRATION AND GOVERNANCE

- Sports Administrator of the Year
- Federation of the Year

WOMEN IN SPORT

- Women in Sport Excellence Award

DISABILITY SPORT

- Athlete with Disability Award

SPORT MEDIA

- Best Sports Journalist

SPECIAL SPORT RECOGNITION

- Sporting Legend Award
- Lifetime Achievement in Sport Award

TOTAL YEAR 1 CATEGORIES

Arts, Culture, Heritage and Media: 29

Sport and Recreation: 20

TOTAL: 49 Categories

This is still substantial enough to establish a prestigious provincial awards programme while remaining manageable from a nominations, adjudication and production perspective

11. PUBLIC VOTING AND ADJUDICATION

11.1 The awards process shall include public participation voting mechanisms.

11.2 Final determination of winners shall remain the responsibility of the independent adjudication panel appointed or approved by the Department.

11.3 The bidder shall provide:

- secure voting systems;
- voting verification systems;
- anti-fraud measures;
- audit-ready reporting.

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12. ELIGIBILITY OF NOMINEES

Nominees must demonstrate clear links to Mpumalanga Province through:

- residence;
- participation;
- contribution;
- representation; or
- recognised association with the province.

13. PRIZE STRUCTURES

Prize structures may include:

- trophies;
- certificates;
- cash prizes;
- mentorship opportunities;
- development opportunities;
- media profiling opportunities;
- sponsorship-supported incentives.

The Department reserves the right to determine annual prize structures subject to budget availability and sponsorship support.

14. LEGACY AND DEVELOPMENTAL PROGRAMMES

The successful bidder shall include legacy programme proposals relating to:

- youth empowerment;
- mentorship programmes;
- school outreach;
- district workshops;
- skills transfer;
- community activations;
- rural development initiatives.

15. LOCAL ECONOMIC DEVELOPMENT

The bidder shall demonstrate commitments toward:

- local supplier utilisation;
- youth-owned enterprises;
- women-owned enterprises;
- SMME participation;

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- participation of persons with disabilities;
- district-based economic participation.

Indicative targets may include:

- 70% local artists and performers participation;
- 80% utilisation of Mpumalanga suppliers where feasible;
- 30% youth-owned enterprise participation;
- 30% women-owned enterprise participation.
- 7% people with disabilities

16. CONSORTIUMS AND JOINT VENTURES

Consortiums, joint ventures and strategic partnerships shall be permitted provided that:

- a lead bidder is identified; and
- the lead bidder assumes full contractual responsibility.

17. RISK MANAGEMENT

Bidders shall submit detailed risk and contingency plans covering:

- technical failures;
- broadcast interruptions;
- security risks;
- crowd management;
- power interruptions;
- voting system failures;
- cyber risks;
- emergency incidents;
- artist cancellations.

18. REPORTING REQUIREMENTS

The successful bidder shall submit:

- progress reports;
- financial reconciliation reports;
- sponsorship reconciliation reports;
- attendance reports;
- voting verification reports;
- media monitoring reports;
- economic impact reports;
- post-event evaluation reports

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19. GOVERNANCE AND OVERSIGHT

The programme shall be overseen by a Departmental Project Steering Committee.

The successful bidder shall attend all governance and progress meetings as determined by the Department.

20. INTELLECTUAL PROPERTY RIGHTS

All raw footage, edited footage, photography, recordings, branding materials, digital content and intellectual property generated through implementation of the programme shall remain the exclusive property of the Department.

21. EVALUATION PROCESS

The bid will be evaluated in three (3) phases and adjudicated as follows:

- Phase 1 – Compliance/Mandatory requirements
- Phase 2 – Functional requirements
- Phase 3 – Price and specific goals

21.1 Phase 1- Compliance/Mandatory requirement

Without limiting the generality of the Departmental other critical requirements for this bid, the bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for none-submission or none compliance of any of the documents below.

Documents to be submitted	Yes/No	Non-compliance will result in disqualification?
JV agreement (in case companies its venture joint venture)	Yes	In case service provides embark on a joint venture, it must attach joint venture agreement is attested by commissioner of oath.
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document.
Bidders Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document.

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Preference Point Claim Form – SBD 6.1	Yes	Complete and sign the supplied pro forma document. Incomplete form will lead to a zero (0) score on specific goals for the tender
Compulsory briefing session	Yes	Service providers are expected to attend compulsory briefing session
Registration on Central Supplier Database (CSD)	Yes	The bidder must be registered as a service provider on the CSD.
Company profile	Yes	Attach company detailed company profile
Last three years audited/reviewed financial statements OR the Companies Management Accounts.	Yes	Attach last three years audited/reviewed financial statements or companies' management accounts
Copyright and licensing requirements SAMRO where applicable	Yes	Attach SAMRO requirements

21.2 The tender will be evaluated in terms of functionality

EVALUATION COMPONENT	CRITERIA	Maximum possible points (100 points)
Company experience in the awards event production	Traceable Track records relevant awards event production in the past five years • 6 or more reference letters=20 • 5 reference letters=15 • 4 reference letters=10 • 3 reference letters=5 • 2 reference letters=2 • 1 reference letters=1 Attach reference letters per event (No submission will score zero)	20
Methodology	Detail methodology outlining how the service provider will roll out the process flow of the awards event production • Clear methodology=35 • Average methodology=20 • Poor methodology=10 • No submission of the methodology=0	35

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	Attach detailed methodology to score points (No submission will score zero)	
Value of projects coordinated in the award events productions arena	Portfolios of relevant previous work in rendering sports or cultural awards (value) • 10 or more million=20 • 8 million=15 • 5 million=10 • 2 million=5 • 1 million=2 Attach purchase orders as proof of previous work done (No submission will result to zero)	20
Creativity and innovation	Strategic and Creative Strength of Concept of Awards event production (5 points)	5
Bidder's experience in large-scale event production;	The bidder to provide the number of projects awarded to the company in large-scale event production. • Production scale at international level=20 • Production scale at National level=15 • Production scale at Provincial level=7 Attach verifiable confirmation letter from the clients indicating the scale and levels of service rendered (No submission will result to zero)	20
	TOTAL	100

NB: Please note that bidder who is going to obtain less than 80 out of 100 in terms of functionality will be regarded as submitting a non-responsive bid and will be consequently eliminated.

21.3 Phase 3-Price and Specific goals

Bidders will further be evaluated for price and specific goals using 80/20 or 90/10 points system as outlined in the PPPFA of 2022. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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The specific goals allocated points in terms of this tender	Points	
Price	80	90
Specific goals	20	10

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Owned by black person or people owned enterprise (100%)	2		5	
25% enterprise owned by women	2		5	
25% enterprise owned by people living with disabilities	1		5	
50% enterprise owned by youth shareholding	5		5	

NB: For bidders to claim specific goals points, they must attach the following documents

- Full detailed CSD report
- Certified copy of Identity document for directors/members/shareholders

22. FINANCIAL PROPOSAL

Service providers are advised to prepare financial proposal based on the methodology.

Bidders must submit a detailed financial proposal indicating all costs associated with the planning, management, production, broadcasting coordination and implementation of the Mpumalanga Sport, Arts and Culture Awards (MSACA).

The financial proposal must clearly indicate, as a minimum, the following cost categories:

- Project management and administration;
- Venue hire and infrastructure;
- Stage, décor and branding;

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- Technical production (sound, lighting, audiovisual and LED screens);
- Broadcasting and live streaming services;
- Marketing and communication services;
- Awards administration systems;
- Trophy and certificate production;
- Hospitality and catering;
- Accommodation and transport;
- Security, medical and safety services;
- Entertainment and performers;
- Staffing and personnel;
- Sponsorship mobilisation activities;
- Contingency provision (where applicable); and
- Any other costs associated with the successful delivery of the programme.

The financial proposal must clearly indicate:

- Unit rates where applicable;
- Quantity assumptions;
- Sub-total per cost category;
- VAT (where applicable); and
- Total bid price.

The Department reserves the right to request clarification of any pricing item and to verify the reasonableness of costs submitted. Failure to meet the above-mentioned minimum requirements of financial proposal will make the bid ineligible to proceed to the next stage.

23. SPECIAL CONDITIONS

23.1 The Department reserves the right to:

- Not to appoint the lowest bid
- To cancel the bid.
- To negotiate price with the recommended bidder/s
- All the SBD forms must be answered using (X, a tick or circle) on the correct answer. Failure which will result into a disqualification.
- The department may request qualifying bidders for presentations.
- The onus lies with the bidder to provide adequate and verifiable information

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER OR CONSORTIUM TO PROVIDE A COMPREHENSIVE TURNKEY SOLUTION FOR THE IMPLEMENTATION OF THE MPUMALANGA SPORT, ARTS AND CULTURE AWARDS (MSACA) FOR A PERIOD OF THREE YEARS

- The validity period of this bid will be one hundred and twenty (120) days

COMPULSORY BRIEFING SESSION

Bidders must attend compulsory briefing session as per bid bulletin. Failure to attend will lead to disqualification. Bidders will be expected to sign attendance register.

For more information Contact Person:

Mr S Singh (013) 766 5193 Email: ssingh@mpg.gov.za

Mr BH Ngoma (013) 766 5229 BNgoma@mpg.gov.za

Mr N Hlatshwayo (013) 766 5459 Email: ntokozo@mpg.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.

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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

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																	
Trading name (if applicable)																	
ID/Passport no									Company/Close Corp. registered no								
Income Tax ref no									PAYE ref no	7							
VAT registration no	4								SDL ref no	L							
Customs code									UIF ref no	U							
Telephone no									Fax no								
E-mail address																	
Physical address																	
Postal address																	

Particulars of representative (Public Officer/Trustee/Partner)

Surname																	
First names																	
ID/Passport no									Income Tax ref no								
Telephone no									Fax no								
E-mail address																	
Physical address																	

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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AuditAre you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

--

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

--

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Owned by black person or people owned enterprise (100%)	2		5	
25% enterprise owned by women	2		5	
25% enterprise owned by people living with disabilities	1		5	
50% enterprise owned by youth shareholding	5		5	

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:

.....

.....

.....

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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