

**REQUEST FOR BID**

| | |
|-----------------|----------|
| GOODS | |
| SERVICES | X |

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|--|--|---|--|
| DESCRIPTION: | APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON THE PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR THIRTY - SIX (36) MONTHS | | |
| RFB NUMBER: | SACREMS2026/27 | | |
| CLOSING DATE AND TIME: | 26 JUNE 2026 @ 11H00 | | |
| QUOTATIONS TO BE SUBMITTED TO: | SUPPLY CHAIN MANAGEMENT OFFICE ZANA BUILDING CNR: HENRY AND HILL STREET | | |
| PREFERENCE POINTS SYSTEM: | 80/20 | | |
| DELIVERY INFORMATION - N/A | | | |
| LOCATION: | BLOEMFONTEIN | | |
| Enquiries relating to bidding procedures may be directed to: | | Technical enquiries may be directed to: | |
| Contact person: | Mr MASISI | Contact person: | Mr RAMABULANA |
| E- Mail address: | masisi@sacr.fs.gov.za | E- mail address: | ramabulana.ta@sacr.fs.gov.za |
| Telephone No: | 066 474 7494 | Telephone No: | 083 707 0210 |



NAME OF BIDDER:

BRIEFING SESSION

A tender briefing meeting is an official session held by the department before a bid closes. It details the scope of work, contract conditions, and submission requirements.

The department strongly recommended interested bidders to attend, because this meeting provides a direct channel to ask questions and understand the department expectations.

All services providers who are interested in tendering for this service are mandated to:

- Review Documents: Read the tender documents, and understand specifications before attending.
- Sign-in Correctly: Ensure you sign the attendance register. Use the exact, registered name of the company or Joint Venture (JV) that will submit the bid.
- Send the Right Representative: Do not send administrative staff. Send someone with technical and decision-making authority who can understand the bid requirements.

Please note the purpose of the briefing meeting is not limited to the below but very critical

- Clarification: It allows bidders to ask questions and clarify ambiguities regarding the specifications, site layouts, or contract terms.
- Addendums: If mistakes or material errors are discovered in the tender document during the briefing session, the client will issue a formal *Addendum* or *Notice to Tenderers* that will be sent to all attendees and advertised in the same media original document is advertised

The briefing session will be held under the following conditions

- **Date** : 18 June 2026
- **Time** : 10h00 until 12h30
- **Venue** : Free State Sport Institute (Psychiatric Hospital), Bloemfontein
- **Attendance** : One person per company or entity

NB: Non-attendance will not lead to disqualification.

The department wishes to inform all bidders that all conditions must be adhered to and no service providers will be treated differently and all whom are attending have all the rights to attend and be listened to base on the bid documents.



COMPANY INFORMATION

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



1. BACKGROUND AND INTRODUCTION

- 1.1 Department of Sport, Arts, Culture and Recreation (DSACR) Free State wishes to establish a panel of suitably qualified and experienced service providers who will be expected to plan, conceptualize, organize, implement, manage, and coordinate different categories of various events but not limited to the following for a period of 36 months:
 - 1.1.1 Indigenous Games and Big Walk
 - 1.1.2 Provincial and National School-Community Sports Championship
 - 1.1.3 Recreation and Commemorative Day
 - 1.1.4 Departmental Outreach and Competitions
 - 1.1.5 Departmental Arts and Culture Festivals
 - 1.1.6 Exhibitions, Workshops, Conferences and Seminars
 - 1.1.7 Days of National Significance celebrated in South Africa;
 - 1.1.8 Launches and Openings;
 - 1.1.9 Other non-specified events which relate to the department mandate.
- 1.2 The department will initiate a number of events over the next 36 months. Successful events management companies must have the ability, financial capacity, infrastructure, experience, and knowledge to manage all events and special projects on behalf of the department and in conjunction with the delegated department officials/managers.
- 1.3 Events will be held at different locations and venues with varying facilities. They will take place at formal venues such as professional conferencing facilities and in rural areas with little or no facilities.
- 1.4 The appointed Service Provider will consult with a departmental representative to manage and administer events.
- 1.5 Panel members must submit specific bids when the services are required during the price quotation stage/phase.
- 1.6 This panel shall be in place for three years, after which it will be dissolved.
- 1.7 The successful service providers must have the ability, financial capacity, infrastructure, experience, and knowledge to manage all events and special projects on behalf of the department and in conjunction with the departmental representatives.
- 1.8 The events would be focused on involving various stakeholders for an enhanced sense of inclusion, greater awareness about sport, arts and culture, as well as raising the profile of the Department and Free State province in general.



2. PROPRIETARY INFORMATION

- 2.1. The Department of Sports, Arts, Culture and Recreation (DSACR/SACR) considers this Request for BID (RFB) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to SACR. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The department shall not disclose, publish, or advertise bidders' responses related information to any third party without the prior written consent of SACR.
- 2.2. The department is directed to advertise all bidders' names with the National Treasury e-portal, DSACR Website and Tender Bulletin ten (10) days after the closing of the bid.
- 2.3. The department is directed to advertise the awarded bidder(s) with the National Treasury e-portal, DSACR Website and Tender Bulletin after the procurement processes are complete and concluded

3. ENQUIRIES

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

4. BID VALIDITY PERIOD AND GENERAL REQUIREMENTS

- 4.1 The proposal shall be valid for a minimum of 4 months (120 days) calculated from the closing date.
- 4.2 Appointment of the bidder into the panel shall be subject to parties agreeing on mutually acceptable contractual terms and conditions.
- 4.3 No regret letters will be sent to unsuccessful bidders.
- 4.4 All documentation submitted in response to this tender must be in English.



5 TERMS OF CONTRACT

The term of the contract will be for duration of a specific event for which the bidder will be appointed during the price quotation stage/phase within the three (3) contract period.

5.1 TERMS & CONDITIONS OF TENDER

- 5.1.1 The Department reserves the right to quantify required items and services as per the tender.
- 5.1.2 The successful tenderers will be required to allow Department personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.
- 5.1.3 DSACR reserves the right to appoint any or no one at all.
- 5.1.4 Sub-service providers/sub-contracting will be allowed with the approval of the department
- 5.1.5 The tender submitted must remain valid for 120 days after closing date.
- 5.1.6 The Department shall deploy its Finance, SCM and Internal Audit during the event(s) for compliance check purposes at any of the event/s for which the bidder has been appointed.
- 5.1.7 All returnable documents must be in a separate file, clearly indexed and separated by marked sheets.
- 5.1.8 Initials must be on all pages in the tender document.
- 5.1.9 All proposals are to be sealed in an envelope. No open bid document will be accepted.
- 5.1.10 All bid documents are to be clearly marked with the Project Number and the name of the bidder.
- 5.1.11 No tender will be considered after the closing date and time.
- 5.1.12 The department will advertise all bidders' names on e-portal, DSACR Website and Tender Bulletin.
- 5.1.13 No service provider is allowed to record, film or take video of any proceeding without department consent

6. DSACR RESERVES THE RIGHT TO

- 6.1 Extend the closing date through the same medium of communication used for invitation.
- 6.2 Extend tender validity period before the expiry date of the original validity period.
- 6.3 Validate submitted information, request proof of claims, and contact references.
- 6.4 Request any further documentary proof regarding any declaration
- 6.5 Appoint more than one supplier and package services for the event base on local economic needs.
- 6.6 Cancel or withdraw this tender as a whole or in part.
- 6.7 The verify the submission of responses provided as proof that he/she has the necessary expertise, experience and knowledge in the event management field.
- 6.8 Reduce or increase the total quantity of items required in the tender.
- 6.9 Request missing information while late bids are strictly rejected. The department may ask bidders to clarify or provide minor missing information after the closing time to ensure administrative compliance.
- 6.10 Disqualify bidders listed on the National Treasury's Register for Tender Defaulters or those restricted from doing business with the public sector.
- 6.11 Immediately terminate the tender process or cancel any awarded contract if a bidder is found guilty of misrepresentation, fraud, or violating SCM policies.
- 6.12 Maintain equitable allocation of service providers per district and Service providers who have scored 70% or more on Functionality criteria will be expected to do presentation as a final stage for inclusion in the panel and inclusion of service provider into the panel does not guarantee project allocation.



7 INSTRUCTIONS ON SUBMISSION OF BIDS

- 7.1 Bids should be submitted in PDF format and all bound in a sealed envelope endorsed **SACREMS2026/27** and marked **APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR A PERIOD OF THIRTY - SIX (36) MONTHS**.
- 7.2 The sealed envelopes must be placed in the bid box at the Main Reception area of the SACR-Zana Building, Corner Hill and Henry Street, Bloemfontein by no later than 11:00 noon on **FRIDAY, 26TH JUNE 2026**. Bids must be submitted in the prescribed response format.
- 7.3 The bid closing date, bidder name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure submission register is completed and documents are placed / deposited into the bid box. **The SACR will not be held responsible for any delays where bid documents are handed to the SACR-SCM Office.**
- 7.4 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the SACR's policy not to consider late bids for tender evaluation.**
- 7.5 Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.
- 7.6 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a tick ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 7.7 **It is mandatory for the bidders to comply with the bid conditions.**

8 PURPOSE OF THE REQUEST FOR BID

- 8.1 The department is currently sourcing quotations from different service providers listed on the National Treasury Central Supplier Database for events management.
- 8.2 Through this process the department will appoint a panel of event management service providers for a period of three (3) years.
- 8.3 After the appointment of the panel, the department will invite price quotation from the appointed service providers who constitute the panel. The invitation of for price quotations will be done on a rotation basis in such a manner that ongoing competition amongst suppliers is promoted.
- 8.4 The department requires the service of a duly experienced and knowledgeable service provider who will be expected to plan, conceptualize, organize, implement and manage an event within business ethical behaviour on behalf of the department.



9 SERVICES REQUIRED

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

10 APPOINTMENT OF SERVICE PROVIDERS TO SERVE ON THE PANEL

10.1 Post-appointment, the panel will be divided into the following **FIVE DISTRICTS**:

- 10.1.1 Fezile Dabi district
- 10.1.2 Lejweleputswa district
- 10.1.3 Thabo Mofutsanyane district
- 10.1.4 Xhariep district
- 10.1.5 Mangaung Metropolitan (Motheo district)

10.2 Events may be subdivided per commodities/services for equal opportunities and attraction of different audiences as follows:

- 10.2.1 Marquee tents, Flooring, Chairs, Ablution systems
- 10.2.2 Stage, Sound, Screens, Generator and Lights
- 10.2.3 Artists
- 10.2.4 Catering
- 10.2.5 Marketing
- 10.2.6 Security

NB: The department reserves rights to group or unbundle the above commodities/services

10.3 The department would like to ensure an equitable work split for all service providers on the panel.

10.4 The department will provide continuous support to the events management company by approving and signing -off on all issues.

10.5 The department shall provide guidance and direction on what is needed and share any relevant information with the company.

10.6 Service Providers on the panel that have already been awarded an event will be eliminated from the next round of invitation of offers in line with the rotation principle.

10.7 Continuous liaison between the Department and the appointed company will occur until the event is completed, and a short debriefing meeting will be convened immediately after the event.

10.8 The service provider is expected to report on risk management issues.

10.9 The service provider must ensure a professional service is delivered to the department and in case of poor performance, the department will engage the service provider on remedial action.

10.10 A post-event report should be submitted within two weeks after the event. It must include, but is not limited to, the number of jobs created during the event, for example, 60% women, 25% youth, 5% people with disabilities, and 10% Historically disadvantaged individuals.



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

11.1 DEPARTMENT OVERSIGHT

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

11.2 OBLIGATIONS OF THE SERVICE PROVIDER

- 11.2.1 The Service Provider shall provide management services in respect of quality and quantity control as well as supervision of the preparations.
- 11.2.2 The Service Provider shall manage and control its staff, in the concerned premises where the function is to be catered for.
- 11.2.3 The Service Provider to deliver the service upon receiving of an official order.
- 11.2.4 The Service Provider shall submit its invoice immediately after the function.
- 11.2.5 Claims for payments shall be submitted on official invoices and be paid within 30 days.

11.3 SERVICE PROVIDER'S TERMS OF REFERENCE

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

11.4 COMPLETION OF TENDER DOCUMENTS

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



15. PROHIBITION OF RESTRICTIVE PRACTICES

15.1 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).

15.2 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.

15.3 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.

16. RIGHTS RESERVED

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

17. PARENT/SUBSIDIARY COMPANY

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

18. TAXES AND DUTIES

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

19. DECLARATION OF INTEREST

The Tender document must include a signed declaration of interest.

20. CONSORTIUMS AND JOINT VENTURES

Consortiums or joint ventures are applicable to this tender and Joint Venture Agreement must be provided.



21. SUBMISSION OF FINANCIAL RECORDS

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

22. ACCEPTANCE OR REJECTION OF A TENDER

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

23. FINANCIAL IMPLICATIONS

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

24. PRICES

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

25. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000

In relation to section 37 (1) (a) (b) and s9 (b) (i) of this Act, the Bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

26. PROTECTION OF PERSONAL INFORMATION ACT, 2013

The successful Service Provider shall abide in the protection of personal information of the Department. Privacy includes the right to protection against unlawful collection, retention, disseminating and use of personal information. The successful bidder shall heed the right of privacy of this Act subject to justifiable limitation that are aimed at protecting other rights and important interest. Bidders agree to comply with the provisions of the POPIA when dealing or exchanging personal information of each other.



27. COST OF BIDDING

27.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will under no circumstances no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

27.2 The bidder will not be entitled to claim for travel and subsistence expenses from the Department. If such expenses are applicable, these charges must be included in the bid price.

28. PRESENTATION

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

29. SUPPLIER DUE DILIGENCE

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

30. LEGITIMACY OF INFORMATION

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

31. NATURE OF SERVICE

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

32. SCOPE OF WORK AND DELIVERABLES

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

32.1 Conceptualisation of the Event

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

32.1.2 Marketing Branding and Communication. This task will include:

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

32.1.2.2 Preparation of detailed activity plans and schedule finalisation of appropriate dates, venue and logistics;

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



32.2 Complete solution to the various aspects of the event

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

32.3 Designing, layout, performance and sitting plans

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

33. LOGISTICAL REQUIREMENTS

Provide logistical arrangements for the Department of Sport, Arts and Culture events. Logistical arrangements may involve the following services and facilities but are not limited to:

- (a) Sound (indoor/outdoor)
- (b) Audio-visual screens.
- (c) Live streaming and virtual connection services
- (d) Staging as per the technical riders.
- (e) Tents/marquees.
- (f) Shaded stages / raised platforms.
- (g) Lecterns.
- (h) Chairs.
- (i) Tables
- (j) Water (bottles or sachets).
- (k) Public Address System (PA system).
- (l) Standby technical assistance.
- (m) Power generator(s).
- (n) Climate control, e.g., heating and cooling.
- (o) Portable chemical toilets.
- (p) Trailer toilets
- (q) Clearing and cleaning of the site (before and after).
- (r) Signage.
- (s) Sufficient number of safe parking.
- (t) Exhibition facilities.
- (u) Catering.
- (v) Site plans/layout.
- (w) Crowd control barriers.

- 33.1 The service provider may expect to provide either all of the above in an event or a selection of the above.
- 33.2 Pictures of all implemented logistics should be submitted to the department representative after the event and department official will do due-diligence and occurrence for all events organized by the department, and
- 33.3 Must ensure the activation of the Joint Operations Centre for all events and provide safety certification for all infrastructure erected for the event.



34. CULTURAL PROGRAMME AT LOCAL, DISTRICT, PROVINCIAL, NATIONAL AND INTERNATIONAL EVENTS

34.1 It will be required of the events management company to appoint an artistic director for some events.

34.2 The artistic director must:

- 34.2.1.1 Develop the cultural program for approval by the Department for the event(s).
- 34.2.1.2 Provide a recommended line up to suit the type of event and to achieve the objectives of the Department of Sport, Arts and Culture.
- 34.2.1.3 Co-ordinate the performance of these artists and groups on the day of the event.
- 34.2.1.4 Be the liaison body between the Department and the artists before and after the event.
- 34.2.1.5 Ensure proper catering arrangements are made for the cultural groups.
- 34.2.1.6 Handle all contracts, bookings, EFT payments and other administrative issues related to the artists performances. It will be required of the service provider to pay cultural groups upfront 50% where applicable and the balance immediately after its performance.
- 34.2.1.7 Ensure the provision of dressing rooms for artists.
- 34.2.1.8 Book rehearsal venues in contact with the department representative.
- 34.2.1.9 Ensure catering is provided.
- 34.2.1.10 Ensure that rehearsals for all cultural groups takes place the day before the event and all participants in the programme should take part in the rehearsals.
- 34.2.1.11 A schedule of rehearsals should be provided to the Department.
- 34.2.1.12 Appoint a stage manager to co-ordinate the performances.
- 34.2.1.13 Profiles and CDs / DVDs of suggested artists should be provided to the Department to allow for an informed decision at all times.
- 34.2.1.14 The appointed company should be able to accommodate suggested changes to the line- up at all times
- 34.2.1.15 Provide all technical requirements for cultural groups as per their technical riders in all cases.
- 34.2.1.16 Be able to put together a Film Festival, Theatre production, Dance festival, Visual arts exhibition, Craft exhibition, and any other exhibition on behalf of department when required.
- 34.2.1.17 Ensure appropriate stipends, and catering arrangements are made for the participating creatives (crafters, designers, visual artists).
- 32.2.1.18 Handle all contracts, bookings, EFT payments and other administrative issues related to the creative participants. It will be required of the service provider to pay creative participants upfront 50% of agreed upon participation fee where applicable and the balance immediately after the event.
- 32.2.1.19 Ensure that all required material and equipment are in place for the building of the exhibition, e.g., exhibition displays, easels, mannequins, etc.
- 32.2.1.20 Appoint a curator and/or exhibition designer to install the exhibition.
- 32.2.1.21 Appoint assistants and other casual personnel to assist build up and break down the exhibition.
- 32.2.1.22 Assist with the sourcing of product for exhibition – purchase and/or hire
- 32.2.1.23 Arrange packaging (e.g., boxing and crating), and actual packing of exhibition product for freighting.
- 32.2.1.24 Arrange for the freighting and insurance of exhibition product.
- 32.2.1.25 Take charge of all the necessary liaison with regard to the festival and exhibition and the chosen production.



- 32.2.1.26 Provide a list of proposed productions with synopses to department for approval within the specified period and often at short notice. Screening and rehearsals of the productions are regarded as an integral part thereof.
- 32.2.1.27 Manage the programming for the event.
- 32.2.1.28 Source, book, liaise and pay for venues where the festival and exhibition will be held.
- 32.2.1.29 The involvement of external representatives may happen. However, departmental representative is still the central point of contact.
- 32.2.1.30 The Department will give approval of the final line-up to ensure that it is relevant and consistent to the theme of the event.
- 32.2.1.31 Royalty costs should be included at all times for any cultural performance, sound and stage costs.
- 32.2.1.32 A figure of approximately 10% should be budgeted from the cultural performance fees only and transferred to the relevant organization that handles music rights on behalf of the Department.
- 32.2.1.33 Proof of payment should be provided to the department to support the payment

35. CATERING

35.1 Invited Guests (VIP)

Service Provider must:

- 35.1.1 Organise and provide catering for invited guests at events. Catering will either consist of a buffet meal, a formal sit down with a plated meal or a cocktail menu.
- 35.1.2 Take responsibility for co-ordinating the catering for invited guests; performing groups and local community guests at events of the Department where the services are required.
- 35.1.3 The service provider must take cognizance of all food safety requirements as per the legislation from Department of Health and submit the health certificate (catering) as when required.

35.2 Community /Public catering:

- 35.2.1 Organise and provide catering in the form of food packs for all working staff, members of the public and media representatives on the days of events. It will either consist of food packs or a separate buffet area where a meal can be served.
- 35.2.2 The service provider may be required to provide catering on days leading up to the event including rehearsals.
- 35.2.3 The service provider will be required to provide for public catering.
- 35.2.4 The food packs and public catering should be distributed at the venue where the event will take place.
- 35.2.5 Proper plans should be in place for this purpose.
- 35.2.6 Under certain circumstances it may be required of the service provider to make use of fast-food outlets
- 35.2.7 The service provider must take cognizance of all food safety requirements as per the legislation from Department of Health and submit the health certificate (catering)
- 35.2.8 The service provider should as much as possible cater for all dietary requirements.



36. REFRESHMENT SERVICES DURING CATERING:

- 36.1 The service provider must organise bottled water or other soft drinks for invited guests in the invited guests seating area during all the events.
- 36.2 Organise and provide bottled water and cool drinks for invited guests during all meals at all events. This service may also be extended to members of the public attending an event of the Department.
- 36.3 The service provider should ensure that a proper refreshments service is made available to the Department at each event.

37. Catering equipment:

- 37.1 The service provider should provide catering equipment for venues where kitchen facilities are not available.
- 37.2 The service provider must ensure that the electrical equipment is in full working condition and
- 37.3 The service provider must be able to provide back-up in the form of generators when necessary

38. Branding at Local, District, National and International Events

- 38.1.1 The service provider may be required to source and produce conventional event branding items such as: Speaker scrims, backdrops, banners, directional signage, banners.
- 38.1.2 The service provider may be required to provide assistance with putting up branding at Departmental events, whether it is Provincial or Nationally as per the event organizer discretion.
- 38.1.3 Provide for electronic accreditation, branding and marketing material when required to do so.

39. Liaison

- 39.1 Make contact with all stakeholders that may be involved in the events of the Department and the delegated official (s) in making sure that the event is managed in accordance with sound events management standards.
- 39.2 Liaison with all the service providers on site on the days of the event.
- 39.3 Ensure that the department representative is constantly informed of planning and that there is close co-operation with the delegated official(s) on days of the events.
- 39.4 Presentations on progress should be made by the Events Management company when called to do so.
- 39.5 One point of entry into the department will be applied. Approvals and direction is only given by the department representative only.
- 39.6 Liaison is therefore only between the service provider and the delegated department representative(s) and
- 39.7 Presentations on progress should be made by the Events Management company when called to do so.

40. PHOTOGRAPHER AND VIDEOGRAPHER AT LOCAL, DISTRICT, NATIONAL AND INTERNATIONAL EVENTS

- 40.1 The service provider may be required to provide a photographer and a videographer at departmental events, whether it is provincial or nationally as per the department official's prerogative.
- 40.2 It may be required of the photographer and videographer to be present at the event being organized on behalf of the department.
- 40.3 The branding will be placed according to a branding plan provided by the department and will be in line with the Marketing and PR plan for the event.



41. INTERPRETERS, INTERPRETING EQUIPMENT, TRANSCRIPTION, TRANSLATION AND RAPORTEURS

- 41.1 The service provider will be expected to ensure that consecutive and simultaneous interpreting is available at any department-organized event or where the need arises.
- 41.2 The service of rapporteurs and note-taking may be required from companies for specific conferences and workshops.
- 41.3 The service provider shall source the provision of all necessary equipment, such as microphones, booths, headsets, etc., for interpreting in multiple venues.
- 41.4 The service provider will ensure that the equipment provided is appropriate and technologically advanced and must provide a picture or proof thereof at the time of quotation.
- 41.5 Two interpreters per language should be provided at all times.
- 41.6 Sign Language Interpreters are also required.
- 41.7 Only Accredited interpreters should be used at all times.
- 41.8 Proof of accreditation to a professional body should be provided before the appointment.
- 41.9 The service provider may be required to translate certain documents for department events or where the need arises, such as Conference Programmes.

42. SECURITY

- 42.1 Arrange for and organize a private security company to secure and control event site(s) before, during and after the events when required.
- 42.2 Appoint a safety officer at the appropriate level to activate the Joint Operations Centre (JOC) and liaise with all security stakeholders at all events, e.g., State Security Services (SSA), the South African Police Services (SAPS), VIP Protection Unit, Public Order Police Services (POPS) units, Traffic Police, Emergency Medical Services (EMS), Ambulance Services and Fire Departments
- 42.3 Ensure that security plans are drafted and submitted to the department representative on time.
- 42.4 Implement the marshalling component of the event, which will include recruiting credible marshals, briefing, training, and liaising with them at the event, and paying them immediately in cash after the event.
- 42.5 Application for the safety at Sports and recreation Events Act (SASREA).

43. INVITATIONS, ACCREDITATION, AND RSVPS

- 43.1 Take responsibility for the Invitation of guests, compiling of RSVP lists, accreditation of guests, ushering and seating of invited guests at all events. In most cases, the Events Management Company may only work with the department representatives.
- 43.2 It will be required of the service provider to exercise strict control over the invitations, RSVP and accreditation process.
- 43.3 The service provider may be required to manage the invitations, RSVP and accreditation of guests with a live and online process.
- 43.4 Assist the Department in all aspects of protocol for all events of the Department.
- 43.5 Facilitate accreditation of artists where required.

44. PROMOTIONAL ITEMS

- 44.1 The service provider may be required to provide for the design and production of a wide range of promotional items. Promotional items should have a sport, arts and culture look and feel. The logo of the Department should at all times appear on promotional items.
- 44.2 All material must be delivered to the venue where the promotional items are required, within the specified time, before the event.
- 44.3 All unused material will remain the property of the department and must be returned to the department.
- 44.4 The logo of the department may only be used for the sanctioned events or promotional items and for no other purposes.



45. Décor and Flower Arrangements

45.1The service provider should ensure that all events are properly decorated with décor and flower arrangements.

45.2The department Corporate Identity manual will provide guidance on the décor application for the event.

46. Management and Monitoring

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

47. Any other related services

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

48. Project Duration

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

49. SITE VISIT / DUE DILIGENCE

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



50. EVALUATION PROCEDURES AND BASIS OF SELECTION

50.1 EVALUATION PROCEDURES - METHODOLOGY

The evaluation of bids will be divided into two (2) phases:

PHASE 1: Pre-qualification check

The pre-qualification check requires verification of compliance with:

- (a) requirements as described in the bid document;
- (b) Mandatory documentation – whether all required documentation and/or certification have been included.

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

PHASE 2: Evaluation of proposals based on *Functionality* criteria:

This phase of the evaluation is conducted in two (2) stages. First, **functionality** will be assessed, and no bid will be considered further unless the minimum 70% qualifying score/percentage for functionality has been achieved, and all service provider score 70% and above will be expected to do presentation as a final stage for inclusion in the panel.

PHASE 3: Evaluation of Price and Specific goals

Department of Sport, Arts, and Culture will source quotations for event management services from the service provider who passes phase two (2), considered and approved to be on the list of panel.

Quotations will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate an 80/20 preference point system is applicable up to a rand value of R50 million (all applicable taxes included).

90/10 preference point system is applicable to all quotations above R50 million

Phase 3 will also consist of the *calculation of points for the Specific goals*, where 20 points will be awarded to a bidder for attaining the goals set. The points will be awarded as per the table below:

Specific Goals ranges

| | |
|----------------------|---------------------------------|
| Ownership Percentage | Points to be scored |
| 0%-50% | : Zero points |
| 51%-59% | : 1 point |
| 60%-75% | : 2 points |
| 76%-99% | : 3 points |
| 100% | : full points (Woman and Youth) |

| SPECIFIC GOALS | Number of Points |
|--|------------------|
| FREE STATE-BASED COMPANY | 10 |
| WOMEN (ranges will apply as per PPR 2022) | 4 |
| YOUTH (ranges will apply as per PPR 2022) | 4 |
| HDI (Historical Disadvantaged Individuals) Black owned | 2 |



50.2 THE FOLLOWING EVALUATION METHOD WILL BE USED;

- 50.2.1 After the closing date of the bid invitation, appointed evaluation committee members of the Department and possibly other external experts (when necessary) will evaluate the bidders' bid.
- 50.2.2 The committee will individually or group engagement evaluate each bid proposal received against the appointed criteria as provided for in the Preferential Procurement Policy Framework Act of 2000 (As amended).

50.3 PROSPECTIVE BIDDERS MUST NOTE THE FOLLOWING:

- 50.3.1 The department may request additional information, clarification or verification in respect of any information contained in or omitted from the proposal. This information will be requested in writing;
- 50.3.2 The department may conduct a due diligence on any Service provider, which may include interviewing customer references or other activities to verify a Service provider's information and capabilities (Including visiting the Service provider's various premises and/or sites to verify certain stated information and in this instance the Service) provider will be obliged to provide department with all necessary access and assistance;
- 50.3.3 The department may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal;
- 50.3.4 Department will evaluate the Proposals with reference set and approved evaluation criteria guided by the procurement policy as indicated.
- 50.3.5 Department reserves the right to appoint a specialist/consultant to assist in performing such evaluations.
- 50.3.6 Service Provider(s) will be expected to do presentation as a final stage for inclusion in the panel and inclusion of service provider into the panel does not guarantee project allocation



50.4 EVALUATION PROCESS

PHASE 2: FUNCTIONALITY AND SPECIFIC GOALS ASSESSMENT:

Stage 1: Functionality

- In Stage 1, the Service provider will be assessed on the basis of experience in a similar environment, financial stability, operational capacity, and quality management standards.
- Only Service providers scoring **70%** and more will be considered for the Price in the next phase and Specific goals criteria calculation

| | Functionality Criteria | Evidence(Supporting Documents to substantiate points claimed) | Weights |
|---|--|--|----------------------------|
| 1 | <p>COMPANY EXPERIENCE: Provide Appointment Letters or Purchase Orders as well as contactable client Reference Letters for the same Appointment Letters or Purchase Orders.</p> <p>All above documents must:</p> <ul style="list-style-type: none"> • Be on the referees' letterhead • Related to Event Management Services which your company implemented • Be for the past three (3) years of service rendered (2023-2025) • Have contact details and • Be signed <p>NB: Reference check will be conducted for the submitted documents.</p> | <ul style="list-style-type: none"> • Appointment Letters or Purchase Order. • Reference Letter of the same project | |
| | <p>A) Appointment Letters or Purchase Orders and Reference Letters provided to the value above R250 000 to R 1 000 000 (per project/event).</p> <ul style="list-style-type: none"> • Five (5) Appointment Letters or Purchase Orders and Reference Letters provided to the value above R250 000 to R 1 000 000 = 30 Points • Four (4) Appointment Letters or Purchase Orders and Reference Letters provided to the value of above R250 000 to R 1 000 000 = 25 Points • Three (3) Appointment Letters or Purchase Orders and Reference Letters provided to the value of above R250 000 to R 1 000 000. = 20 Points • Two (2) Appointment Letters or Purchase Orders and Reference Letters provided to the value of above R250 000 to R 1 000 000. = 15 Points • One (1) Appointment Letter or Purchase Order and Reference Letter provided to the value of above R250 000 to R 1 000 000. = 10 Points. • Non-Submission = Zero (0) | | MAXIMUM POINTS = 30 |



| | | | |
|----------|--|---|----------------------------|
| | <p>B) Appointment Letters or Purchase Orders and Reference Letters provided to the value above R 1 000 000 (per project/event).</p> <ul style="list-style-type: none"> • Two (2) Appointment Letters or Purchase Orders and Reference Letters provided to the value of above R 1 000 000 = 30 Points • One (1) Appointment Letters or Purchase Orders and Reference Letters provided to the value of above R 1 000 000 = 15 Points • Non-Submission = Zero (0) <p>NB: Bidders are permitted to submit in any of the above or both categories (category A and B) with substantiating documents as required</p> | | |
| 2 | <p>COMPANY PROFILE Illustrating the Following:</p> <ul style="list-style-type: none"> • Company History (2 Points) • Organisational Structure (2 Points) • Operating office (2 Points) • Equipment. (2 Points) • Vehicle/s (2 Point) | Evidence should be attached | MAXIMUM POINTS = 10 |
| 3 | <p>EXPERTISE: Project Manager Level of experience (provide track record and qualifications in Event Management Services (Project Management, Marketing and Communication, Financial Management, Events Administration and operations) Minimum NQF level 6 and above</p> | <ul style="list-style-type: none"> • Curriculum Vitae • Certified Copies of Qualification Certificates. | MAXIMUM POINTS = 30 |
| | More than 10 years of experience = 30 Points | | |
| | Between 5 to 10 years of experience = 20 Points | | |
| | Below 5 years of experience = 10 Points | | |
| | DETAILED METHODOLOGY: | | MAXIMUM POINTS = 30 |
| | Event Management Project Plan (minimum of 5 pages) -Objective -Timelines Budget and Resources -Venue and Logistics - Vendor and stakeholder Management -Risk Management Plan | 15 | |
| | Security Plan (Minimum of 2 pages) | 5 | |
| | Catering Plan (Minimum of 2 pages) | 5 | |
| | Marketing and Communication eg.Social Media Management Expertise and Content Creation Expertise Plan (Minimum of 2 pages) | 5 | |
| | | | |
| | TOTAL POINTS FOR FUNCTIONALITY | | 100 |



50.5 EVALUATION CRITERIA

- Total score is **100 points**
- If any item is not applicable to your company, indicate with "N/A". No blank box is allowed
- All Bidders are expected to score at least **70 Points** at this stage.
- Points achieved at this shall not be carried to the next stage
- Those who will score 70% and above will be expected to do presentation as a final stage for inclusion in the panel and inclusion of service provider into the panel does not guarantee project allocation

51. TECHNICAL CHARACTERISTICS

- Minimum score required to succeed to the next level is **70 Points**.
- Suppliers achieving points below the set **70 Points** shall be disqualified from further assessment.

52. LOBBYING AND CANVASSING

No lobbying and canvassing by tenderers in any form to staff member of the DSACR, for the purposes of influencing the evaluation process and awarding of the tender, will automatically disqualify the tenderer from the evaluation process and subsequent consideration.

53. EVALUATION PROCESS AND CRITERIA

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



INVITATION TO BID

| | | | | | |
|---|---|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SPORT, ARTS, CULTURE AND RECREATION) | | | | | |
| BID NUMBER: | SACREMS2026/27 | CLOSING DATE: | 26 JUNE 2026 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS TO BE ON PANEL OF THE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION FOR A PERIOD OF THIRTY - SIX (36) MONTHS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| ZANA BUILDING | | | | | |
| 34 CORNER HILL AND HENRY STREET | | | | | |
| BLOEMFONTEIN | | | | | |
| 9300 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr MASISI | | CONTACT PERSON | Mr RAMABULANA | |
| TELEPHONE NUMBER | 066 474 7494 | | TELEPHONE NUMBER | 083 707 0210 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | masisi@sacr.fs.gov.za | | E-MAIL ADDRESS | ramabulana.ta@sacr.fs.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NO | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |



**PART B
TERMS AND CONDITIONS FOR BIDDING**

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p> |

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

SIGNATURE OF BIDDER:

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

DATE:



PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

| | |
|---------------------------|--|
| Name of bidder..... | Bid number..... |
| Closing Time <u>11:00</u> | Closing date: <u>26 JUNE 2026</u> |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
| 1 | _____ | _____ | R: <u>AS AND WHEN IS REQUESTED</u> |

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
 *Delete if not applicable



3. EVALUATION PROCESS

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

Phase 1: Administrative Compliance

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

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



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, 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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |

22. Do

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

22.1 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**

53.1.1 If so, furnish particulars:.....

.....

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



54. 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 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

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.



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

90/10 or

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

3.2.1. **POINTS AWARDED FOR PRICE**

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

90/10 or

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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

NB: RANGES WILL APPLY FOR WOMEN AND YOUTH AS PER PAGE 20 PARAGRAPH 50 (Ownership percentages)

| The specific goals allocated points in terms of this tender (Specific goals 20 points) | Number of points allocated(80/20system)(To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|---|
| Free State based company | 10 | |
| Women Owned: (Ranges will apply) | 4 | |
| Youth : (Ranges will apply) | 4 | |
| Historical Disadvantaged Individuals -BLACK OWNED | 2 | |



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[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: | |



GENERAL CONDITIONS OF CONTRACT

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 obligation.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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



1.22“Republic” means the Republic of South Africa.

1.23“SCC” means the Special Conditions of Contract.

1.24“Services” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:



- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

- 10.1 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 fulfilment 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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



23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 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;
 - if the Supplier fails to perform any other obligation(s) under the contract; or
 - 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:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

54.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to

32.3 the purchaser.

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

32.5 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.

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of restrictive practices

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