



social development

Department of
Social Development
FREE STATE PROVINCE

**APPOINTMENT OF THE EVENT MANAGEMENT
COMPANY TO RENDER EVENT RELATED
SERVICES FOR NATIONAL ACTIVE AGEING
PROGRAMME ON BEHALF OF FREE STATE SOCIAL
DEVELOPMENT ON ONCE-OFF BASIS IN WESTERN
CAPE.**

BID NUMBER: FSDSD (T) 007/2025

ADVERT DATE:

26 SEPTEMBER 2025

CLOSING DATE AND TIME:

06 OCTOBER 2025 AT 11:00 AM

VALIDITY PERIOD:

120 DAYS

ENQUIRIES

BIDDING PROCESS: Mr. P. Nkhatho @ 066 486 6664/ Patrice.Nkhatho@fssocdev.gov.za , Ms. Nthabiseng Mabula @ 071 857 3704 / Nthabiseng.Mabula@fssocdev.gov.za & Mr. Thabang Mofokeng @ 051 409 0611 or Thabang.Mofokeng@fssocdev.gov.za

TECHNICAL: Ms. Betty Mangate @ 067 597 1377 Betty.Mangate@fssocdev.gov.za

NB: All enquiries should preferably be made in writing to the officials mentioned above.

LIST OF ABBREVIATIONS	
BAC:	Bid Adjudication Committee
BEC :	Bid Evaluation Committee
BQRC :	Bid Quality Review Committee
B-BBEE :	Broad-Based Black Economic Empowerment
CEF:	Central Energy Fund
CIPC:	Companies and Intellectual Property Commission
CPA:	Contract Price Adjustment
CIPC:	Companies and Intellectual Property Commission
CPI:	Consumer Price Index
CSD:	Central Supplier Database
DOE:	The Department of Energy
NERSA:	National Energy Regulator of South Africa
OCPO:	Office of the Chief Procurement Office
PPR 2017:	Preferential Procurement Regulation 2017
QSE:	Qualifying Small Enterprise
RSA:	Republic of South Africa
SLA:	Service Level Agreement
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SARS:	South African Revenue Service
SSA :	State Security Agency
SCC:	Special Conditions of Contract
SCM:	Supply Chain Management
SBD :	Standard Bidding Document
CBD:	Contract Bidding Documents
TC:	Transversal Contracts
TIC:	Tender Information Centre VAT Value Added Tax

DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- ❖ Bid Submission Checklist

SECTION 1

- ❖ Invitation to Bid (SBD 1)
- ❖ Price Schedule (SBD 3.1)
- ❖ Price Schedule (SBD 3.2)
- ❖ Declaration of Interest (SBD 4)
- ❖ Specific goals Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)
- ❖ The following documentation is required:
 - Certified Identification/s of copy (ies) of shareholder/s
 - Company's registration, CK document
 - Tax Compliance Status Pin
 - CSD Registration Number (MAAA)

SECTION 2

- ❖ Special Conditions of Contract (SCC)

SECTION 3

- ❖ General Conditions of Contract (GCC)
- ❖

Annexure A

- ❖ Joint Venture or a Consortium Agreement to be completed
- ❖ A separate joint venture agreement to be submitted by bidders

Annexure B

- ❖ DTIC format Sworn Affidavits

Annexure C

- ❖ Pick Up Points (Itinerary)

BID SUBMISSION CHECKLIST

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

Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 3.1	Pricing Schedule – Firm Prices		
SBD 3.2	Pricing Schedule – Non-Firm Prices		
SBD 4	Declaration of Interest		
SBD 6.1	Specific goals Points Claim Form in Terms of The Preferential Procurement Regulations 2022		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3.	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
4.1	Proof of residential address - (municipality account required, Municipal Clearance certificate or signed rental agreement)		
4.2	Identification copies (Certified) of members & directors		
4.3	Company's registration, CK document		
4.4	CSD Registration number (MAAA Number)		
4.5	Joint Venture (JV) Agreement (if it is a JV)		
4.6	B-BBEE Certificate (SANAS Accredited) – where applicable		
Annexure A	Joint Venture or a Consortium (if it is a JV)		
Annexure B	DTIC format Sworn Affidavit		
Annexure C	Itinerary, Pick Up Points		

SECTION 1

STANDARD

BIDDING

DOCUMENTS

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FSDSD (T) 007/2025	CLOSING DATE:	06 OCTOBER 2025	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF THE EVENT MANAGEMENT COMPANY TO FOR RENDER EVENT RELATED SERVICES FOR NATIONAL ACTIVE AGEING PROGRAMME ON BEHALF OF FREE STATE SOCIAL DEVELOPMENT ON ONCE-OFF BASIS IN WESTERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bid Box situated at Main Entrance at the Foyer					
Civilia Building, Number 14					
Mariam Makeba Street,					
Bloemfontein					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Patrice Nkhatho		CONTACT PERSON	Ms. Betty Mangate	
TELEPHONE NUMBER	051 409 0535		TELEPHONE NUMBER	067 597 1377	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Patrice.Nkhatho@fssocdev.gov.za		E-MAIL ADDRESS	Betty.Mangate@fssocdev.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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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 ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT (SCC).
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder:.....

Capacity Under Which This Bid Is Signed:.....

Date:.....

PRICING SCHEDULE – FIRM PRICES (GOODS)

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

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

Qty	DESCRIPTION	UNIT IN RSA CURRENCY (INCLUDING VAT IF APPLICABLE)	TOTAL PRICE
TRANSPORT SERVICES			
93 PEOPLE	ONE LUXURY COACH/BUS (<i>see attached itinerary, Annexure C</i>) Date: 23 October 2025 Pick Up: Lejweleputswa District (various towns) to Bram-Fischer Aiprort	R	R
93 PEOPLE	ONE LUXURY COACH/BUS (<i>see attached itinerary, Annexure C</i>) Date: 27 October 2025 Pick Up: Bram-Fischer Aiprort to Lejweleputswa District (various towns)	R	R
FLIGHTS			
200 PEOPLE	Economy flight Date: 23 October 2025 Pick Up: Bram fischer International Airport Drop off: Cape Town International Airport	R	R
200 PEOPLE	Economy flight Date: 27 October 2025 Pick Up: Cape Town International Airport Drop off: Bram fischer International Airport	R	R
SHUTTLE SERVICES			
200 PEOPLE	Date: 23 October 2025 Pick Up: Cape Town International Airport Drop off: Hotels/Accommodation	R	R

200 PEOPLE X 3 days	Date: 24-26 October 2025 Pick Up/Drop off: Hotel/Accommodation to Cape Twon Stadium and return <i>NB: The logistics will be required for 3 days</i>	R	R
200 PEOPLE	Date: 27 October 2025 Pick Up: Hotels/Accommodation Drop off: Cape Town International Airport	R	R
ACCOMMODATION (90 sharing; 20 single =110 ROOMS)			
90 Sharing rooms	<u>Dinner, Bed and Breakfast</u> Check in : 23 October 2025 Check out: 27 October 2025 Number of pax: 180 people (2 per room)	R	R
20 Single rooms	Check in : 23 October 2025 Check out: 27 October 2025	R	R
CATERING SERVICES (200 PEOPLE)			
200 PEOPLE	Padkos on 23 October 2025 , On route to Bram-Fischer Airport Menu: <ul style="list-style-type: none"> • Quarter Leg x1 • White Rolls x2 • Salad (Separately packed) • 100% Can Juice 340ml (assorted) • 500ml bottled water screw topped (one package per person) 	R	R
200 PEOPLE	Padkos on 27 October 2025 , Upon return from Bram-Fischer Airport to Home <ul style="list-style-type: none"> • Quarter Leg x1 • White Rolls x2 • Salad (Separately packed) • 100% Can Juice 340ml (assorted) • 500ml bottled water screw topped (one package per person) 	R	R
ATTIRE AND BRANDING FOR NATIONAL ACTIVE AGEING PROGRAMME			
220	Round Neck T- Shirt Short Sleeves Colour White (T Shirts) (Polyester Birdseye Material). (T-shirts Branded) <ul style="list-style-type: none"> • 5XL= 3 • 4XL=5 • 3XL=12 • 2XL=12 • XL=53 • L=63 • M=60 • S=12 NB: Embroidery with Social Development's Logo, located on Top left handside	R	R

220	<p>Red (T -shirt) (Polyester Birdseye Material). (T-shirts Branded)</p> <ul style="list-style-type: none"> • 5XL= 3 • 4XL=5 • 3XL=12 • 2XL=12 • XL=53 • L=63 • M=60 • S=12 <p>NB: Embroidery with Social Development's Logo, located on Top left handside</p>	R	R
220	<p>Track suit- Sweatsuit Set Jogging Suits Full Zip Casual Jackets Pants 2pcs Outfit Athletic Workout-(Colours Purple & white / Green & Yellow)</p> <ul style="list-style-type: none"> • 5XL= 3 • 4XL=5 • 3XL=12 • 2XL=12 • XL=53 • L=63 • M=60 • S=12 <p>NB: Tracktop must be Embroidered with Social Development's Logo, located on Top left handside</p>	R	R
220	<p>Sun hats – with adjustable neck flap, spotty wear</p> <p>Branding with Social Development's Logo.</p> <p>Spotty Hats (In Front)</p>	R	R
180	<p>Soccer Shorts – colour: purple</p> <ul style="list-style-type: none"> • 4XL=5 • 3XL=12 • 2XL=12 • XL=43 • L=53 • M=43 • S=12 	R	R
30	<ul style="list-style-type: none"> • 2pcs Overall (Colour purple, trimmed with white) • 5xl =1 • 3XL=3 • 2XL=12 • XL=10 • L=4 <p>NB: Overall Top Must be embroidered with Social Development Logo, located on top left handside</p>	R	R
TOTAL AMOUNT			R

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.

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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SPECIFIC GOALS POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following Specific goals 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 Specific goals point system for this quotation is the **80/20** Specific goals point system.

1.3 Points for this quotation (even in the case of a quotation 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 quotation 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 quotation to claim points for specific goals with the tender, will be interpreted to mean that Specific goals points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a quotation is adjudicated or at any time subsequently, to substantiate any claim in regard to Specific goals, 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) “**quotation 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 SPECIFIC GOALS 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 quotation under consideration
- Pt = Price of quotation 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:

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

Where

- Ps = Points scored for price of quotation under consideration
- Pt = Price of quotation 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, Specific goals points must be awarded for specific goals stated in the tender. For the purposes of this quotation 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 Specific goals point system applies, an organ of state must, in the quotation documents, stipulate in the case of—
- (a) an invitation for quotation for income-generating contracts, that either the 80/20 or 90/10 Specific goals point system will apply and that the highest acceptable quotation will be used to determine the applicable Specific goals point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 Specific goals point system will apply and that the lowest acceptable quotation will be used to determine the applicable Specific goals point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 Specific goals point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 Specific goals 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 Specific goals point system.)

The specific goals allocated points in terms of this quotation	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
	(To be completed by the organ of state)	(To be completed by the tenderer) Any method of indication of points shall be accepted.
Between 51% to 100% Women owned companies	5	
Between 51% to 100% Youth owned companies	5	
Locality within the Free State base	2.5	
SMME's	2.5	
People living with disability	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 Specific goals(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The Specific goals 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:

.....

.....

Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

This preference form (SBD 6.1) must form part of all tender responses. It contains general information and serves as a claim form for preference points for specific goals. 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 3 below as may be supported by proof/ documentation stated in the conditions of this tender.

Table 3: Specific goals for the tender and points claimed are indicated per the table below. The 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. Before completing this form, tenderers must study the general conditions, definitions and directives applicable in respect of the tender and preferential procurement regulations, 2022)

HISTORICALLY DISADVANTAGED PERSON OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
Between 51% to 100% Women owned companies	5	Points will be determined as per CSD printed by the Department. (full CSD report)
Between 51% to 100% Youth owned companies	5	Points will be determined as per CSD printed by the Department. (full CSD report)
LOCALITY	2,5	Valid leasing agreement if not owning the property Or Proof of municipality accounts in the bidders' name or (company name) not older than (3) three months Or CIPC Certificate
SMME's	2.5	B-BBEE status level verification certificates Verification agencies accredited by SANAS Or Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
People living with disability	5	A copy of a medical certificate to confirm disability

The applicable preference point system for this tender is the 80/20 preference point system. Points for this tender shall be awarded for: (a) Price; and (b) Specific Goals

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.

SECTION 2

SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

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

2. STATUS OF REQUEST FOR BID

- 2.1. The Free Social Development is hereby inviting potential bidders to render event management services for once-off.
- 2.2. This Bid is an invitation for Bidders to submit a bid for the provision of rendering event management related services as set out in the special conditions of contract contained herein.
- 2.3. No binding contract or other understanding for the supply of the services will exist between the the Dpartment and any Bidder unless and until the Free State Social Development has executed a formal written contract with the successful Bidder/s.

3. SUBMISSION OF BIDS

- 3.1 Bidders must submit one (1) original hard copy clearly marked as **Free State Social Development** to address indicated on the SBD1 by the closing date and time of the bid.
- 3.2 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.
- 3.3 No emailed/faxed documents will be considered nor accepted.

4. PROHIBITION OF RESTRICTIVE PRACTICES

- 4.1. In terms of section 4(1) 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:
- ✓ directly or indirectly fixing a purchase or selling price or any other trading condition;
 - ✓ dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - ✓ collusive bidding.
- 4.2. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

5. FRONTING

- 5.1. The Department of Social Development is in supports of the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Social Development condemns any form of fronting.
- 5.2. The Department of Social Development, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- 5.3. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Social Development, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- 5.4. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Social Development may have against the bidder/contractor concerned.

6. STATUS OF REQUEST FOR PROPOSAL

- 6.1. The Free State Department of Social Development hereby invites potential bidders to render event management services on a once-off basis.
- 6.2. This bid is an invitation for potential bidders to submit a bid(s) for the provision of rendering event management related service for the Department as set out in the Special Condition of Contract contained herein.
7. The requirement for the appointment to render event management services will be for National Active Ageing Programme scheduled to take place in Western Cape in October 2025.

8. TAX COMPLIANCE STATUS

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

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

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

9. OWNERSHIP

NB

Shareholder/Member of Company/Individual will not be allowed to represent/bid for more than one Business, **if you submit more than one bid it will result in disqualification of both bids.**

If the business is a consortium/joint venture a copy of the agreement between the parties within the consortium/joint venture must also be submitted.

Where a Shareholder/Member of Company/Individual has an interest in any other company that is participating in this bid, must disclose by completing the below table. List of Shareholding/Membership by Name of business, Position occupied and percentage of shareholding in the business:

Name Of Business	Position Occupied In The Business	% of Shareholding In the Business	Indicate by ticking X next to the Business you are representing in this Bidders.

10. DECLARATION OF INTEREST – SBD 4

The declaration of interest form (SBD 4) **must** be completed and properly signed, and all the relevant questions or questionnaire must be completed accordingly and declaration at the end of the SBD 4 must be completed and signed by the relevant or designated person of the company.

11. SPECIFIC GOALS POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022 – FORM SBD 6.1

In terms of this bid, Specific goals point system of 80/20 will be applicable as the rand value of this bid is estimated to be to be below R50 000 000 with applicable taxes included. All bidders who passed the required threshold for Functionality will continue to next stage of evaluation where Price (80 points) and Specific goals(20) will be allocated using the prescribed formula.

12. REQUIREMENTS - PRICES

Prices must be firm of the contract period. No price adjustments will be allowed

13. EVALUATION PROCESS

a. The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Administration and Mandatory bid requirements	Functionality	Price and Specific goals	Recommendation and Appointment
Compliance with administration and mandatory bid requirements (i) Bidders are required to submit their proof of membership with any event management professional /accreditation body (valid certified copy)	Bids will be evaluated in terms of functionality and bidders who fail to obtain a minimum of 70 points out 100 points will not be evaluated further on Price and Specific Goals	Bids evaluated in terms of the 80/20 price and specific goals point system	Recommendation and appointment of successful bidder(s)

Failure to comply with Phase I will invalidate the bid.

14.1. Phase I: Mandatory Requirements

Proof of registration with any event management professional/accreditation body (valid certified copy must be submitted).

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

Registration on Central Supplier Database (CSD)

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

Valid Tax Pin

Bidders must ensure that their tax compliance status is in good standing.

Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents.

14.2. Phase II: Functionality Evaluation

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

A service provider that scores less than **70 points** out of 100 as per evaluation criteria categories, listed on Phase II, in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified for further evaluation.

Rating

Prospective bidders will be rated on each functionality criterion in accordance with the following matrix.

CRITERIA FOR SPECIFIC GOALS	DOCUMENTS TO BE ATTACHED	MAXIMUM POINTS
1. EXPERIENCE A. Bidder's relevant experience for rendering of event management services No experience = 0 points Up to R50 000.00 = 05 points R50 000.01 to R100 000.00 = 10 points R100 000.01 to R500 000.00 = 15 points R500 000.01 to R1000 000.00 = 20 point	A. Attach orders or/and appointment letters indicating the amount of service (on the letter head of the institution and signed by Head of SCM) relating to rendering of of event management services, together with corresponding completion certificate/delivery note/ or certified invoices to indicate that the service was successfully completed (All proof of service been delivered must relate/correspond with attached orders or appointment letters). The services	A. 30

<p>R1 000 000.01 < R1 500 000.00 = 25 points</p> <p>R1 500 000.01 and above = 30 points</p>	<p>rendered must not be older than 4 years.</p> <p>In the event you have rendered services outside government, appointment letter (on the letter head of the institution indicating the amount of service and signed by Head of SCM) or sub-contract appointment letters indicating the amount of the service should be provided together with proof of payments from the main contractor must be provided.</p>	
<p>2. REFERENCE LETTER FOR RENDERING OF EVENT MANAGEMENT SERVICES .</p> <p>B. No Reference letter = 0 points</p> <p>1 to 5 Reference Letter(s) = 10</p> <p>More than 5 reference letters = 20 points</p> <p>3. FINANCIAL CAPACITY</p> <p>C. Demonstrated capacity of supplier to deliver</p> <ul style="list-style-type: none"> ➤ Bank Statement not older than 6 months ➤ Bank guarantee ➤ National credit regulator(NCR) 	<p>B. Reference letter signed by Head of SCM on the letter head of the institution indicating the period of appointment, amount of the appointment and state/quality of delivery. The services rendered must not be older than 4 years.</p> <p>The department reserves the right to further verify the credibility of reference letters</p> <p>C. Proof of Bank Statement with cash flow of not less than R1 500 000.00 for the past six (6) months or Letter from the bank indicating revolving credit of not less than R1 500 000.00 over six (6) months.</p> <p>Letter of commitment to provide funding from a financial service provider or the approval of credit from the accredited financial service provider for R1 500 000.00 or more.</p>	<p>B. 20</p> <p>C. 30</p>
<p>4. LOCALITY</p> <p>E. The proximity of the service provider to the service center:</p> <p>Outside South Africa = 0 points</p> <p>Outside Free State = 5 points</p> <p>Within the Free State area = 20 points</p>	<p>E. Proof of residence e.g., valid leasing agreement if not owning the property together with proof of rental payments (i.e. Invoice or statement from the lessor not older than 3 months) or</p> <p>Proof of municipality accounts in the bidders' name (company name / Director of the company) not older than (3) three months</p> <p style="text-align: center;">or</p> <p>CIPC Certificate</p>	<p>E. 20</p>
<p>TOTAL</p>		<p>100</p>

The panel members responsible for scoring the respective bidders will evaluate and score all bidders based on their submission and information provided.

Bids will be evaluated in terms of the new **Preferential Procurement Regulation, 2022** and the bid evaluation criteria stipulated in this section.

Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or rating bidders collectively on the scoresheet.

Any proposal not meeting the minimum score of **70 points** on the technical/functionality will not be evaluated further on Price and Specific Goals.

The Department reserves the right to determine the number of companies to be appointed to provide the services.

14.3 Phase III: PRICE AND SPECIFIC GOALS EVALUATION

The evaluation on Price and Specific goals will be conducted per district. Therefore, the bidder who scored the highest points for Price and Specific goals per district will be appointed. Tenders will be evaluated in accordance with the 80/20 Specific goals point system, however, bidders will only awarded scores for specific goals when claimed for by bidders on SBD 6.1.

CRITERIA	MAXIMUM POINTS
Price	80
Specific goals.	20
Grand Total	100

Price (maximum 80 points)

Specific goals (maximum 20 points)

The following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bidders under consideration

P_t = Comparative price of bidders under consideration

P_{\min} = Comparative price of lowest acceptable bidders

Bidders are required to complete the Specific goals claim form (SBD 6.1) and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African

Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTI format) signed by the EME/QSE representative and attested by a commissioner of oath.

Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

Only Bidders who have completed and signed the declaration part of the Specific goals claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for Specific goals points.

The State may, before a bidder is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to Specific goals.

The points scored will be rounded off to the nearest 2 decimals.

If two or more tenders scored an equal total number of points, the contract will be awarded to the Tenderer that scored the highest points for Specific goals.

If two or more tenders score equal total points in all respects, the award shall be decided by the drawing of lots.

14.4 Phase IV: RECOMMENDATION AND APPOINTMENT

The Department reserves its right at its sole discretion to appoint more than one bidder to implement this project. The number/allocation of supplier(s) to be appointed is the prerogative of the Accounting Officer.

The Department reserves its right at its sole discretion to appoint bidders per category.

The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Social Development for awarding of the bid/s.

The bidders are to submit a single bid which will separately respond to Free State Social Development's requirements. The Department reserves the right to assess these bids separately and at its sole discretion to appoint bidders depending on the strength of each bid and the requirements of the Department.

The outcome of the bid will be published in the Provincial Bid Bulletin, e-Bid Portal and the Department's website.

15. COMMUNICATION AND CONFIDENTIALITY

15.1 The Free State Social Development may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

15.2 All communication between the Bidder and the Free State Social Development must be done in writing.

- 15.3. Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, and its offers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 15.4. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
- 15.5. Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 15.6. All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
- 15.7.** No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so. All documents will remain the property to the **Free State Department of Social Development**

16. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the special conditions by bidder(s) will result in invalidation of such bidder(s).

17. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

In accordance with Treasury Instruction Note 17 of 2012, an employee of a provincial public entity may not have business interest in any entity conducting business with Social Development.

According to the Public Service Regulations 2016 an employee may not do business with any organ of the State. All bidders received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be Noncompliance.

17.1 AWARD OF CONTRACT

- 17.1 The outcome of the bid will be published in the Provincial Bid Bulletin, Departmental Website and on e-Bid Portal.
- 17.2 The Free State Social Development reserves the right to award different items of the bid to more than one (1) service provider.

18. OFFICIAL ORDERS

18.1 Suppliers should note that each individual purchasing institution is responsible for generating the official order(s) as well as the payment(s) thereof.

18.2 Suppliers should note that the official order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).

18.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the orders issued by the purchasing institutions.

18.4 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.

19. ADJUDICATION OF THE BIDDERS

The number/allocation of service providers will be determined by the Accounting Officer.

The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the Accounting Officer: Social development.

20. VERIFICATION OF BIDDERS

At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

21. CONFIDENTIALITY

Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder(s) who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder(s) has been notified of the outcome of the bidders.

No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Social Development, except where authorized in writing to do so.

22. AGREEMENTS

A Service Level Agreement may be entered into with the Department of Social Development to clarify specific operational provisions. The Service Level Agreement will be subject to the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

Should funds no longer be available to pay for the execution of the responsibilities of Bidders the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder(s) who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

23. SETTLEMENT OF DISPUTES

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

24. ACCEPTANCE OF THE SPECIAL CONDITIONS AND CONTRACT AND GENERAL CONDITIONS OF CONTRACT

Failure to accept the Special Conditions of Contracts and the General Conditions of Contract or any part thereof, may result in the bidders not being considered.

I _____ in my capacity as _____ of the

Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE

CAPACITY

Name of contact person of company:

Tel. of company: _____

E-mail: _____

26. CONTACT DETAILS

Enquiries: Mr. Patrice Nkhatho

Tel: 051 409 0535

Technical: Ms. Betty Mangate

Tel: 067 597 1377

SECTION 3

GENERAL

CONDITION

OF

CONTRACT

GCC

GENERAL CONDITIONS OF CONTRACT

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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15. Warranty
16. Payment
17. Prices
18. Contract amendments
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21. Delays in the supplier's performance
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23. Termination for default
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25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

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

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	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.

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	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

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	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:

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	<p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p>
	<p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p>
	<p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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.</p>
	<p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p>
	<p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p>
	<p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p>
	<p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract</p>

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	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,

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	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	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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/on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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

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	<p>parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
	16.1 The method and conditions of payment to be made

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16. Payment	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

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	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: <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC</p>

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	<p>Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p>
	<p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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:</p> <p>(i) the name and address of the supplier and / or</p>

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	<p>person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction (iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
<p>24. Anti-dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance</p>

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	<p>or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful</p>

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	<p>misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p>
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.

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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.

General Conditions of Contract (revised February 2008)

Annexure A

JV / Consortium Agreement

ANNEXURE A

FSDSD (T) 007/2025: APPOINTMENT OF THE EVENT MANAGEMENT COMPANY TO FOR RENDER EVENT RELATED SERVICES FOR NATIONAL ACTIVE AGEING PROGRAMME ON BEHALF OF FREE STATE SOCIAL DEVELOPMENT ON ONCE-OFF BASIS IN WESTERN CAPE

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

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

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

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

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

SIGNED ON BEHALF OF BIDDER

Date: _____

Annexure B

DTIC Template Sworn Affidavits

APPOINTMENT OF THE EVENT MANAGEMENT COMPANY TO RENDER EVENT RELATED SERVICES FOR NATIONAL ACTIVE AGEING PROGRAMME ON BEHALF OF FREE STATE SOCIAL DEVELOPMENT ON ONCE-OFF BASIS IN WESTERN CAPE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member/Director/Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name :	
Trading Name (If Applicable) :	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2004 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians-</p> <ul style="list-style-type: none"> a) Who are citizens of the Republic of South Africa by birth or descent or b) Who became citizens of the Republic of South Africa by naturalization- <ul style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under oath that:

- The enterprise is _____% black owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2004 as Amended by Act No 46 of 2013,
- The enterprise is _____% black woman owned per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2004 as Amended by Act No 46 of 2013,
- The Enterprise is _____% black designated group as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2004 as Amended by Act No 46 of 2013,

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- Based on the Financial statements/Management accounts and other information available on the latest financial year-end of _____, the annual total revenue was R10,000,000.00(Ten Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At least 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stamp

Annexure C

ITINERARY - Lejweleputswa Pick-up points (93 people)

Towns

Kopanong Sports Centre (Welkom)	50 people(1 Wheelchair user)
DSD Office	3 people
Bronville (SAPS)	23 people
Virginia (Meloding Community Hall)	11 people
Bothaville(Mboneni Centre)	1 person
Hoopstad (Tikwane Stadium)	1 person
Odendaalsrus(Sipho Mmutsi Stadium)	3 people
Ventersburg (Library)	1 person