



arts, culture,
sports & recreation

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

760 Dr. James Moroka Drive
Gaabomothe Building
Private Bag X90
Mmabatho 2735

DIRECTORATE

Tell: +27 (0) 18 388 2676

E-Mail: ttsikwe@nwpg.gov.za

SUPPLY CHAIN MANAGEMENT

INVITATION TO BID

ACSR 113/2025: - PROVISION OF EVENT MANAGEMENT SERVICES FOR MAHIKA MAHIKENG CULTURAL FESTIVAL FOR THREE (3) FINANCIAL YEARS

- 1 You are invited to submit a bid for the services as indicated above.
- 2 The conditions contained in the General Conditions of Contract (GCC), Terms of Reference (TOR) and any other conditions accompanying this bid document are applicable.
- 3 The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the GCC.

The following documents will be attached to this bid document:

- a) Terms of Reference
- b) SBD 1: Invitation to bid
- c) SBD 4: Bidders disclosure
- d) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
- e) Pricing schedule (*in case a bidder request a soft copy, please contact the SCM as per TOR*)



- 4 All the documents accompanying this invitation to bid must be fully completed in detail and signed where applicable.

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

- 5 Sealed bid documents to be deposited in the tender box situated at an entrance at Gaabomotho Building, 760 Dr. James Moroka Drive, Mmabatho, 2735 before closing date and time as follows:

Closing date: 29 August 2025

Closing Time: 11H00

- 6 Bidders should ensure that bids are delivered timeously to the correct address. If the bid document is late, it will not be accepted.



MR. I.S. MOGOROSI
HEAD OF DEPARTMENT



DATE





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sports & recreation**

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ANNEXURE A

TERMS OF REFERENCE





Department of Arts, Culture, Sport and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

“TERMS OF REFERENCE”

**PROVISION OF EVENT
MANAGEMENT SERVICES FOR
MAHIKA MAHIKENG CULTURAL
FESTIVAL FOR THREE (3)
FINANCIAL YEARS**

BID NUMBER: ACSR 113/2025

CLOSING DATE: 29 AUGUST 2025

CLOSING TIME: 11H00



Physical Address :

Department of Arts, Culture, Sports and Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho, 2735

Technical enquiries

Contact person: Ms. N. Zahela

Telephone: 018 388 2815

Email: nmolusi@nwpg.gov.za

SCM enquiries

Contact: Mr. T. Tsikwe

Telephone: 018 388 2968/2676

Email: ttsikwe@nwpg.gov.za

1. INTRODUCTION

The Department of Arts, Culture, Sports and Recreation seeks to appoint a suitable qualified Events Management Service Provider that will provide an events management service for the Mahika Mahikeng Cultural Festival for three (03) financial years. The service provider should have the ability, capacity, infrastructure, experience and knowledge to render event management services for Mahika Mahikeng Cultural Festival. The event will encompass the main (jazz), youth and gospel festivals in 2025/26, 2026/2027 and 2027/2028 financial years.

It will be required of the awarded bidder to plan, consult, organize and manage the implementation of the festivals for the three financial year period.

2. SCOPE OF WORK

It should be noted that this is a government funded initiative and will not be done exclusively by the service provider. The department will reserve the right to integrate programmes within the framework of the festival, e.g. the department will use its programmes over and above the service providers' role to popularize and activate the festival.

The service provider will be expected to plan, conceptualize, organize, implement and manage the festival with respect to the following tasks and categories:

LIAISON
Contact all role players that may be involved in the events of the Department and the delegated officials in the department to make sure that the event is managed in accordance with sound event management standards.
Liaison with all the service providers on site on the days of the festivals.
Ensure that the departmental representative is constantly informed of planning and that there is close co-operation with the delegated department officials on the days of the festivals.

"Terms of Reference" Provision of event management Services for Mahika Mahikeng Cultural Festival for three (3) financial years.

Presentations on progress should be made by the Service Provider when called to do so.

Approval and guidance will only be given by the departmental representative.

The department will reserve the right to integrate its programs within the framework of the festival, e.g department will use its programs, over and above the Service Providers role to popularize and activate the festival

LOGISTICAL REQUIREMENTS

Provide logistical arrangements for this departmental event. Logistical arrangements may involve the following services and facilities, but not limited to:

- Sound system (full specification of sound for more than 15 000 patrons)
- Audio-visual screens
- Staging as per the technical riders
- Tents and marquees
- Shaded stages / raised platforms
- Lecterns
- Chairs
- Tables
- Water (bottles or sachets)
- Standby technical assistance
- Power generator(s)
- Climate control, eg heating and cooling
- Portable chemical toilets
- Clearing and cleaning of site (before and after)
- Signage
- Enough safe parking
- Exhibition facilities
- Catering

• Facilities (venues) • Site plans / layout, and • Crowd control barriers
Pictures of all implemented logistics should be submitted to the Department representative after the festivals.
Ensure the activation of the Joint Operations Centre for all events and provide safety certification for all infrastructure erected for the festivals.
ENTERTAINMENT
It should be noted the service provider will be expected to provide a recommended line up to suit the Mahika Mahikeng Cultural Festival and to achieve the objectives of the Department.
It will be required of the service provider to appoint an artistic director for some events during the festivals
It will be expected of Service Provider to: Co-ordinate the performance of these artists and groups on the day of the festivals.
South African Music Rights Organization (SAMRO) costs should be always included for any cultural performance fees, sound and stage costs. A figure of 2% should be budgeted from the cultural performance fees, sound and stage only and transferred to SAMRO on behalf of the Department. Proof of payment should be provided to the Department.
FESTIVAL AND EXHIBITIONS
The festival will encompass the main (jazz), gospel and youth festivals during 2025/2026, 2026/2027 and 2027/2028 financial years respectively.
The following tasks would be required by the coordinator:
Take charge of all the necessary liaison regarding the festival and exhibitions.
A festival Office should be set up by the service provider. The address, telephone number, and email address should be communicated to the Department's representative.

"Terms of Reference" Provision of event management Services for Mahika Mahikeng Cultural Festival for three (3) financial years.

CATERING
Labelling of in terms of allergens should be provided
VIP Catering
Organize and provide catering for invited guests at events. Catering will either consist of a buffet meal, a formal sit down with a plated meal or a cocktail menu including bottled water and soft drinks.
Refreshment services during catering
Bottled water should be used as an opportunity for the Department to brand itself and its institutions.
The service provider should as much as possible cater for all dietary requirements.
SECURITY SERVICES
The appointed service provider will be required to appoint a safety officer.
Arrange for and organize a private security company in good standing with PSIRA, to secure and control event site(s) before, during and after the events when required.
Appoint a safety officer at the appropriate level to activate the Joint Operations Centre (JOC) and that could liaise with all security forces at all events, for e.g. State Security Agency (SSA), the South African Police Services (SAPS), VIP Protection Unit, Presidential Protection Services (PPS), Public Order Police Services (POPS) units, Traffic Police, Emergency Medical Services (EMS), Ambulance Services and Fire Departments. It would also involve attending meetings with security on national, provincial and local levels.
Ensure that security plans are drafted and submitted to the Department representative on time.
Implement the marshalling component of the event which will include the recruiting of credible marshals, brief, train and liaise with them at the event.
ACCREDITATION, INVITATIONS AND RSVP
Take responsibility for Ushering and seating of invited guests at all festivals in consultation with the Department.

Assist the Department representative in preparing for protocol arrangements for these festivals
REVENUE GENERATION
It is expected of this festival to be self-sustainable in the future; therefore, it should be a revenue generation project. In consultation with the department the appointed service provider will be required to embark on a sponsorship drive. The SLA will specify on how revenue will be shared between the department and the service provider.
PARKING
Take responsibility for managing all parking on the days of the festivals.
PROMOTIONAL ITEMS
The service provider should provide for the design and production of a wide range of promotional items. The logo of the Department should at all times appear on promotional items.
All material must be delivered to the venue where the promotional items are required, within the specified time, before the festivals.

3. SPECIFIC REQUIREMENTS

Refer to the attached pricing schedule attached as **Annexure A**

4. EVALUATION CRITERIA

The department will follow minimum standards or criteria that the bidders must meet to progress through evaluation and selection process.

4.1. PHASE 1: PRE-QUALIFICATION REQUIREMENTS

4.1.1. Administrative requirements

- SBD 1: Invitation to bid
- SBD 4: Bidders disclosure
- SBD 6.1: Preference Points Claim Form in terms of Preferential Procurement Regulations 2022
- CSD Registration Report

4.1.2. Mandatory requirements

- Confirmation letter of valid liability insurance cover of R10 million (renewable annually for the duration of the bid)
- Company profile
- Joint Ventures: Bidders must submit a signed joint venture agreement as acceptable proof of the existence of joint venture.

NB: - Bidders that do not comply with the mandatory requirements will be disqualified.

4.2. PHASE 2: TECHNICAL REQUIREMENTS (FUNCTIONALITY)

No.	Criteria	Weight	Description	TOTAL
1.	COMPANY EXPERIENCE Bidder's relevant experience in the events management environment. Bidders to provide successful completion of similar services in terms of the value of work from the past 5 years. Bidders to submit signed reference letter/s on the institutions letterhead.	40	Completed work above R20 million with one (1) reference letter. Completed work between R15 million and R19,999 million with one (1) reference letter. Completed work between R10 million and R14,999 million with one (1) reference letter. Completed work between R5 million and R9,999 million with one (1) reference letter. Completed work below R5 million with one (1) reference letter. Non submission	5 4 3 2 1 0

4.3.PHASE 3: PREFERENCE POINT SYSTEM

The qualifying bidder (after obtaining the minimum points for seventy (70) and above in Phase 2 of technical requirements) will be evaluated in terms of Preferential Procurement Regulations of 2022 using 80/20 preference point system.

5. OBJECTIVE CRITERIA

- The department reserves the right to award the bid in whole or in part.
- The department reserves the right not to award the lowest scoring bid.

6. POST AWARD REQUIREMENTS

- An SLA to be entered into with the department for a period of the contract.
- The department will establish a local organizing committee that will work with the service provider to deliver a successful event.
- The appointed service provider will be requested to attend a meeting with the department. Thereafter the appointed service provider can further engage the department on the implementation strategies for all the Mahika Mahikeng Cultural Festival.
- Continuous liaison between the Department and the appointed service provider will take place on a regular basis as will be determined in the agreement between both parties.

7. ROLES AND RESPONSIBILITIES

- The Department will be required to provide continuous support to the Service Provider by approving and sign-off on some of the matters, guidance, and share required information.
- The Department and the service provider are expected to establish working or steering committees that will report on the progress of the implementation of the event on a weekly basis.
- It will be expected of the Service Provider to mitigate the potential risks. Upon appointment, a checklist will be discussed between the Department and the Service Provider which will state risks which will be absorbed by the Service Provider.

“Terms of Reference” Provision of event management Services for Mahika Mahikeng Cultural Festival for three (3) financial years.

8. DELIVERABLES

The successful bidder will be expected to deliver in terms of the Service Level Agreement that will be entered into with the Department.

8.1. Reporting Requirements

- It is expected of the service provider to submit weekly reports to the department on the implementation of the events through the weekly steering committee.
- A post event report should be submitted within thirty (30) working days after the event, which must include, but not limited to, the number of jobs created during the event for example women, youth and people with disabilities, and how the event has impacted the community in which it was hosted.
- The template for the post event report will be provided by the Department.
- To provide the Department with the Festival Financial Report within thirty (30) days after the event.

9. GENERAL CONDITIONS

- The appointed Service Provider will be expected to establish a fully functional office in Mahikeng within 30 days of the award of the bid.
- The department will in consultation with the service provider approve the final line-up to ensure it is consistent with the theme of the festivals and overall government service delivery mandate.
- Service Provider in consultation with the department will be expected to seek various methods of sponsorship and partnerships to enhance the festival.

10. CONTRACTUAL ARRANGEMENT

- The appointed service provider will enter into a Service Level Agreement with the Department of Arts, Culture, Sports and Recreation to perform all functions as set out in the project Specification or Terms of Reference.

11. CONFIDENTIALITY

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

11.1. Protection of personal information

- Each Party shall comply with its obligations under POPIA in respect of the Personal Information collected and/or processed in connection with the Agreement and the Services.
- Each Party shall only provide, collect and/or Process the Personal Information: -in compliance with POPIA and where binding on a Party; as is necessary for the purposes of this Agreement and the Services; for maintaining its internal administrative processes, including quality, risk, client or vendor management processes; for internal business-related purposes; and in accordance with the lawful Purpose and reasonable instructions of ACSR as the Responsible Party.

11.2. Each party shall comply with its obligations

The successful bidders and staff will be required to sign a non-disclosure agreement, and they will also be vetted.

12. PACKAGING OF BID

Bidders to arrange the Standard Bidding Documents (SBDs) in their respective submissions in a numerical and orderly manner.

13. SUBMISSION OF BIDS DOCUMENTS

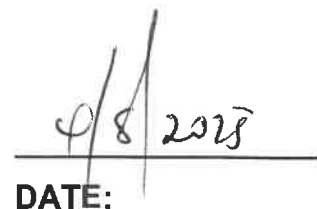
- 13.1. Bidders are advised to ensure their bids are submitted on time.
- 13.2. Bidders should deposit their sealed documents into the tender box situated next to the reception area at the following address:
- Department of Arts, Culture, Sports and Recreation**
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho, 2735
- 13.3. The name of the company must be clearly written at the back of the envelope.
- 13.4. The closing date of the bid will be the **29 August 2025**, at **11H00**.
- 13.5. Bid documents submitted after the closing date and time will not be accepted.
- 13.6. No late bids will be accepted.
- 13.7. The validity period is 90 days from the closing date.

14. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF DOCUMENTS

- There will be no tender briefing session.
- Technical enquiries and clarification of documents to be referred to contacts as stated on the cover of this document.



MR. I.S. MOGOROSI
HEAD OF DEPARTMENT



DATE:



**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

SBD 1: INVITATION TO BID



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ARTS, CULTURE, SPORT AND RECREATION							
BID NUMBER:	ACSR 113/2025	BID CLOSING DATE:	29 AUGUST 2025	BID CLOSING TIME:	11H00		
DESCRIPTION	PROVISION OF EVENT MANAGEMENT SERVICES FOR MAHIKA MAHIKENG CULTURAL FESTIVAL FOR THREE (3) FINANCIAL YEARS						
BID RESPONSE DOCUMENTS MUST BE DELIVERED TO (STREET ADDRESS)							
760 DR JAMES MOROKA DRIVE							
MMABATHO							
2745							
5							
SCM ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	MR. T. TSIKWE			CONTACT PERSON	MS. N. ZAHELA		
TELEPHONE NUMBER	018 388 2968/2676			TELEPHONE NUMBER	018 388 2815		
E-MAIL ADDRESS	ttsikwe@nwpg.gov.za			E-MAIL ADDRESS	nmolusi@nwpg.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BID MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 SERVICE PROVIDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TAX CLEARANCE CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TAX CLEARANCE CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TAX CLEARANCE PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



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ANNEXURE C

SBD 4: BIDDERS DISCLOSURE



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

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.

2.2 Do you, or any person connected with the bidder, have a relationship 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, (name).....
the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



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ANNEXURE D

SBD 6.1: PREFERENCE POINT CLAIM



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value equal to or below R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this quotations and tender is 80/20 and 90/10 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

TABLE 1 A (80/20 Preference Point System)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership 51% - 99% black ownership Less than 50% black ownership (Maximum to be claimed = 06 points)	06 03 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership (Maximum to be claimed = 08 points)	08 04 02	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability 51% - 99% owned by persons with disability Less than 50% owned by persons with disability (Maximum to be claimed = 03 points)	03 02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth 51% - 99% owned by youth Less than 50% owned by youth (Maximum to be claimed = 03 points)	03 02 01	
TOTAL		20	

TABLE 1 B (90/10 PREFERENCE POINT SYSTEM)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership Less than 100% black ownership (Maximum to be claimed = 02 points)	02 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership (Maximum to be claimed = 04 points)	04 02 01	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability Less than 100% owned by persons with disability (Maximum to be claimed = 02 points)	02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth Less than 100% owned by youth (Maximum to be claimed = 02 points)	02 01	
TOTAL		10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE E

GENERAL CONDITIONS OF CONTRACT (GCC)



THE NATIONAL TREASURY

Republic of South Africa



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

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

Js General Conditions of Contract (revised July 2010)



**arts, culture,
sports & recreation**

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE F

PRICING SCHEDULE



MAHIKA MAHIKENG CULTURAL FESTIVAL - PRICING SCHEDULE FOR YEAR ONE (1)
AMOUNT IN SOUTH AFRICAN RANDS (ZAR)

NO.	DESCRIPTION OF ITEMS AND SERVICES	GOSPEL FESTIVAL	YOUTH FESTIVAL	MAIN (JAZZ) FESTIVAL
1	Venue (Marquee and tents)			
2	Ground sheets/carpets			
3	Tables			
4	Chairs			
5	Décor and stage set up			
6	Sound systems (full sound for more than 15 000 patrons)			
7	Audio visual equipment			
8	Standby technical assistance			
9	Power Supply and Standby 250 KVA generator			
10	Portable air conditioners			
11	Portable Chemicals Toilets			
12	VIP trailers			
13	Clearing and cleaning of site (before and after)			
14	Signage			
15	Parking arrangements			
16	Exhibition facilities			
17	Catering: VIP (including water and beverages) - 300 VIPs per festival			
18	Food transportation and storage including refrigeration			
19	Waitrons			
20	Facilities and venue hire			
21	Site plans and layout			
22	Entertainers/ Artists			
23	SAMRO Fees			

24	Photography, projection and video recording service				
25	Water tankers				
26	Security personnel				
27	Marshals and ushers				
28	Name tags and lanyards				
29	Accreditation, Invitations and RSVP's				
30	Promotional Material - T-Shirt, Flyers, Posters, banners (design, printing and installation)				
31	Speed fencing including erection and dismantling				
32	Live feed (Large screen projection)				
33	Media advertising				
34	Installation of lightning conductors				

SUB-TOTAL FOR YEAR 1		R	R	R	R
VAT @ 15% (IF APPLICABLE)		R	R	R	R
TOTAL (INCL. VAT)		R	R	R	R

TOTAL FOR THREE (3) FESTIVALS - YEAR 1 R

PREPARED BY: _____

SIGNATURE AND DATE: _____

COMPANY STAMP:



ARTS, CULTURE,
SPORTS, RECREATION,
GAMING, MEDIA, FILM,
MUSIC, CHERISHED
HERITAGE
SOUTH AFRICAN
NATIONAL HERITAGE

MAHIKA MAHIKENG CULTURAL FESTIVAL - PRICING SCHEDULE FOR YEAR TWO (2) AMOUNT IN SOUTH AFRICAN RANDS (ZAR)

NO.	DESCRIPTION OF ITEMS AND SERVICES	GOSPEL FESTIVAL	YOUTH FESTIVAL	MAIN (JAZZ) FESTIVAL
1	Venue (Marquee and tents)			
2	Ground sheets/carpets			
3	Tables			
4	Chairs			
5	Décor and stage set up			
6	Sound systems (full sound for more than 15 000 patrons)			
7	Audio visual equipment			
8	Standby technical assistance			
9	Power Supply and Standby 250 KVA generator			
10	Portable air conditioners			
11	Portable Chemicals Toilets			
12	VIP trailers			
13	Clearing and cleaning of site (before and after)			
14	Signage			
15	Parking arrangements			
16	Exhibition facilities			
17	Catering: VIP (including water and beverages) - 300 VIPs per festival			
18	Food transportation and storage including refrigeration			
19	Waitrons			
20	Facilities and venue hire			
21	Site plans and layout			
22	Entertainers/ Artists			
23	SAMRO Fees			

24	Photography, projection and video recording service				
25	Water tankers				
26	Security personnel				
27	Marshals and ushers				
28	Name tags and lanyards				
29	Accreditation, Invitations and RSVP's				
30	Promotional Material - T-Shirt, Flyers, Posters, banners (design, printing and installation)				
31	Speed fencing including erection and dismantling				
32	Live feed (Large screen projection)				
33	Media advertising				
34	Installation of lightning conductors				

SUB-TOTAL FOR YEAR 2		R	R	R	R
VAT @ 15% (IF APPLICABLE)		R	R	R	R
TOTAL (INCL. VAT)		R	R	R	R

TOTAL FOR THREE (3) FESTIVALS - YEAR 2

PREPARED BY:

SIGNATURE AND DATE:

COMPANY STAMP:



ARTS, CULTURE,
SPORTS AND RECREATION
SOUTH AFRICAN REPUBLIC
REPUBLIC OF SOUTH AFRICA

**MAHIKA MAHIKENG CULTURAL FESTIVAL - PRICING SCHEDULE FOR YEAR THREE (3)
AMOUNT IN SOUTH AFRICAN RANDS (ZAR)**

NO.	DESCRIPTION OF ITEMS AND SERVICES	GOSPEL FESTIVAL	YOUTH FESTIVAL	MAIN (JAZZ) FESTIVAL
1	Venue (Marquee and tents)			
2	Ground sheets/carpets			
3	Tables			
4	Chairs			
5	Décor and stage set up			
6	Sound systems (full sound for more than 15 000 patrons)			
7	Audio visual equipment			
8	Standby technical assistance			
9	Power Supply and Standby 250 KVA generator			
10	Portable air conditioners			
11	Portable Chemicals Toilets			
12	VIP trailers			
13	Clearing and cleaning of site (before and after)			
14	Signage			
15	Parking arrangements			
16	Exhibition facilities			
17	Catering: VIP (including water and beverages) - 300 VIPs per festival			
18	Food transportation and storage including refrigeration			
19	Waitrons			
20	Facilities and venue hire			
21	Site plans and layout			
22	Entertainers/ Artists			
23	SAMRO Fees			

24	Photography, projection and video recording service				
25	Water tankers				
26	Security personnel				
27	Marshals and ushers				
28	Name tags and lanyards				
29	Accreditation, Invitations and RSVP's				
30	Promotional Material - T-Shirt, Flyers, Posters, banners (design, printing and installation)				
31	Speed fencing including erection and dismantling				
32	Live feed (Large screen projection)				
33	Media advertising				
34	Installation of lightning conductors				

SUB-TOTAL FOR YEAR 3 R R R R

VAT @ 15% (IF APPLICABLE) R R R R

TOTAL (INCL. VAT) R R R R

TOTAL FOR THREE (3) FESTIVALS - YEAR 3 R

PREPARED BY: _____

SIGNATURE AND DATE: _____

COMPANY STAMP:



AMOUNT IN RANDS (ZAR)

R

TOTAL FOR YEAR 1

R

TOTAL FOR YEAR 2

R

TOTAL FOR YEAR 3

R

TOTAL BID PRICE FOR 3 YEARS

TOTAL BID PRICE IN WORDS

PREPARED BY:

Company name:

Capacity:

Signature and Date

COMPANY STAMP: