

INVITATION TO BID

(NCP 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SPORT, ARTS AND CULTURE				
BID NUMBER:	DSAC-006-2022	CLOSING DATE:	09 DECEMBER 2022	CLOSING TIME: 11:00 AM
DESCRIPTION	APPOINTMENT OF FOUR (4) EVENTS MANAGEMENT COMPANY'S TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING OF DEPARTMENTAL EVENTS FOR A PERIOD OF THREE (3) YEARS.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT THE DEPARTMENT				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT THE MAIN RECEPTION AREA:				
DEPARTMENT OF SPORT, ARTS AND CULTURE				
MERVIN J ERLANK SPORT PRECINCT (MJESP) BUILDING				
24 – 28 CHURCH STREET				
FLORIANVILLE				
KIMBERLEY				
8301				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX CLEARANCE CERTIFICATE AND SARS TAX STATUS PIN LETTER (GOOD STANDING) BEEN SUBMITTED				<input type="checkbox"/> Yes <input type="checkbox"/> No
CSD SUPPLIER NUMBER: MAAA.....				
HAS AN ORIGINALLY CERTIFIED COPY OF THE BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED?				<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
NAME:				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT OF SPORT, ARTS AND CULTURE		CONTACT PERSON	Mr. Heinrich Nieuwenhuizen
CONTACT PERSON	Mr. F Clark	TELEPHONE NUMBER	082 605 4028
TELEPHONE NUMBER	066 288 7395	E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za
E-MAIL ADDRESS	fclark@ncpg.gov.za		

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 AND MUST NOT TO BE RE-TYPED, FAXED OR SCANNED DOCUMENT TO SCM OFFICIALS WILL NOT BE CONSIDERED.</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

**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 11:00	Closing date.....

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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



**NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND
CULTURE**

BID NUMBER: DSAC-006-2022

**CONDITIONS AND UNDERTAKINGS BY
BIDDER**

**APPOINTMENT OF FOUR (4) EVENTS
MANAGEMENT COMPANY'S TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING RELATED
DEPARTMENTAL EVENTS FOR 3 YEARS.**

NOVEMBER 2022

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Proprietary Information

DEPARTMENT OF SPORT, ARTS AND CULTURE considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DEPARTMENT OF SPORT, ARTS AND CULTURE. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DEPARTMENT OF SPORT, ARTS AND CULTURE.

2. You are hereby invited to bid for hosting of commemorative events to the DEPARTMENT OF SPORT, ARTS AND CULTURE.

3. Vendors should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DEPARTMENT OF SPORT, ARTS AND CULTURE in regard to anything arising from the fact that pages are missing or duplicated.

4. Validity Period

Responses to this bid must be valid for a period of **90 days** counted from the closing date of the bid.

5. Submission of bids

5.1 **Bids should be submitted** with clear reference to each document attached and all bound in a sealed envelope endorsed, **“BID NO.DSAC-006-2022 “APPOINTMENT OF FOUR (4) EVENTS MANAGEMENT COMPANY’S TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING OF RELATED DEPARTMENTAL EVENTS FOR A PERIOD OF THREE (3) YEARS”**. **The sealed envelope must be placed in the Bid Box at the Main Reception Area of the Mervin J Erlank Sport Precinct Building (MJESP) at 24-28 Church Road, Florianville, Kimberley, 8301 by no later than 11h00 on Friday, 09 December 2022.** The closing date,

company name and the return address must also be endorsed on the envelope.

5.2 If a courier service company is being used for delivery of the bid document, **the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.**

5.3 The bidder will carry the risk to ensure that his/her bid document is submitted in the tender box of the Department of Sport, Arts and Culture if services of the South African Post Office are used.

5.4 All bids must be submitted on the official forms provided and **MUST NOT BE RE-TYPED.**

5.5 No bid received by email or facsimile or similar medium will be considered.

5.6 Where a bid document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids will not be considered.** Bidders are encouraged to ensure that bids are delivered timeously to the correct address. The bid box is generally open 24 hours a day, 7 days a week.

5.7 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document.

5.8 An Exempted Micro Enterprise (EME) is required to submit an original certified sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by Regulation 6 and 7 of the Preferential Procurement Regulations 2017.

5.9 The Department of Sport, Arts and Culture reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal. The Department reserves the right to:

5.9.1 Award contract or any part thereof to one or more service providers;

5.9.2 Reject all bids;

5.9.3 Not to accept the lowest bid or any bid in part or in whole;

5.9.4 Consider any bids that may not form conform to any aspect of the bidding requirements;

5.9.5 Decline to consider any bids that do not conform to any aspect of the bidding requirements;

5.9.6 Request further information from any service provider after closing date;

5.9.7 Cancel this bid or any part thereof at any time.

5.10 “SARS “TAX CLEARANCE STATUS PIN” to validate the bidder's tax matters must be included in the bid document. Failure to do so might invalidate your bid. Bidders must ensure compliance with their Tax Obligations. The Department is unable to award a bid/contract to a company whose tax affairs are not in order as determined by the South African Revenue Services (SARS). A contract will not be awarded to a bidder that cannot provide proof that their tax matters are in order at the time of the award of the bid. The Department will inform bidders at various stages during the bid evaluation process if their tax compliance status has changed. Bidders are advised to ensure that they are tax compliant before an award is considered.

5.11 All communication (SCM & Technical Enquiries) between the bidder and the Department must be done in writing.

5.12 Any corrections on the bid document made by the bidder must be initialled.

- 5.13 Use of correcting fluid is prohibited.
- 5.14 The bid will be opened in public as soon as practicable after the closing time. No prices will be announced.
- 5.15 The bid document must be completed in ink. Non adherence to this condition will invalidate the bid.
- 5.16 The bid document should be submitted on the official bid document as advertised. Suppliers are advised to print out the whole document and complete it in pen. The document must be submitted in its' entirety, i.e. as a whole without any changes being affected. The supplier should not change the Departmental Format of the bid document. If any other forms are used that do not form part of the bid document, DSAC may disqualify the bid of the supplier.
- 5.17 All parties agree that they will comply with **POPI Regulations** and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.
- 5.18 Bidders must ensure to comply with the latest **Cost Containment Measures, PFMA SCM Instruction No. 07 of 2022/2023** issued by National Treasury related to Travel and Subsistence when submitting their bid.
- 5.19 The Department of Sport, Arts and Culture reserves the right to negotiate standard prices with the preferred bidders for the term of the contract.

5.20 The Department of Sport, Arts and Culture do not make any prepayments for any goods, services and works.

5.21 The Department of Sport, Arts and Culture reserves the right to rotate the preferred bidders per event.

5.22 SUB-CONTRACTING

5.22.1 Sub-contracting of is an essential part of this bid and will be clearly indicated as part of the service level agreement.

5.22.2 Should the appointed company use the services of any sub-contractors, the information must be supplied on the bidding document / be indicated on the NCP 6.1 form.

5.22.3 Please take note of the following Preferential Procurement Regulations, 2017 in terms of sub-contracting:

- ✓ **A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended subcontractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.**
- ✓ **A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.**

- ✓ **Changing of sub-contractors after award of the bid must be pre-approved by the Department. The new sub-contractor must be assessed against the same quality standards as used during the bidding process by the Department.**

5.23 Bid – Compliance Evaluation. The bidder must submit the following returnable documents for pre-qualification:

Stage 1: Compliance Evaluation

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
Non Compulsory Virtual Briefing Sessions	NO	Non Compulsory virtual briefing sessions will be held on Monday, 28 November 2022 on the following two (2) time slots: Time: 13:00PM to 14:30PM Time: 14:30PM to 16:00PM (Bidders should ensure that they request the link for the meeting well in advance in order to log in at least 30 minutes before the meeting to allow sufficient time for any network/load shedding challenges, preferable one (1) day before the non compulsory virtual briefing session.	
Invitation to bid – NCP 1	YES	Complete and sign the supplied pro forma document.	
NCP 3.1 Pricing Schedule Firm prices (purchases)	YES	Complete and sign the supplied pro forma document.	
SBD 4 – Bidders Disclosure	YES	Complete and sign the supplied pro forma document.	
Preference Points Claim Form in terms of Preferential Procurement Regulations 2017 – NCP 6.1	NO	Non submission will lead to a zero (0) score on BBBEE.	
Joint venture bidders must	YES	Joint venture bidders must individually complete:	

individually complete SBD 4 – Bidders Disclosure		i. SBD 4.	
Signed joint venture agreement by bidders stipulating the work split and rand value.	YES	Signed joint venture agreement by both parties.	
Resolution of the board of directors for the establishment of the Joint Venture.	YES	Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties.	
Originally Certified BBBEE OR Certified/Originally Certified Sworn Affidavit	NO	Non submission will lead to a zero (0) score on BBBEE during the evaluation process.	
Originally Certified BBBEE Certificate/Originally Certified Sworn Affidavit (Consolidated certificate/sworn affidavit)	NO	Non submission will lead to a zero (0) score on BBBEE during the evaluation process.	
Registration on the Central Supplier Database (CSD).	NO	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. If not registered you cannot be appointed. Visit https://secure.csd.gov.za/ to obtain your supplier number (MAAA...). Submit proof of registration.	
Good standing on tax affairs	YES	<ol style="list-style-type: none"> I. SARS Tax Clearance Pin to validate the bidder's tax matters must be included in the request for bid II. Proof of registration on the Central Supplier Database (Most recent CSD Report). III. Supplier Number (MAAA...) as per your CSD Report. IV. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. <p>(NB!!) THE BIDDER MUST BE IN GOOD STANDING WITH SARS IN RESPECT OF ANY RELEVANT</p>	

		LEGISLATIVE TAX COMMITMENTS.	
Company experience and proven track record in successfully completing projects of a similar scope, deliverables and complexity. Reference letters from clients must clearly reflect the number of years the service provider delivered services, the approximate value of goods and or services, how would the client rate the performance of the supplier (Excellent, good/average/poor), and if the client will recommend this supplier to anyone without any reservations.	NO	Non submission will lead to lower scores during functionality.	
Financial Capacity	NO	Non submission will lead to lower scores during functionality.	
Profiles of project team/Human Resources	NO	Non submission will lead to lower scores during functionality.	
Contracts/signed service level agreements with Institutions including close up reports that supports the past performance of the service provider and provides proof for the provision of events management services (Current and Previous Contracts).	NO	Non submission will lead to lower scores during functionality.	
General conditions of contract	NO	Bidder to familiarised themselves with the content of this document as it entails very important information.	

6. Kindly note that the DEPARTMENT OF SPORT, ARTS AND CULTURE is entitled to amend any request for bid conditions before the closing date.

7. Requests for bids are evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000 as well as the Preferential Procurement Regulations, 2017.
8. The bidder hereby offer to render all or any of the goods and or services described in the attached documents to the DEPARTMENT OF SPORT, ARTS AND CULTURE on the terms and conditions and in accordance with the specifications stipulated in this request for bid document.
9. Bids submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified, be submitted with the Request for bids.
10. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DEPARTMENT OF SPORT, ARTS AND CULTURE during the validity period indicated and calculated from the closing hour and date of the requests for bids.
11. This bid and its acceptance shall be subject to the terms and conditions contained in this request for bids document.
12. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

13. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
14. **Legal Implications** – The successful service provider/s must be prepared to enter into a service level agreement with the Department of Sport, Arts and Culture.
15. **Counter conditions** – Bidders attention is drawn to the fact that amendments to any of the special conditions by bidders will result in invalidation of such bid.
16. **Prohibition of Restrictive Practices** – In terms of Section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerned 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 is/are or a contractor/s was/were involved in:
 - 16.1 Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - 16.2 Dividing markets by allocating customers, suppliers, territories or specific types of goods and services; or
 - 16.3 Collusive bidding (Request for proposal).
17. If bidders or contractor(s), in the judgment of the purchaser, has/have been engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

18. **Fronting** – The Department of Sport, Arts and Culture supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Sport, Arts and Culture condemns any form of fronting.
- 18.1 The Department of Sport, Arts and Culture in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to be determine the accuracy of the representation made in request of the bid documents.
- 18.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
- 18.3 Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Sport, Arts and Culture may have against the bidder/contractor concerned.
19. **Obtaining of bid document**
- ✓ Bid document will be advertised on the **Department of Sport, Arts and Culture's Website**: dsac.ncpg.gov.za/index.php/tenders
 - ✓ **National Treasury E-Portal**: <https://www.etenders.gov.za>



**NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND
CULTURE**

BID NUMBER: DSAC-006-2022

BID DOCUMENTATION

**APPOINTMENT OF FOUR (4) EVENTS
MANAGEMENT COMPANY'S TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING RELATED
DEPARTMENTAL EVENTS FOR 3 YEARS.**

NOVEMBER 2022

20. Description of Goods and Services

The Department of Sport, Arts and Culture has a provincial mandate to organize the commemoration and celebration of National and Historic days and hosting of other related events in the Province of the Northern Cape. The Department seeks to engage experienced and reputable events management companies to organize the above mentioned events for a period of 3 years. **The hosting of other related events will be the sole discretion of the Department. Other related events must be cost effective for the Department for the event to be performed by the Events Management Company.**

21. Profile of Targeted Service Providers

The profile of the ideal service provider the Department seeks to appoint in this process must be:

- **Demonstrated Experience:** The Company must have a track record of managing events of between 3000-5000 people and be able to demonstrate it has successfully managed at least **five (5) similar size events** over the last **three years**, with the ideal supplier having successfully managed more than **eight (8) similar size events** in the last **five years**.
- **Financial Capacity:** The Company must have the financial resources to carry the cost of an entire event and pay subcontractors within 10 working days. This implies that companies must prove that they have adequate financial resources to service the Department. This proof may be in the form of **annual financial statements**, not older than 12 months which clearly indicates that the bidder has cash or cash equivalents of at least **R1.0 million** or alternately the bidder must have committed financial backing from a **registered financial institution to a minimum value of R750 000 thousand**. **Six (6) months bank statements must be provided and submitted with the bid.**

- **Human Resources:** The ideal service provider must be able to demonstrate it has a fulltime organizational team where management, administration and project management functions are clearly segregated with clear succession planning structures in place to ensure a team of skilled people available to serve the department at all times. The department reserves the right to conduct an *in loco* inspection on the premises of bidders for assurance purposes. The service provider must also demonstrate that its project management team is up to date with the latest government procurement reforms and practices and that its procurement policy is in line with public sector standards.

18. Services Required

The successful bidder shall organize and manage departmental events with respect to the following key performance areas:

18.1	Event Planning and Management
18.1.1	Liaise with the Departmental Program Manager or the delegated Project Manager for the event to plan the overall management of the event and ensure the successful execution thereof.
18.1.2	Establish a list of subcontractors in and around the area (Municipal area) of the event based on the following subcategories: <ul style="list-style-type: none"> - Site Infrastructure (See para 19.1) - Audio Visual, Sound Equipment & Power Services (See para 19.2) - Stage Construction (See para 19.3) - Catering (See para 19.4) - Performance /Entertainment / Exhibitions (See para 19.5) - Transport (See para 19.6) - Security (See para 19.7) - Cleaning of site (See para 19.8)
18.1.3	Establish a list of subcontractors outside the area of the event, if there is less than 3 local suppliers per subcategory.
18.1.4	The successful bidder must adhere to any budget limitations set by the department as well as predetermined benchmark prices. All subcontractors must be registered on the Central Supplier Database (CSD) but in cases where this cannot be achieved, the Department must be approached to approve deviation from this requirement. No subcontractor may be appointed that has, as part of its ownership structures, a government employee. All restricted suppliers on the database of national treasury are prohibited from participating in any way in this bid.
18.1.5	Prepare a project plan (Including site layout drawings, staff requirements, security plans and disaster management plans) with a complete project

	estimate for the event; add a fixed events management fee to the cost estimate in line with the rates quoted in this tender.
18.1.6	Once the Department has signed off on the final cost estimates and project plans, engage all subcontractors with a service level agreement that allows a performance review of suppliers and the Imposing of penalties up to 10% on subcontractors. In the event where the events manager in source an element (provide the service themselves) penalties will be 20% for poor performance. Failure to comply with the terms of subcontracts and manage performance of subcontractors will result in the events manager paying a penalty of up to 10% of its own fee, without prejudicing the right of the Department to terminate the agreement.
18.1.7	Manage the event in a professional manner with a dedicated on site management team in attendance, the names and CV's of these employees must be provided to support the proposal to the department.
18.1.8	Establish a registration table for invited guest and VIP's capture names of registered guests and provide them with name tags. Report attendances as part of event debrief report.
18.1.9	Pay sub-contractors within 15 working days after the event regardless of whether the department has settled its invoice or not.
18.1.10	Conduct a performance review on all subcontractors and provide the Department with a complete report in this regard in a post event debrief session
18.1.11	The events manager will be responsible for arranging all necessary certificates related to the event including public liability insurance of at least R5, 000,000 per event covering the site from the point where construction is set up to vacating the site.
18.1.12	The events manager may bill any cost incurred for an event at the point it is incurred, but may not add any margins or management fees to such amounts and it must be supported by the original quotes provided with the event plan. The event manager may only bill its management fee once all cost for the event has been billed and settled with Subcontractors, after which their fee will be payable within 30 days after receiving the invoice.
18.1.13	The department also reserves the right to extend this contract to any other department that requires similar services on condition that the rates and requirements per event do not differ materially from these specification/terms of reference that formed part of this bid.
18.1.14	The management fee offered will be adjusted every 12 months after awarding the contract in line with the South African consumer price index (CPI), as released by Statistics South Africa but not exceeding 6% per annum. The transport costs will be paid to the successful bidder based on the government transport rates as published on a monthly basis by the National Treasury. All transport related costs must form part of the project plan for each event and cannot be claimed without prior approval.
18.1.15	Although this tender is designed to focus on mass events, the service must also be scalable for smaller events. For this purpose the supplier must provide additional management fees for smaller events as follows, (with the assumed likelihood of these events indicated next to the scale for the purposes of calculating a single bottom line price): <ul style="list-style-type: none"> - 3000-5000 = likelihood 20% - 2000-3000 – likelihood 60% - 1000-2000 = likelihood 5%

	<ul style="list-style-type: none"> - 500-1000 = likelihood 10% - 100-500 = likelihood 3% - 0-100 = likelihood 2%
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19. Event Scale and Subcontractor Tasks

The below information must not be casted into the bid proposal, but rather serve as an indication of the scale of a typical event of 3 000 people for the calculation of the event management fee.

19.1	Site Infrastructure
19.1.1	Tents / Marquees
	<p>Provide tents for all the services in accordance with the following specifications (Or equivalent in Square meters):</p> <ul style="list-style-type: none"> - Aluminum framed tent with a dimension of 10m x 25m (to accommodate +-3000 people) - Exhibition Tent: 40m x 30m - 2 tents to serve as dressing rooms behind the stage 15m x 30m each - In the dressing rooms there must be 2 full length mirrors and 2 trestle tables. - All tents must be provided with ground cover nets or canvases subject to terrain conditions
19.1.2	Chairs
	<p>Provide 3 000 plastic chairs (Or equivalent) as specified below:</p> <ul style="list-style-type: none"> - 2 500 for the audience/attendees - 500 plastic chairs decorated with approved chair covers - Ensure that all the chairs are neat and cleaned for the event
19.1.3	Tables
	<p>Provide:</p> <ul style="list-style-type: none"> - 30 rectangular tables measuring 2m x 3m covered with tablecloths for exhibitions
19.1.4	Portable chemical toilets including facilities for VIPs and disabled persons (If venue does not have sufficient)
19.2	Audio Visual & Power Services
19.2.1	Audio
	<ul style="list-style-type: none"> - 40 Channel Mixing Console - Playback Dual CD Player MP3 equipment - Any other equipment specified by the DEPARTMENT OF SPORT, ARTS AND CULTURE
19.2.2	Drums and Backline Equipment
	<ul style="list-style-type: none"> - 5 x Piece Stage Custom Drum kit - Professional 5 Piece Drum Kit incl. Cymbals (As specified by Musicians) - Guitar Amplifier (As specified by Musicians) - 2 x Bass Amplifier Rig (As specified by Musicians) - Keyboard & Stand (As specified by Musicians) - Audio and Power point facility - Microphone kit, Monitors & all related Mixers - Provide 8 ordinary microphones (4 fixed plus 4 detachable mics)

	<ul style="list-style-type: none"> - Provide 4 hands-free micro-mics (Lapel mics for drama, musical dance and related activities) <p>NB: Include all cables, snakes, sheet music stands and microphone stands.</p>
19.2.3	<p>Audio Visual Crew:</p> <ul style="list-style-type: none"> - 1 x Audio FOH Engineer - 1 x Audio Monitor Engineer - 1 x Lighting Technician - 1 x Set up crew - 2 x Stage Hands <p>The crew can be different in size subject to the nature of the event and availability of skilled and qualified people.</p>
19.2.4	<p>Public Address System (PA system):-</p> <ul style="list-style-type: none"> - Provide a sound system to be able to address a maximum of 3 000 people inside the marquee - 3000-5000 PAX - 16 x line Array Speakers - 8 x Subwoofers - Take responsibility for the co-ordination of Sound Check on the eve before the event and all sound arrangements on the day of the event.
19.2.5	<p>Public Viewing Day-Light Screens</p> <p>Provide 2 x Public Viewing Day-Light Screens to be displayed strategically inside the marquee for public viewing as specified below:</p> <ul style="list-style-type: none"> - 2 x 4m2 LED Screens for Live TV Broadcast - The screens should provide a very clear viewing of the proceedings of the event and during a live broadcast of the State President's address from another part of the country - Provide at least 2m elevation for the screens from the ground - Provision must also be made for live streaming
19.2.6	<p>Power Generator</p> <p>Provide a backup power generator with reduced noise output with power distribution to cater for electrical needs for the following aspects:</p> <ul style="list-style-type: none"> - Provide low noise electric power generator (100KVA Silent Generator) - Ensure 3 Phase electric power is available (liaise with Project Manager/municipality) - Provide electric lighting (minimum= 100 watts) in 8 strategic points inside the marquee - Provide 3 electric power points (stage, sound control and journalist cameras) each catering for at least 15 amps - Provide at least 2 Fire Extinguishers or as specified by fire marshal (must be serviced and valid)
19.2.7	<p>Special Condition:</p> <p>Provide a Structural Certificate and COC as a safety guarantee for all infrastructure and other installations on the eve of the event. All safety requirements must meet with the necessary occupational health and safety Act requirements .i.e. Fire marshals, first aid officers, evacuation officers</p>
19.3	Stage Construction
19.3.1	<p>Podium Group stage:</p> <ul style="list-style-type: none"> - Provide a VIP stage as per the specification {seating for the Podium Group

	<p>of 40 VIP guests):</p> <ul style="list-style-type: none"> ✓ Length and Width: 1 x 7,2m x 9m ✓ Height: 1m high Stage floor with ✓ 1 x stairs and ✓ 1 x disability ramp to ease access for all <p>- Podium Group stage should be inside the Tent at a demarcated area</p> <p>- Decor for the Podium Group (VIP) Stage</p> <p>- Provide a decorated lectern for the presentation of speeches</p>
19.3.2	<p>Performance Stage:</p> <p>The above performance stage floor should be as specified below:</p> <ul style="list-style-type: none"> ✓ Length & Width: 1 x 10m x 12m ✓ Height: 1m ✓ 1 x stairs ✓ 1 x ramp providing access for the disabled
19.4	Catering
19.4.1	<p>Attendees (+-3000 people):</p> <ul style="list-style-type: none"> - Food parcels (Could differ in terms of local conditions and availability) an indicative menu: - 2 pieces thighs, 3 buttered rolls, apple and banana in transparent container - 1000 X 330ml juice (100 % pure juice) - 2 000 x 340ml Juice (assorted fizzy drinks) - 1 000 x 500ml Bottled still water - Provision must be made for Halaal and Vegetarian including all other dietary requirements.
19.4.2	<p>VIP Holding Room</p> <p>Tea, coffee, 100% pure juices, sandwiches and rooster brood, (provide butter, cheese and jam), and bottled water must be provided for 50 VIP's, on the morning to be delivered at 07h30 for 08H00 on the day of the event.</p>
19.4.3	<p>Special Condition</p> <ul style="list-style-type: none"> - Catering must strictly be subcontracted to Local Caterers. Subcontracting Agreements signed by both parties must be forwarded to the Program Manager 3 working days before the event. - All catering venues have to be prepared and be ready a day before for inspection and food has to be delivered to the venue on the time stipulated by the Project Manager, on the day of the event. - Flyers will form part of the mobilization.
19.5	Performance / Entertainment / Exhibition
19.5.1	Subject to how the event is designed, the events manager must appoint performers and groups for entertainment
19.5.2	The Service provider to ensure accommodation and transportation for the Performing Groups, Artists and Crafters. Service Provider to provide transport as per the pick-up points to accommodation places on the eve of the event.
19.5.3	<p>The budget will be agreed upon beforehand. The following serves as average benchmark prices:</p> <ul style="list-style-type: none"> -Individual Artists: R5 000 -Groups and Choirs: R10 000 - Praise-singers and Poets : R500 - R2 500 per person - Craft and Literary Projects: Determined on a case by case basis but not exceeding R5000

	<ul style="list-style-type: none"> - Curator: R1 000 - Constructor: R1 000
19.5.4	Hire of celebrity artists or groups subject to budget and availability of performers. The successful bidder will be responsible for all other applicable fees e.g. SAMRO, etc.
19.6	Transport
19.6.1	Provide Public Transport, based on the event plan and the demographics of the given location.
19.6.2	<p>All vehicles must meet minimum safety standards:</p> <ul style="list-style-type: none"> - Passengers liability - Route permit - Roadworthy certificate - Driver's license and PDP for each driver
19.6.3	A complete transport plan must be developed per event mapping pickup and drop-off points to be coordinated with the pre event public communications plan.
19.7	Security Services:
	<ul style="list-style-type: none"> - Only use PSIRA certified security providers (Grades will be agreed per event subject to event security profile) - Ensure that the event and assets are secured and safe all the times. - Hire marshals (dependent on the size and conditions of the event) - Provide transport for security staff to and from venue - At least 8 security staff must be on site from the start of constructing the site 24 hours a day until the site is vacated. - Liaise with local police services to supplement security and review security arrangements
19.8	Emergency Medical Services (EMS)
	-Provide adequate medical personnel and services depending on the event.
19.9	Clearing of site <i>(before and after the event)</i>
	<p>Provide rubbish bins in strategic points right around the Venue</p> <ul style="list-style-type: none"> - Organize the cleaning of the site before the event takes place (including minor landscaping and leveling if needed) - Clear the site of all littering during the event and equipment after the event has taken place - Dispose of all refuse at a location as agreed with local municipality
19.10	Safety Structural Certificates and Certificate Of Compliance
	Safety and Health Certificates should be provided to the Project Manager / DEPARTMENT OF SPORT, ARTS AND CULTURE representative on all structures by 15h00 on the eve before the event.
19.11	Timeframes
	<ul style="list-style-type: none"> - The dates for the events and other details are as specified in the attached Annexure A. - Planning of an event must start as soon as the location of the event is known - Delivery and setting up of equipment must take place and be completed one day before the event to allow for inspection and issuing of certificates and sound check.
19.12	Special Conditions
	- Shall the successful bidder cancel his/her involvement in the contract, the

	<p>said bidder shall refund the department for all costs affected by the department, and depending on circumstances, necessary legal action will be taken.</p> <ul style="list-style-type: none"> - In the unlikely situation of an event that has already been ordered by the Department being cancelled the supplier will only be reimbursed to the extent that actual cost were incurred with the event management fee being proportionately reduced in line with the actual cost expensed relative to the original order value. - Successful bidder must ensure that service providers and suppliers in the hosting Municipality, in particular, receive first preference in respect of job opportunities during the events. In this regard the successful bidder must ensure that sub-contractors are used within the hosting municipal area as far as possible and if this condition cannot be met, the written approval from the Department must be obtained. - Prices must be inclusive of delivery and VAT. - Penalty clause: In the event that any of the conditions as stipulated above are not met or partially met, DEPARTMENT OF SPORT, ARTS AND CULTURE reserves the right to deduct a corresponding amount of money from the agreed amount of the bid. - In addition to any other terms that may be agreed to, the successful service provider will permit the Department to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Department.
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19.13	Returnable Documents
	<p>It is important to present a proposal with an index that follows the returnable document schedule.</p> <p>All documents must be bound in a single file with each section given a covering page and tagged for ease of reference. Every page of the returnable documents must be hand numbered with a permanent marker, with the index indicating the total number of pages indicated.</p>
19.13.1	Section 1: Proposal containing company profile.
19.13.2	Section 2: NCP 1 - Invitation to bid.
19.13.3	Section 3: NCP 3.1 - Pricing Schedule (Firm Prices – Purchases)
19.13.4	Section 4: SBD 4 - Declaration of Interest
19.13.5	Section 6: NCP 6.1- Preference Points claim form supported with a BEE Certificate issued by an accredited SANAS verification agent or letter from the accounting officer or auditor if applying for preference points as a QSE.
19.13.6	Section 9: Government Procurement-General Conditions of Contract (Initialed on each page)
19.13.7	Section 10: Occupational Health and Safety Act 85 of 1993 - Certificate of Good Standing
19.13.8	Section 11: Copies of Company Registration documents, Companies Act 71 of 2008
19.13.9	Section 12: Copies of ID's of Directors
19.13.10	<p>Section 14: Documents required to satisfy functional evaluation</p> <ul style="list-style-type: none"> - References from Customers - Annual Financial Statements and/or Funding Commitment Letters from Registered Financial Institution

	<ul style="list-style-type: none"> - CVs & Certificates of Project Team Members - Responses to skills & risk questions
19.13.11	Section 15: Proof of registration on the Central Supplier Database (CSD) Please note: All potential bidders must be registered on the Central Supplier Database.
19.12	Price Schedule: See Annexure A2
	<p>A pricing schedule template is attached indicating the elements of the event management fee (See NCP 3.1)</p> <p>All rates must be VAT inclusive, considering the value of this engagement is more than the mandatory VAT registration threshold of R1 million turnover per year.</p>
19.13	Number of Events Dates
	<p>The dates of events will be as per the attached calendar (See Annexure A1), however, the department may add events but will give a minimum of 2 weeks' notice.</p> <p>The department also reserves the right to extend this contract to any other department that requires similar services on condition that the rates and requirements per event do not differ materially from this specification.</p>

20. Non Compulsory Virtual Briefing Session

A non compulsory clarification meeting will be held virtually on **Monday, 28 November 2022 at the following two (2) time slots:**

20.1 Time: 13:30 PM – 14:30PM and

20.2 Time: 14:30PM – 16:00PM

21. Timeline of the Bid Process

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on National Treasury E-tender Portal / Printed media and Departmental Website as from 18 NOVEMBER 2022.	
DSAC Website: dsac.ncpg.gov.za/index.php/tenders	18 NOVEMBER 2022
National Treasury E-Portal: https://www.etenders.gov.za	18 NOVEMBER 2022
Printed media	
Non-Compulsory Virtual Briefing and Clarification Session	28 NOVEMBER 2022

Questions relating to bid from bidder(s) in writing via email	28-30 NOVEMBER 2022
Bid closing date	09 DECEMBER 2022
Bid closing time	11:00
Notice to bidder(s)	DEPARTMENT OF SPORT, ARTS AND CULTURE: Northern Cape will endeavor to inform bidders of the progress until conclusion of the tender.

Schedule of Events - Annexure A1

Date	Event	Estimated Attendance
Commemorate and National Days		
21 March	Human Rights Day	4 000
27 April	Freedom Day	4 000
25 May	Africa Day	3 300
16 June	Youth Day	4 000
9 August	Women's Day	4 000
24 September	Heritage Day	3 300
8 November	Mayibuye Uprising	600
16 December	Reconciliation Day	1 500
December	Social Cohesion Dialogues	800
Departmental related events		
To be determined	Launch and celebrations (Garden of remembrance)	1000
	Library Programmes: 1. Library Awareness & Outreach	1000
	2. Library openings	1000
To be determined	Sport and Recreation Programmes: 1. Provincial Winter	1000

	Games	
	2. National Winter Games	1000
	3. Indigenous Games	1000
	4. Rural Sport Games:	500
	Provincial	300
	5. Youth Camp	300
	6. National Recreation	1000
	Day	
	7. Big Walk	1000
	8. Provincial Summer	1000
	Games	
	9. Provincial Summer	1000
	School Championships	
	10. National Summer	500
	School Championships	
	11. Provincial Autumn	1000
	12. National Autumn	350
	13. Sport Awards: Provincial	500
	14. Sport Awards: National	50



**NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND
CULTURE**

BID NUMBER: DSAC-006-2022

EVALUATION CRITERIA

**APPOINTMENT OF FOUR (4) EVENTS
MANAGEMENT COMPANY'S TO ORGANISE
AND MANAGE THE COMMEMORATION OF
NATIONAL DAYS AND HOSTING RELATED
DEPARTMENTAL EVENTS FOR 3 YEARS.**

NOVEMBER 2022

Evaluation Criteria

Bids will be evaluated in accordance with the Department's Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

The evaluation of the bid will consist of the following three (3) stages:

Stage 1	Stage 2	Stage 3
Mandatory and other bid requirements	Functionality	Price and Preference Points
Compliance with mandatory and other Bid requirements. Bidders that do not comply with the compulsory requirements will be automatically eliminated.	The bid will be assessed to verify the bidder's capability and ability to execute the contract. Bidders scoring less than 65 points during this stage of the evaluation will be eliminated and shall not be considered any further.	This bid is subject to the Preferential Procurement Regulations 2017. Bidders that have migrated to this phase will be evaluated in accordance with the preference points of the attached NCP 6.1 Form.

!!NB!! THE DEPARTMENT OF SPORT, ARTS AND CULTURE MAY INVITE BIDDERS WHOSE BID PASSED THE PHASE 2 EVALUATION TO DO A PRESENTATION TO A TASKTEAM. THE PURPOSE OF THE PRESENTATION IS TO ENSURE THAT THE BIDDER HAS A CLEAR UNDERSTANDING OF THE SCOPE OF WORK, THE COMPANY'S PROJECT APPROACH IS COMPATIBLE AND RATIONALE, AND THAT THEIR TEAM IS INDIVIDUALLY AND COLLECTIVELY COMPETENT AS REQUIRED BY THE TERMS OF REFERENCE.

**BIDDERS SCORING LESS THAN 65 OUT OF A MAXIMUM OF 100 WILL NOT
PROCEED TO THE 3RD STAGE.**

Stage 1: Administrative Compliance Requirements

- ✓ Signed NCP 1;
- ✓ Fully filled in Pricing Schedule for firm prices (purchases) NCP 3.1;
- ✓ Fully filled in Pricing Schedule (Professional Services) NCP 3.3;
- ✓ Fully filled in and signed bidder's disclosure NCP 4;
- ✓ Fully filled in, witnessed and signed preference points claim form of the Preferential Procurement Regulations 2017 NCP 6.1;
- ✓ General Conditions of Contract (To be initialled);
- ✓ Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Report to be attached;
- ✓ Tax compliance Status Pin Issued by SARS;
- ✓ Companies, who are registered for VAT, should include VAT on their costing;
- ✓ Valid BBBEE Certificate (BEE Accreditation is strictly required to be obtained from a South African National Accreditation System (SANAS) Registered BEE Verification Agency only. Bidders who qualify as Exempted Micro Enterprise (EME) must submit a sworn affidavit signed by the EME Representative and attested by a Commissioner of Oaths);
- ✓ Valid contact details including email addresses;
- ✓ Company profile (including organizational structure of the company, proof of previous work undertaken in this respect contactable references, credentials/CV i.e. experience and qualifications of key personnel/project team member;
- ✓ In case of a Joint Venture the following documents must be submitted:
 - (i) Valid joint venture agreement signed by all relevant parties and witnessed;

- (ii) Consolidated BBBEE Certificate (if not consolidated, preference points will be zero (0);
- (iii) Tax compliance Status Pin Issued by SARS of all parties;
- (iv) Individually filled in and signed bidder's disclosure NCP 4 for each bidder;
- (v) Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Reports of all parties to be attached;
- (vi) Company profile of all parties.

Stage 2: Functionality

A total of 65 points are allocated for functionality evaluation according to the following criteria:

Description/Criteria	Weight	Documentary Evidence/ Scoring guideline	Value
1. Bidders experience and proven track record in successfully completing projects of a similar scope, deliverables and complexity in the last eight (8) years.	30	Provide signed reference letters on the clients letterhead reflecting the following: Number of years experience in delivering similar service (duration), approximate value of goods or services, performance of the supplier (Excellent, good/ average/poor), quality of Bid Proposal and adherence to the terms and conditions and specifications, and if the client will recommend this supplier to anyone without any reservations.	
		Relevant experience greater than 8 years.	3 = 30
		Relevant experience greater than 5 years.	2 = 15
		Relevant experience less than 5 years but more than 3 years.	1 = 10
		Relevant experience less than 3 years.	0 = 0
2. Profiles of project team/Human Resources	20	Copies of ID's and CV's of each team member must be submitted. Experience gained for each member must be clearly indicated). Acceptable staff complement (5 – 10 staff members)	4 = 20

		Acceptable staff complement (3 – 4 staff members)	3 = 15
		Acceptable staff complement (2 staff members)	2 = 5
		Acceptable staff complement (1 staff member)	0 = 0
3. Contracts/signed service level agreements with Institutions including close up reports that supports the past performance of the service provider and provides proof for the provision of events management services (Current and Previous Contracts).	20	Provide signed contracts/service level agreements. Signed contracts/service level agreements for five (5) or more projects of a similar scope, deliverables and complexity. Signed contracts/service level agreements for three (3) or more projects of a similar scope, deliverables and complexity. Signed contracts/service level agreements for one (1) or more projects of a similar scope, deliverables and complexity.	3 = 20 2 = 10 0 = 0

4. Financial ability to execute the contract.	30	<p>The responding bidder must show financial capacity to deliver a sustainable service for the duration of the contract.</p> <p>Annual financial statements, or a Bank Guarantee Letter stamp by the Bank or Proof of bank statement stamp by the Bank must be provided, and will count as follows towards the Functionality Score:</p> <p>(A) Supplying a R1 000 000.00 financial guarantee; A = 30</p> <p>(B) Supplying a R750 000.00 financial guarantee; B = 25</p> <p>(C) Supplying a R500 000.00 financial guarantee and C = 20</p> <p>(D) Supplying a financial guarantee of less than R250 000.00 D = 0</p> <p>(Any other proof of financial resources of funding which the bidder intends on utilising to fund this project can also be submitted.</p> <p>The Department requires this information to ascertain whether the bidder can carry the initial cash commitments for the duration of the contract.</p>	
Total points	100		

Any bidder who does not meet the minimum threshold of 65 points will be eliminated, and will not be considered. For the purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned. Compulsory verification will be conducted on points

1 to 3 of the functionality by the Department and false information provided will disqualify the bidder.

Stage 3: Price and Preference Points

- ✓ This bid is subject to the Preferential Procurement Regulations 2017.
- ✓ The bid will be evaluated and adjudicated to the bidder scoring the highest points based on price and the number of BBEE Points allocated.



**NORTHERN CAPE DEPARTMENT OF SPORT, ARTS AND
CULTURE**

BID NUMBER: DSAC-006-2022

BID PRICING SCHEDULE

NOVEMBER 2022



ANNEXURE A2

PRICING SUBMISSION

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

APPOINTMENT OF FOUR (4) EVENTS MANAGEMENT COMPANY'S TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING RELATED DEPARTMENTAL EVENTS FOR 3 YEARS.

BIDDER NAME

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **BID: DSAC-006-2022** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy of the Pricing Schedule. It is advisable that the bidder completes the pricing schedule electronically and print it out once completed, and submit as part of the bid proposal.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.1.3 Bidders must complete and submit the template attached, which is [management fee model](#).

2.1.4 Bidders must reference RFP/BID main document Section 22 (Annexure A 1) for schedule of events with estimated attendance.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.2.4 Input cells FOR THE TENDERING INSTITUTION are highlighted in **ORANGE**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices including VAT**.

EVENT SCHEDULE									
DSAC-006-2022: The appointment of four (4) events management company's to organize and manage the commemoration of national days and hosting of departmental events for a period of 3 years.									
Product / Services		Transaction fee Year 1 (Incl. VAT)		Transaction fee Year 2 (Incl. VAT)		Transaction fee Year 3 (Incl. VAT)		Total Price for Three (3) Years (including VAT)	
		Unit Price (Incl VAT)	TOTAL Price (Incl VAT)	Unit Price (Incl VAT)	TOTAL Price (Incl VAT)	Unit Price (Incl VAT)	TOTAL Price (Incl VAT)	Unit Price (Incl VAT)	TOTAL Price (Incl VAT)
1. Site Infrastructure/Tents and Marquees (aluminium)									
Rental of Free Standing Tent (20m x 40m)			R	R	R	R	R	R	R
Rental of Free Standing Tent (20m x 30m)	1		R	R	R	R	R	R	R
Rental of Free Standing Tent (25m x 100m)	1		R	R	R	R	R	R	R
Rental of Free Standing Tent (50m x 100m)	1		R	R	R	R	R	R	R
Rental of Free Standing Tent for VIP's (5m x 10m)	1		R	R	R	R	R	R	R
Rental of Free Standing Tent for Media (5m x 5m)	1		R	R	R	R	R	R	R
Rental of Free Standing Tent for EMS (5m x 5m)	1		R	R	R	R	R	R	R
Rental of Free Standing Tent for Artists/Poets/Choirs (5m x 10m)	1		R	R	R	R	R	R	R
(Interlocking plastic flooring to be included as part of the rental of tents)									
2. Site Infrastructure/Tents and Marquees (peg and pole)									
Rental of peg and pole for Exhibitors (5m x 5m)	1		R	R	R	R	R	R	R
3. Stage construction									
Podium Group Stage									
Rental of a stage to accommodate at least 40 VIP Guests inside the tent at a demarcated area.	1		R	R	R	R	R	R	R
Rental for the podium group (VIP) Stage	1		R	R	R	R	R	R	R
Provide a decorated lectern for the presentation of speeches	1		R	R	R	R	R	R	R
4. Chairs									
Rental of 3000 plastic chairs	3000		R	R	R	R	R	R	R
Rental of 40 tiffany chairs/similar for VIP Guests	40		R	R	R	R	R	R	R
5. Tables									
Rental of 30 rectangular tables measuring 2m x 3m	30		R	R	R	R	R	R	R

6. Décor

Rental of 500 chair covers

Rental of table cloth for 30 rectangular tables measuring 2m x 3m

Rental of 500 tiebacks for VIP Chairs

Flat Bouquet

7. Gas heaters and Portable Airconditioners

Rental of 5 gas heaters

Rental of 5 portable airconditioners

8. Fire extinguishers

Rental of 5 fire extinguishers

9. Cooler truck, mobile toilets and generator

Rental of 2 cooler trucks

Rental of 1 male toilet

Rental of 1 female toilet

Rental of 1 disability toilet (male and female)

Rental of VIP Double Unit Mobile Toilets

1 x male VIP flushable toilet (on trailer)

1 x female VIP flushable toilet (on trailer)

[Inclusive of toilet paper, hand wash, air freshener. Toilets must be clean for the duration of the event]).

Rental of 200KVA backup generator (including 200L Diesel)

10. Structural Engineer Certificate

11. Public Liability Insurance

500	R	R	R	R	R	R
30	R	R	R	R	R	R
500	R	R	R	R	R	R
1	R	R	R	R	R	R

S	R	R	R	R	R	R
S	R	R	R	R	R	R

5	u	$+$	u	\cdot	u	\cdot	u	\cdot	u
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[illegible]

	R	R	R	R	-	R	-
I		R	*	* R	-	R	-
J	R	R	*	* R	-	R	-

12. Public transport

Rental of 44 seater/similar commuter bus per kilometer

Rental of 60 seater/similar commuter bus per kilometer

Rental of 65 seater/similar commuter bus per kilometer

Rental of 75 seater/similar commuter bus per kilometer

Rental of 80 seater/similar commuter bus per kilometer

I		R	*	R	*	R	*	R	*	R	*	R	*
J		R	*	R	*	R	*	R	*	R	*	R	*
K		R	*	R	*	R	*	R	*	R	*	R	*
L		R	*	R	*	R	*	R	*	R	*	R	*
M		R	*	R	*	R	*	R	*	R	*	R	*

Rental of 44 seater/similar semi luxury bus per kilometer

Rental of 60 seater/similar semi luxury bus per kilometer

Rental of 65 seater/similar semi luxury bus per kilometer

Rental of 75 seater/similar semi luxury bus per kilometer

Rental of 80 seater/similar semi luxury bus per kilometer

I		R	*	R	*	R	*	R	*
I		R	*	R	*	R	*	R	*
I		R	*	R	*	R	*	R	*
I		R	*	R	*	R	*	R	*
I		R	*	R	*	R	*	R	*

Rental of 44 seater/similar luxury bus per kilometer

Rental of 60 seater/similar luxury bus per kilometer

Rental of 65 seater/similar luxury bus per kilometer

Rental of 75 seater/similar luxury bus per kilometer

Rental of 80 seater/similar luxury bus per kilometer

I	R	-	R	*	R	*	R	*	R
J	R	-	R	*	R	*	R	*	R
J	R	-	R	*	R	*	R	*	R
J	R	-	R	*	R	*	R	*	R
J	R	-	R	*	R	*	R	*	R

Rental of 15 seater taxi per kilometer

Rental of 16 seater taxi per kilometer

Rental of 22 seater mini bus per kilometer

Rental of 23 seater mini bus per kilometer

I	R	-	R	-	R	-	R	-	R
J	R	-	R	-	R	-	R	-	R
K	R	-	R	-	R	-	R	-	R
L	R	-	R	-	R	-	R	-	R
M	R	-	R	-	R	-	R	-	R
N	R	-	R	-	R	-	R	-	R
O	R	-	R	-	R	-	R	-	R
P	R	-	R	-	R	-	R	-	R
Q	R	-	R	-	R	-	R	-	R
R	R	-	R	-	R	-	R	-	R
S	R	-	R	-	R	-	R	-	R
T	R	-	R	-	R	-	R	-	R
U	R	-	R	-	R	-	R	-	R
V	R	-	R	-	R	-	R	-	R
W	R	-	R	-	R	-	R	-	R
X	R	-	R	-	R	-	R	-	R
Y	R	-	R	-	R	-	R	-	R
Z	R	-	R	-	R	-	R	-	R

[illegible]

1	R	R	R	R	R	R	R
1	R	R	R	R	R	R	R

Rental of complete public address system to accommodate the following:

I	R	R	R	R	R	R	R
I	R	R	R	R	R	R	R
I	R	R	R	R	R	R	R
I	R	R	R	R	R	R	R
I	R	R	R	R	R	R	R

1		R	-	R	-	R	-	R	-	R	-	R	-	R
1		R	-	R	-	R	-	R	-	R	-	R	-	R
1		R	-	R	-	R	-	R	-	R	-	R	-	R
1		R	-	R	-	R	-	R	-	R	-	R	-	R
1		R	-	R	-	R	-	R	-	R	-	R	-	R
1		R	-	R	-	R	-	R	-	R	-	R	-	R
1		R	-	R	-	R	-	R	-	R	-	R	-	R
2		R	-	R	-	R	-	R	-	R	-	R	-	R
2		R	-	R	-	R	-	R	-	R	-	R	-	R

[The screens should provide a very clear viewing of the proceedings of the event and during a live broadcast].

Cost of 20 waiters

100	R	-	R	-	R	-	R	-
1	R	+	R	-	R	-	R	-
20	R	-	R	-	R	-	R	-

Samp, beef stew, pumpkin, one seasonal fruit and one buddy coldrink

3000	R	R	R	R	R	R	R
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¼ Grilled Chicken, 2 buttered rolls, - 1x Chakalaka, one seasonal fruit and one buddy coldrink

3000	R	R	R	R	R	R
------	---	---	---	---	---	---

Rice, chicken stew, creamy spinach, one seasonal fruit and one buddy coldrink

3000	R	$+$	R	$+$	R	$+$	R	$+$	R
------	-----	-----	-----	-----	-----	-----	-----	-----	-----

including olives, feta cheese (salad dressing-separately).

120	R	\rightarrow	R	\rightarrow	R	\rightarrow	R	\rightarrow	R
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Cost of 3000 still bottled water

120	R	R	R	R	R	R
-----	-----	-----	-----	-----	-----	-----

3000	R	R	R	R	R	R
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Layout and design

I	R	-	R	-	R	-	R
I	R	-	R	-	R	-	R
I	R	-	R	-	R	-	R
I	R	-	R	-	R	-	R
I	R	-	R	-	R	-	R

Cost for media article after an event.

Γ	R	$-R$	R	$-R$	R	$-R$	R	$-R$
Γ	R	$-R$	R	$-R$	R	$-R$	R	$-R$
Γ	R	$-R$	R	$-R$	R	$-R$	R	$-R$

Cost for a live streaming of a virtual event (all related services/goods must be included)

[illegible]

Cost for a live streaming of a virtual event (all related services/goods must be included)

	α	β	γ	δ	ϵ	ζ	η	θ	ι	κ	λ	μ	ν	ξ	\omicron	π	ρ	σ	τ	υ	ϕ	χ	ψ	ω
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Cost for a interpreter for sign language during an event.

[illegible]

Cost for a close out report after an event to be used at the defrining session.

	R	R	R	R	R
--	-----	-----	-----	-----	-----

Total Bid Price (To be Inserted on NCP 1)

[illegible]

The following management fees will apply during the duration of the contract and will be fixed:

Real	1-1999 people	7.5% Management fee of the total cost of the project
	1000-1999 people	1.5% Management fee of the total cost of the project
	2000-2999 people	20% Management fee of the total cost of the project
	3000 and above	25% Management fee of the total cost of the project

1-999 people 8% Management fee of the total cost of the project
1000-1999 people 15.50% Management fee of the total cost of the project
2000-2999 people 20.50% Management fee of the total cost of the project
3000 and above 25.50% Management fee of the total cost of the project

1-999 people 8.50% Management fee of the total cost of the project
1000-1999 people 16% Management fee of the total cost of the project
2000-2999 people 21% Management fee of the total cost of the project
3000 and above 26% Management fee of the total cost of the project



ANNEXURE A3

RFP NO:

DEPARTMENT OF SPORT, ARTS AND CULTURE

RFP NAME:

APPOINTMENT OF FOUR (4) EVENTS MANAGEMENT COMPANY'S TO ORGANISE AND MANAGE THE COMMEMORATION OF NATIONAL DAYS AND HOSTING RELATED DEPARTMENTAL EVENTS FOR 3 YEARS.

BIDDER NAME

heinro

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide **OFF-SITE** travel management service to the Department of Sport, Arts and Culture at the following total amounts (including VAT)

Template 1: Transaction Fee (Off-Site)

R

-

(incl. VAT)

In words:

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Department of Sport, Arts and Culture.

We understand that Department of Sport, Arts and Culture are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF: **COMPANY NAME**

Tel No:

Fax No:

Cell No: