



sport, arts, culture & recreation

Department of
Sport, Arts, Culture and Recreation
FREE STATE PROVINCE

REQUEST FOR BID

GOODS	
SERVICES	X

DESCRIPTION:	APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS OF MACUFE FOR A PERIOD OF THIRTY - SIX (36) MONTHS (OWN FUNDING RFP)		
RFQ NUMBER:	SACRMACUFE2024		
CLOSING DATE AND TIME:	15 MARCH 2024 @ 10H00		
QUOTATIONS TO BE SUBMITTED TO:	SUPPLY CHAIN MANAGEMENT OFFICE ZANA BUILDING CNR: HENRY AND HILL STREET		
PREFERENCE POINTS SYSTEM:	80/20		
DELIVERY INFORMATION - N/A			
LOCATION:	BLOEMFONTEIN		
Enquiries relating to bidding procedures may be directed to:		Technical enquiries may be directed to:	
Contact person:	Mr MASISI	Contact person:	Mr RAMABULANA
E- Mail address:	masisi@sacr.fs.gov.za	E- mail address:	ramabulana.ta@sacr.fs.gov.za
Telephone No:	066 474 7494	Telephone No:	083 707 0210



SECTION 1: GENERAL CONDITIONS OF BID

1. PROPRIETARY INFORMATION

- 1.1 The department of Sports, Arts, Culture and Recreation (SACR) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to SACR. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of SACR.

2. ENQUIRIES

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

3 BID VALIDITY PERIOD AND GENERAL REQUIREMENTS

- 3.1 The proposal shall be valid for a minimum of 4 months (120 days) calculated from the closing date.
- 3.2 Appointment as a successful bidder shall be subject to parties agreeing on mutually acceptable contractual terms and conditions.
- 3.3 The department reserves the right to appoint more than one supplier per category wishes to apply or respond
- 3.4 In the event that parties are failing to reach an agreement, DSACR reserves the right to appoint an alternative supplier.
- 3.5 No regret letters will be sent to unsuccessful bidders.
- 3.6 All documentation submitted in response to this request for proposal must be in English.



4 TERMS OF CONTRACT

The term of the contract will be for duration of the event but appointment for three years

4.1 TERMS & CONDITIONS OF TENDER

- 4.1.1 The Department reserves the right to reduce or increase the total quantity of items required in the tender.
- 4.1.2 The successful tenderer will be required to allow Department personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.
- 4.1.3 The highest scoring bidder would not necessarily have to be appointed by DSACR and DSACR as such reserves the right to appoint any or no one at all.
- 4.1.4 Sub-service providers/sub-contracting will be allowed with the approval of the department
- 4.1.5 The tender submitted must remain Valid for 120 days after closing date.
- 4.1.6 The Department shall deploy its Finance, SCM and Internal Audit during the event for compliance purposes of this event and any related matters
- 4.1.7 All returnable documents must be in a separate file, clearly indexed and separated by marked sheets.
- 4.1.8 Initials must be on all pages in the tender document.
- 4.1.9 All proposals are to be sealed. No open proposal will be accepted.
- 4.1.10 All proposals are to be clearly marked with the Project number and the name of the bidder and address
- 4.1.11 Each bidder to submit 2 files i.e., Tender Document with List of Returnable Documents (clearly separated by file dividers) and non-financial support from government Price Proposal for the event for period of Three years.
- 4.1.12 No tender bid will be considered if re-typed
- 4.1.13 No tender will be considered after the closing date and time.

5. DSACR RESERVES THE RIGHT TO,

- 5.1 Extend the closing date through the same medium of communication used for invitation.
- 5.2 Extend tender validity period before the expiry date of the original validity period.
- 5.3 Verify any information contained in the tender proposal be it with government departments, Private sector or individuals using our legal processes to access information
- 5.4 Request any further documentary proof regarding any declaration
- 5.5 Cancel or withdraw this tender as a whole or in part.
- 5.6 **The Service Provider will be required to provide proof that he/she has the necessary expertise, experience and knowledge in the field as stated in the bid document.**
- 5.7 To reduce or increase the total quantity of items required in the tender.



6. INSTRUCTIONS ON SUBMISSION OF BIDS

- 6.1** Bids should be submitted in PDF format all bound in a sealed envelope endorsed **SACRMACUFE2024** and marked **APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS OF MACUFE FOR A PERIOD OF THIRTY - SIX (36) MONTHS**
- 6.2** The sealed envelopes must be placed in the bid box at the Main Reception area of the SACR-Zana Building, Cnr. Hill and Henry Street, Bloemfontein by no later than 10:00 noon on **FRIDAY, 15 MARCH 2023**, and be placed in a tender box ground floor stipulated the tender description. Bids must be submitted in the prescribed response format, herein reflected as **Response Format**.
- 6.3** The bid closing date, bidder name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The SACR will not be held responsible for any delays where bid documents are handed to the SACR-SCM Office.**
- 6.4** Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the SACR's policy not to consider late bids for tender evaluation.**
- 6.5** Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.
- 6.6** Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 6.7 It is mandatory for the bidders to comply with the bid conditions.**



7. BACKGROUND AND INTRODUCTION

- 7.1** The department of Sports, Arts, Culture and Recreation is championing social transformation and is the creation of an enabling environment for social cohesion and nation building through civil society structures and corporate governance; as well as promoting inclusive sport, arts, culture and recreation programmes that enhance excellence and talent towards a healthy lifestyle.
- 7.2** The department of Sports, Arts, Culture and Recreation is hereby inviting self-funding proposal for organizing the Mangaung African Cultural Festival (MACUFE) for three years and intended to be stage from the **27 September 2024 to 06 October 2024**. The event will be held at Bloemfontein. The technical proposal should contain all elements for all the events as per the department schedule of events. The purpose of this Request for Proposal (RFP) is to identify a qualified event management company with experience in organizing major government events to provide comprehensive event planning, execution services and we are of the view that MACUFE brand has grown to a stage of self-sustainable initiative without **ANY** government financial support for three years period.
- 7.3** We seek expertise in managing and organizing various aspects of the Macufe as outlined in the Schedule of service provided and the event management company will be expected to provide all services necessary and appropriate to manage, execute Macufe including but not limited to the services detailed herein.
- 7.4** The Services outlined herein is not intended to be exhaustive and the selected Event Management company will be expected to be among other needed skills: organized; detailed oriented; flexible; an effective verbal and written communicator; calm under pressure; and a negotiator in the best interest of the department.

8. INDICATIVE PROCEDURE SCHEDULE

- 8.1** The schedule for the procurement process presented below is indicative and, while DSACR does not intend to depart from the program, it reserves the right to do so at any time respecting the government Procurement Regulations.
- 8.2** Events will be held at different locations and venues with varying degrees of facilities.
- 8.3** Events will take place at formal venues indoor and outdoor facilities identified by the department but not limiting any service provider creativity and any proposal thereof.
- 8.4** This RFP shall be in place for a period of three years after which the appointed service provider will be dissolved in order to make DSACR alive with activities,
- 8.5** The events would be focused at involving various stakeholders for enhanced sense of inclusion, greater awareness about the celebration and strengthening the identity of the department and Free State Province in particular.



9. SERVICES REQUIRED

9.1 Broad scope and definitions of work which may be required to be performed by a service provider.

10. APPOINTMENT OF SERVICE PROVIDERS

10.1 Service Providers who wish to respond to the Request for Proposal will be required to furnish the following detail technical plan that intends to target to maximum of 20,000 patrons and not limited to the following focuses point areas:

10.1.1 Marquee tents, Flooring, Chairs, Toilets

10.1.2 Stage, Sound, Screens, Generator and Lights

10.1.3 Marketing

10.1.4 Catering VIP and Stalls

10.1.5 Artists

10.1.6 Security

10.2 The Department would like to ensure an unbiased work for all service providers to implement this event as per the schedule of events and dates below

	ESTIMATES DATES	ESTIMATES VENUES
No.	DATE	EVENT
1.	27 Sept 2024	MACUFE LAUNCH
2.	27 Sept 2024	HIP HOP FESTIVAL
3.	27 Sept 2024	MACUFE BOXING
4.	28 Sept 2024	CULTURAL FESTIVAL
5.	29 Sept 2024	GOSPEL FESTIVAL
6.	29 Sept 2024	CAR SPINNING SHOW
7.	30 Sept 2024	FASHION SHOW AND EXHIBITION
8.	1-4 Oct 2024	THEATRE AND FILM
9.	02 Oct 2024	COMEDY SHOW
10.	03 Oct 2024	INDOOR JAZZ
11.	04 Oct 2024	MACUFE GOLF DAY
12.	04 Oct 2024	DIVAS SHOW
13.	05 Oct 2024	MAIN MUSIC FESTIVAL
14.	06 Oct 2024	MACUFE MARATHON
15.	06 Oct 2024	INTERNATIONAL RUGBY MATCH



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

11.1 DEPARTMENT OVERSIGHT

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

11.2 OBLIGATIONS OF THE SERVICE PROVIDER

- 11.2.1 The Service Provider shall provide services in respect of quality and quantity control as well as supervision of the preparations.
- 11.2.2 The Service Provider shall manage and control its staff, in the concerned premises where the function is to be catered for.
- 11.2.3 The Service Provider to deliver the service upon receiving of an official directive.

11.3 SERVICE PROVIDER(S) TERMS OF REFERENCE

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

11.4 COMPLETION OF TENDER DOCUMENTS

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



12. TENDER DOCUMENTS MAY NOT BE RETYPED.

Retyped documents will result in the disqualification of the tender.

13. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

14. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

15. BUSINESS INFORMATION

Service Providers are expected to submit all business information as required to avoid any disqualification and any misrepresentation of company profile and supporting documents nor forging of documents intends to support the business information will be regarded as fraud and corruption and all relevant supply chain management legislation will be applied.

16. MANDATORY SUBMISSIONS – STAGE

PLEASE COMPLETE THE TABLE BELOW AND ATTACH SUPPORTING DOCUMENTS

		Y/N	Office use only
1	Company Registration Certificate – CIPC		
2	Valid SARS Tax Pin and/or Certificate		
3	Comprehensive Company Profile		
4	Proof of Business Address		
5	Fully Initialled & Completed all tender document pages		
6	Signed Declaration of Interest		
7	Board Resolution: Certificate for authority for signature		
8	Audited Annual Financial Statement within 12 months (2022/2023)		
9	Completion of the Standard Bidding Forms (SBD1, 3.1, 4, 6.1 or 6.2)		
10	Valid SAMRO Registration Certificate (Letter of Good Standing)		
11	Certified ID of Directors (not older than 3 months)		
12	Public Liability Insurance (minimum of R 10 million)		

All relevant sections completed and signed, and all pages of tender document initialled by authorized signatory. Proof should be attached that signatory is duly authorized to enter into contractual agreement with Department on behalf of the organization.



17. PROHIBITION OF RESTRICTIVE PRACTICES

17.1 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).

17.2 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.

17.3 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.

18. RIGHTS RESERVED

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

19. PARENT/SUBSIDIARY COMPANY

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



20. TAXES AND DUTIES

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

21. DECLARATION OF INTEREST

The Tender document must include a signed declaration of interests.

22. CONSORTIUMS AND JOINT VENTURES

Consortiums and Joint Ventures are applicable for this tender.

23. SUBMISSION OF FINANCIAL RECORDS

In terms of New Companies Act, Tenderer to submit Audited Financial Statements (AFS) most recent AFS not older than 12 months. Certain Companies may not require Audited Financial Statements such as Sole Traders, Partnerships and Close Corporations, as long as they abide within the New Companies Act. The Financial Statements are to be attested by a qualified Chartered Accountant (SA) or Reviewed by registered firm or individuals whom are qualified and registered with Accounting and Auditing bodies.

24. VALIDITY PERIOD

Bids shall remain valid for 120 (one hundred and twenty) days after the tender closure date. During the validity window period of the tender, should the Tenderer withdraw this tender or is unable to meet contractual requirements, the Department may exercise additional remedies available in its option, to withdraw or cancel the agreement.

25. ACCEPTANCE OR REJECTION OF A TENDER

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

26. PRICES

Prices will depend on the Service Provider Request for Proposal financial Plan for goods to be delivered and services under the contract that will be carried by the service provider 100% without any government financial support.



27. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000

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

28. PROTECTION OF PERSONAL INFORMATION ACT, 2013

The successful Service Provider shall abide in the protection of personal information of the Department. Privacy includes the right to protection against unlawful collection, retention, disseminating and use of personal information. The successful bidder shall heed the right of privacy of this Act subject to justifiable limitation that are aimed at protecting other rights and important interest.

29. LEGITIMACY OF INFORMATION

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

30. NATURE OF SERVICE

The nature of service the Department enters with the successful bidder is based on the proposal offered and accepted for the duration of the contract. In the event that there any changes due to external environmental factors.

31. PROTECTION OF PERSONAL INFORMATION ACT NO.4 OF 2013 (POPIA)

Bidders agree to comply with the provisions of the POPIA when dealing or exchanging personal information of each other.

32. PART 2: SCOPE OF WORK AND DELIVERABLES

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



32.1 Conceptualisation of the Event

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

32.1.2 Marketing Branding and Communication. This task will include:

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

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

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

32.1.2.4 Innovation and creative thinking that can take various forms to place MACUFE at the centre of it all.

32.2 Complete solution to the various aspects of the event

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

32.3 Designing, layout, performance and sitting plans

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

32.3.2 The plan should clearly define event goals and be able to show the traffic flow as per the identified venues.

32.3.3 The plan should ensure event healthy and safety but incorporating all forms.

33.COST INCURRED BY PROPOSERS

- (a) All expenses involved with the preparation and submission of Responses to the department or any work performed in connection therewith shall be borne by the Proposer(s).



34. LOGISTICAL REQUIREMENTS

Provide logistical arrangements for the events of the Department of Sport, Arts and Culture.

Logistical arrangements may involve the following services and facilities, but not limited to:

Description of items/service
Marquee and ground sheets/carpets
Tables
Chairs
PA systems
Sound systems including commissioning
LCD BIG Screen: DAY-LIGHT
Photography, projection and video recording service
Labour saving devices (laptops, fax, printing, copy)
Suitable air conditioners
Suitable Stage-(Décor and stage set up)
Portable Chemical Toilets (Disability, Mass and VIP)
Water tankers
Catering: VIP
Vendors Stalls: Community
Food transportation and storage including refrigeration
Waitrons
Ushering
Entertainers/ Artists Proposal
Security Plan
Marshals including marshal/usher identification
Name tags and lanyards
Preparation and printing of invites, programmes etc
Arrangements for accommodation
Registration of delegates/invitees
Management of steering committees
Parking arrangements
Signage
Banners – design, print and erection
Collapsible fencing including erection and dismantling
Preparation/cleaning of site
External TV broadcasts, National and Provincial radio broadcasts and community radio broadcasts
Live feed (Large screen projection)
Media advertising
Installation of lightning conductors for events as and when required



34.1 Arrangement of various logistics

The Company will do all the arrangements for logistics and hospitality of the invites and will make all the bookings. The logistics will include but not limited to the following:

34.1.1 Hiring of Equipment

The Company will hire all the equipment as and when required for successful coordination of the events,

34.1.2 Engaging with Dignitaries

The Company shall be responsible for taking care of VIPs or performers for events. The Company will also arrange all logistics and hospitality for the same under department guide and protocols.

34.1.3 Invitation

The Company shall coordinate with the Department for Marketing Branding and Communication for designing of invitation and finalise the same with approval of the Department. The Company will also be responsible for preparing the guest list. With guide from the department

34.1.4 Videography and Photography

The Company will arrange for photography and videography of the event. Use of high-quality cameras and other technologies shall be provided by the Company.

34.1.5 Management and Monitoring

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

34.1.6 Any other related services

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

34.1.7 Project Duration

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



35. SITE VISIT / DUE DILIGENCE

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

36. PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

36.1 EVALUATION PROCEDURES - METHODOLOGY

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

Phase 1: Pre-qualification check

The pre-qualification check requires verification of compliance with:

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

Note: No points are allocated to this phase; however, proposals that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

Phase 2: Evaluation Criteria: proposals based on *Presentation*

CRITERIA	WEIGHT
<i>Quality and Completeness of Submittal</i>	10
<i>Qualifications and Experience</i>	20
<i>Proposed Approach and Methodology</i>	70
TOTAL	100

PHASE 2: Proposal Response

The following information must be submitted as your proposal response:

- (a) Do not alter any of the content.*
- (b) Do not exceed thirty (30) pages total.*
- (c) If these instructions are not adhered to, your proposal may be rejected.*



PHASE 2: QUALIFICATIONS AND EXPERIENCE - (20 Points)

- (a) Provide three positive written contactable client references on the referees' letter head, related planning service to over last five (5) years of Event Management Services which your company implemented, accompanied by contact name, contact information, detailed event description and event outcomes and must be signed by the delegated official or officials.
- (b) Identify your key team who will be involved in the City's event, including resumes and experience.
- (c) Company project manager's name and contact information.
- (d) Provide a brief background of your firm / company
- (e) Include any additional information related to your qualifications and experiences, and staff component

PHASE 2: PROPOSED APPROACH AND METHODOLOGY- (70 POINTS)

- (a) Convey your approach to planning and managing the Mangaung African Cultural Festival (**MACUFE**) event.
- (b) Describe your firm's staffing plan, workload (current and anticipated), and your firm's capacity to perform the requested services as per your budget and departmental schedule.
- (c) Outline your proposed project schedule, identifying any critical paths to accomplish the scope of work.
- (d) Convey all your approaches be it security plan, masses crowd control plan, vendors plan, Festival plan and any additional information needed for the event



PHASE 2: FINANCIAL CAPABILITIES

- (a) Provide your turn-key, lump sum price to plan and manage the MACUFE/

36.2 THE FOLLOWING EVALUATION METHOD WILL BE USED;

- (a) After the closing date of the bid invitation, appointed evaluation committee members of the Department and possibly other external experts (when necessary) will evaluate the proposals of the bidders.
- (b) The committee will individually or group engagement evaluate each of the bid proposals received against the appointed criteria as provided for in Preferential Procurement Policy Framework Act of 2005 (As amended).

36.3 PROSPECTIVE BIDDERS MUST NOTE THE FOLLOWING:

- (a) DSACR may request additional information, clarification or verification in respect of any information contained in or omitted from the proposal. This information will be requested in writing;
- (b) DSACR may conduct a due diligence on any Service provider, which may include interviewing customer references or other activities to verify a Service provider's information and capabilities (Including visiting the Service provider's various premises and/or sites to verify certain stated information and in this instance the Service) provider will be obliged to provide DSACR with all necessary access and assistance;
- (c) DSACR may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposal;
- (d) DSACR will evaluate the Proposals with reference to DSACR's set and approved evaluation criteria guided by the procurement policy as indicated. DSACR reserves the right to appoint a specialist/consultant to assist in performing such evaluations.

37. LOBBYING AND CANVASSING

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



SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SPORT, ARTS, CULTURE AND RECREATION)						
BID NUMBER:	SACRMACUFE2024		CLOSING DATE:	15 MARCH 2024	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF EVENTS MANAGEMENT SERVICE PROVIDERS OF MACUFE FOR A PERIOD OF THIRTY - SIX (36) MONTHS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
ZANA BUILDING						
34 CORNER HILL AND HENRY STREET						
BLOEMFONTEIN						
9300						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr MASISI		CONTACT PERSON	Mr RAMABULANA		
TELEPHONE NUMBER	066 474 7494		TELEPHONE NUMBER	083 707 0210		
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	masisi@sacr.fs.gov.za		E-MAIL ADDRESS	ramabulana.ta@sacr.fs.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NO						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.						



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



SBD 3.1

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 10:00	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)
----------	----------	-------------	---

1	_____	_____	R_____
---	-------	-------	--------

- | | | |
|---|--|--------------------------|
| - | 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



3. EVALUATION PROCESS

Phase 1:	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
Phase 2	Functionality (specification evaluation)
Phase 3:	80/20 preferential point system in terms of PPPR22 - 80 – Price (vat and all taxes included) - 20- Specific goals (BBBEE STATUS LEVEL) Refer to SBD6.1 Specific goals: <i>relevant in accordance with the B-BBEE Codes of Good Practice and the PPPFA that are contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability</i>

Phase 1: Administrative Compliance

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

Returnable Document/ Schedule	Mandatory (M) / Optional (O)
Signed SBD 1 form	M
Signed and completed SBD 3.1 form (pricing schedule)	M
Signed and completed SBD 4 form	M
Signed and completed SBD 6.1 form	M
Signed SBD 7.2	M
Valid BBBEE certificate, or sworn affidavit detailing annual turnover, in the case of EMEs and QSEs	O (preference points will not be allocated if not submitted)



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;



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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender (BBBEE 10 points, Specific goals 10 points)	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 tender)
B-BBEE Status Level of Contributor	10	
1	10	
2	9	
3	8	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	
Women Owned	2	
Youth	4	
People living with Disabilities	2	
HDI (Historical Disadvantage Individual)	2	



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....