



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
SPORT, ARTS AND CULTURE**

**TERMS OF REFERENCE
(TOR)**

CONTRACT NUMBER: DSAC 2023/24-B1

Description: SERVICES OF AN EVENT MANAGEMENT COMPANY FOR ORGANIZING, MARKETING, MANAGING AND EXECUTION OF MAPUNGUBWE ARTS FESTIVAL FOR THE 2023/24, 2024/25 AND 2025/26 FINANCIAL YEARS

CONTRACT PERIOD: 3 YEARS (36 MONTHS)

1. DEFINITIONS AND TERMS

- 1.1 In these Terms of Reference, unless the context indicates otherwise, a word or expression to which a meaning has been ascribed in the Terms of Reference, has the same meaning, and
- 1.2 **“Contract”** means an agreement entered into between the successful bidder(s) and the Limpopo Department of Sport, Arts and Culture where the successful bidder(s) agreed to render event management services as specified in the Terms of Reference. Such a contract will include all appendices to the main document and must conform to the Terms of Reference.
- 1.3 **“Bidder/Bidding entity”** means person or persons, partnership, Successful bidder, or firm who herewith submits a bona fide bid for the provision of event management services to the Department of Sport, Arts and Culture.
- 1.4 **“Department”** means Limpopo Department of Sport, Arts and Culture.
- 1.5 **“Local artist”** means all artists born in Limpopo.
- 1.6 **“Visiting choir”** means choir outside of Limpopo Province.
- 1.7 **“Upcoming artists”** means artists who are still developing in creative industry within Limpopo Province.
- 1.5 Words in the singular shall also include words in the plural and vice versa and words denoting the male gender shall be interpreted as also referring to the female gender where the context permits.

2. INVITATION TO BID

- 2.1 An invitation is hereby made to suitably qualified service providers to submit proposals for the organizing, marketing, managing and execution of Mapungubwe Arts Festival.

3. DURATION OF CONTRACT

- 3.1 The contract period is 3 years (36 Months)

4. BACKGROUND AND INTRODUCTION

- 4.1 The purpose of the Mapungubwe Arts Festival is specifically to promote social cohesion and nation building by bringing together the diverse cultures of Limpopo, through the exhibition of dance, music, arts, film and video, and craft. The Department of Sport, Arts and Culture

invites interested bidders who will be responsible for organizing, marketing, managing and execution of the Mapungubwe Arts Festival. The Department requires bidders with the necessary resources, skills, and relevant experience to execute the Mapungubwe Arts Festival, 2023/24, 2024/25, 2025/26 financial years.

4.2 The Festival will take place in the designated venues in Limpopo Province for the coming three financial years. The Department together with the bidder/bidding entity will identify the designated venues and the bidder/bidding entity will be responsible to pay for the designated venues.

4.3 The Department in consultation with the service provider will determine the implementation dates and times of all Mapungubwe activities on signing Service Level Agreement.

5. SCOPE OF WORK

5.1 The successful bidder is expected to —

- 5.1.1 develop a detailed proposal on how they would organize, market, manage and execute the festival for each financial year;
- 5.1.2 provide a detailed cost breakdown of all the items listed in this specification.
- 5.1.3 indicate their level of expertise in their proposal in organizing similar events and demonstrate their ability to successfully execute the task;
- 5.1.4 showcase their understanding of the socio-economic demographic of the province and how the festival will be utilized to promote arts, culture, and heritage in the Province.
- 5.1.5 indicate media partnerships that will be engaged in the marketing of the Festival;
- 5.1.6 present the proposal at the Department premises in Polokwane; and
- 5.1.7 sign a binding service level agreement that will cover the duration of the three financial years.
- 5.1.8 to develop a risk and security management plan for the festival and execution of the plan.

5.2 The Mapungubwe Arts Festival for 2023/24, 2024/25,2025/26 consists of the following activities and events:

- 5.2.1 Mapungubwe District build up events
- 5.2.2 Mapungubwe Media Launch
- 5.2.3 Mapungubwe Festival Communications and Marketing
- 5.2.4 Mapungubwe Photography and Videography Services
- 5.2.5 Mapungubwe Cultural Carnival
- 5.2.6 Mapungubwe Marathon
- 5.2.7 Mapungubwe Craft Market Exhibition

- 5.2.8 Mapungubwe Film and Video Festival
- 5.2.9 Mapungubwe Theatre/Drama, and Poetry
- 5.2.10 Mapungubwe Divas and Youth Festival
- 5.2.11 Mapungubwe Choral Festival
- 5.2.12 Mapungubwe Comedy Night
- 5.2.13 Mapungubwe Music Festival
- 5.2.14 Mapungubwe Cup

The service provider will be expected to provide all the services as detailed in the following table and make all the necessary payments:

Item No	Description of event	Services required	Venue	Service Standard
5.2.1	Mapungubwe District build up events 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Contract and remunerate 50 cultural groups (10 per district) , 25 local upcoming artists (5 per district), 10 drama (2 per district), 10 comedy (2 per district), 25 exhibitors (5 per district), 10 film makers (2 per district) and 10 poetry (2 per district) to participate in the District build up events and, (b) Liaise with artists for their technical riders and other logistical requirements (The performance fee must include transport and catering costs); and (c) Provide Catering for 500 (100 per district) LOC Members (d) Co-ordinate and manage the Joint Operation	(a) Venue will be identified by the Department (b) The Service Provider will secure and pay for the venue. (c) Performing artists shall be identified by the Department. (d) A programme shall be held in each district.	The Service Provider must comply with the following service standards: a) Catering must be in accordance with specification in clause 5.3.8 b) The Mini stage size must be 6 x 6 meters. The stage must be of the highest quality and should be safe to use; c) Ensure compliance with the Safety at

		Committee that will be responsible for traffic regulation, sufficient ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010. (e) Arrange public liability insurance for 1000 people per district. (f) Erect a mini stage; (g) Provide stretch tents; (h) Provide an open air sound system to cater for 1 000 people per district with speakers that will ensure that artists are audible from all sides; (i) Provide a full back-line for live performances; (j) Provide cleaning service after the event; (k) Provide Security guards (l) Provide Portable toilets		Sports and Recreational Events Act, 2010; d) Stretch tents must be according to specification under item 5.3.7 e) Security guards must be according to specification 5.3.6 f) Portable toilets must be according to specification 5.3.1 g) Cleaning service must be according to specification 5.3.2
5.2.2	Mapungubwe Media Launch: 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Advertise, market, develop communication content, manage, and execute media launch in 2023/2024/2025.	Venue will be identified by the Department and the service provider will secure and pay for the venue	The Service Provider must comply with the following service standards: (a) Catering must be in accordance

		The Department will provide further details of the launch which includes names of artists to perform during the Mapungubwe Arts festivals. (b) Design and print media invites, invite media houses, stakeholders, and partners in consultation with the Department. List will be provided by the Department. (c) Design and print media launch posters, individual artist poster, all Mapungubwe activities poster, invite identified artists by the Department for the media launch. (d) Provide Catering for 150 people. (e) Provide sound as per technical riders.		with specification 5.3.8 (b) The ramp stage size must be 4 x 3 meters. The stage must be of the highest quality and should be safe to use; (c) Ensure that the stage is safe and compliant with the Safety at Sports and Recreational Events Act, 2010. (d) Provide Sound System as per technical riders
5.2.3	Mapungubwe Festival Communication and Marketing, 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Market the Mapungubwe Festival using, amongst others, the radio, television, electronic print media,		The Department must proof-read and approve samples prior to publications. All marketing, advertising, public relations, and communications

		digital and social media prior to and during the festival. (b) Designing of electronic posters and flyers for all the Mapungubwe activities. (c) Printing and distribution of 1000 A1 Correx Posters and 10,000 A5 Flyers (printed double-sided) will be for the overall festival mentioning all activities and individual activities as per event. (d) Supply and deliver 5 mobile trailers (A Frame mobile trailers, 2x2 meters, printed on both sides) The service provider is expected to print, manage the processes of assembling them in the morning and removing them in the evening daily. (e) Provide 3 x2 meters 30 cloth banners, printed in full colour, one sided to be placed in all districts. (Areas to be agreed with the Department) (f) Provide robot blitz (6 x motorbikes and motorcade) three		activities shall be agreed upon between the Department and the service provider. Marketing of the event and the frequency of adverts shall commence on a date as agreed between the Department and bidder/bidding entity and this should not be less than two months before the event
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		Fridays before the main event in all identified strategic points by the Department in Polokwane.		
5.2.4	Mapungubwe Photography and Videography Services	The Service Provider is required to: (a) Produce snippets/ short videos on daily activities for all events and post on social media and the Departmental website. (b) Manage daily alerts on social media including and not limited to Facebook, twitter, Instagram etc. (c) Post profiles for all artists on social media daily after the media launch. (d) Photographer and a videographer for all events		(a) The snippets to be provided are for pre, during and post events (b) The Service Provider will be expected to provide a video and digital photograph of all events and submit to the Department at the end of every event. (i.e. ten USB and a link)

5.2.5	Mapungubwe Cultural Carnival: 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (m) Contract and remunerate 25 cultural groups (5 per district) and 10 local upcoming artists (2 per district) to participate in the event and organise and manage the opening Carnival; and (n) Liaise with artists for their technical riders and other logistical requirements (The performance fee must include transport costs); and (o) Co-ordinate and manage the Joint Operation Committee that will be responsible for traffic regulation, sufficient ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010. (p) Arrange public liability insurance for 3000 people (q) Provide Catering for 1000 (mass and artists) and 100 VIP. (r) Erect a mini stage; (s) Provide lighting on stage; (t) Provide marquee tents; (u) Provide an open air sound system to cater for	(e) The main festival will be opened with a street carnival at a venue that will be identified by the Department. (f) The Service Provider will secure and pay for the venue and route. (g) The walking distance of the carnival shall be approximately 5km. (h) Performing artists shall be identified by the Department. (i) A formal programme shall be held at the end of the carnival	The Service Provider must comply with the following service standards: h) Catering must be in accordance with specification in clause 5.3.8 i) The Mini stage size must be 10 x 10 meters. The stage must be of the highest quality and should be safe to use; j) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010; k) Marquee tents must be according to specification under item 5.3.7 l) Accreditation must be
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		2 000 people with speakers that will ensure that artists are audible from all sides; (v) Provide a full back-line for live performances; (w) Provide accreditation; (x) Provide cleaning service after the event; (y) Provide signage. (z) Provide Security guards (aa) Provide Portable toilets		according to specification 5.3.9 m) Security guards must be according to specification 5.3.6 n) Portable toilets must be according to specification 5.3.1 o) Cleaning service must be according to specification 5.3.2 and p) Signage must be according to specification 5.3.3
5.2.6	Mapungubwe Marathon 2023/2024 2024/2025 2025/2026	The Service Provider is required to: a) Coordinate the race for 5km, 10km, and 21km b) Provide Mineral Bottled Water 500ml, and sachet water 150ml in each station	(a) The Service Provider will secure and pay for the venue and route. (b) The running distance of the Marathon shall be	The Service Provider must comply with the following service standards: a) The Mini stage size must be 6 x 10 meters. The stage must be of

		c) Provide water stations each 5km and 2km for 5km runners d) Provide 1000 t-shirts branded Mapungubwe Marathon e) Provide 1000 racing numbers for athletes f) Co-ordinate and manage the Joint Operation Committee that will be responsible for traffic regulation, sufficient ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010. g) Arrange public liability insurance for 1000 people h) Provide medals (1000) branded Mapungubwe. i) Provide ramp stage and podium j) Provide Stretch tents; k) Provide an open air sound system to cater for 1 000 people with speakers that will ensure that artists are audible from all sides;	5km, 10km, and 21km.	- the highest quality and should be safe to use; b) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010; c) Security guards must be according to specification 5.3.6 d) Portable toilets must be according to specification 5.3.1 e) Cleaning service must be according to specification 5.3.2 and f) Signage must be according to specification 5.3.3
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		l) Provide cleaning service after the event; m) Provide signage. n) Provide Security guards o) Provide Portable toilets		
5.2.7	Mapungubwe Craft Market Exhibition Craft exhibitions and performing arts will be held. The public will be allowed to visit the stalls for buying art works and to attend sessions of cultural group dance. 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Liaise with the Departmental Cultural Officers, collect artefacts from the five provincial districts and to transport the exhibitors to the venue; (b) Contract and remunerate various cultural groups to participate during the exhibition (performance fee must include transport costs); and (c) Provide insurance to cover any damage or loss of the artefacts (d) Arrange public liability insurance for 100 people (e) Provide accommodation for 50 exhibitors for the duration of the exhibition of 06 days;	Venue will be identified by the Department and the service provider will secure and pay for the venue.	(a) Accommodation must have a tourism star grading of not less than 3 stars which must include bed, breakfast, dinner, and parking (b) Catering must be in according to the specification under clause 5.3.8 (c) Marquee tents must be according to the specification 5.3.7 (d) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010

		(f) Provide catering for 60 People (Lunch only for 5 days) (g) Provide marquee tents; 100 chairs and 60 rectangular tables. The exhibition marquee should have sufficient power supply for exhibitors; (h) Provide 3x3 meter cubicles for 50 exhibitors (i.e. 50 cubicles). The exhibition marquee must have an air conditioner, wooden flooring, and carpeting. (i) Provide security guards for the duration of 05 days of the exhibition; (j) Provide accreditation; (k) Provide portable toilets; (l) Provide cleaning service; (m) Provide signage (n) Provide crowd control barriers.		(e) Security guards must be according to specification 5.3.6 (f) Accreditation must be according to specification 5.3.9 (g) Portable toilets must be according to specification 5.3.1 (h) Cleaning service must be according to specification 5.3.2; and (i) Signage must be according to specification 5.3.3 (j) Crowd control barriers must be according to specification 5.3.5
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5.2.8	Mapungubwe Film and Video Festival and Workshop 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Contract and remunerate facilitator to workshop 250 film makers; (b) Pay for the venue and conference package (Including Lunch) and dinner for the Film and Video workshop of 250 people; and (c) Liaise with artists for their technical riders and other logistical requirements for the screening of films for 250 people (d) Pay for the venue and technical riders (such as overhead projector, screen) for screening of films for 250 people; and (e) Coordinate and manage the Joint Operation Committee that will be responsible for traffic regulation, ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010; and (f) Coordinate, marketing,	Venue for the workshop and screening of films and dates will be identified by the Department and the bidder/bidding entity will secure and pay for the venues	(a) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010 (b) Security guards must be according to specification 5.3.6 (c) Portable toilets must be according to specification 5.3.1 (d) Cleaning service must be according to specification 5.3.2; and (e) Signage must be according to specification 5.3.3 (f) The parking area must be managed according to specification 5.3.4
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		management and execution of the film and video performance; (g) Provide the technical riders for the performing artists; (h) Provide a PA system for 250 people; (i) Provide security guards;		
5.2.9	Mapungubwe Theatre/Drama, and Poetry 2023/2024 2024/2025 2025/2026	The Service Provider is required to: a) Secure and pay for the venue which can accommodate 500 people b) Contract and remunerate 10 theatre groups (5 upcoming, local and 5 developed, local) and 10 poets (5 upcoming local and 5 developed local) to participate in the events; and c) Liaise with artists for their technical riders and other logistical requirements. The Department will identify the venue and date and the bidder/bidding entity will secure and pay for the venue;	Venue and date to be identified by the Department. The bidder/bidding entity will secure and pay for the venue	(a) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010 (b) Security guards must be according to specification 5.3.6 (c) Portable toilets must be according to specification 5.3.1 (d) Cleaning service must be according to specification 5.3.2; and

		d) Coordinate and manage the Joint Operation Committee that will be responsible for traffic regulation, sufficient ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010; and e) Coordinate, marketing, management and execution of the theatre/drama and poetry performance f) Provide the technical riders for the performing artists; g) Provide a PA system for 500 people;		(e) Signage must be according to specification 5.3.3 (f) The parking area must be managed according to specification 5.3.4
5.2.10	Mapungubwe Divas and Youth Festival 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Coordinate, marketing, management and execution of Divas and Youth Festival; (b) Contracting, management and remunerations of 08 artists for Divas festival (03 national and 05 provincial - 01 per district). The	Venue and date to be Determined by Department	(a) Accommodation must have a tourism star grading of not less than 3 stars which must include bed, breakfast, and dinner (b) Catering must be according to the

		artists will be identified by the Department and the bidder/bidding entity will secure and pay the artists. (c) Contracting, management and remunerations of 08 artists for youth festival (03 national and 05 provincial – 01 per district). The artists will be identified by the Department and the Service Provider will secure and pay the artists. (d) Coordinating and managing of the Joint Operation Committee that will be responsible for traffic regulation, ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010; and (e) Liaison with artists for their technical riders, time for performance and other logistical requirements. (f) Arrange public liability insurance for 5000 people		specification 5.3.8 (c) Marquee tents must be according to the specification 5.3.7 (d) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010 (e) Security guards must be according to specification 5.3.6 (f) Accreditation must be according to specification 5.3.9 (g) Portable toilets must be according to specification 5.3.1 (h) Cleaning service must be according to
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		(g) Provide technical riders for artists; (h) Provide Catering for 260 artists and 50 VIP (i) Provide Sound and stage (j) Provide accommodation for artists who will perform after 20h00 and who reside more than 250 km radius from Polokwane; (k) Provide audio visual screens and speakers that will ensure that the artists are visible and audible from all sides; (l) Provide Marquee tents (m) Provide security guards; (n) Provide accreditation; (o) Provide portable toilets; (p) Provide cleaning service; (q) Provide signage; (r) Provide crowd control barriers; and (s) Management of parking area.		specification 5.3.2; and (i) Signage must be according to specification 5.3.3 (j) Crowd control barriers must be according to specification 5.3.5 (k) The parking area must be managed according to specification 5.3.4 (l) Sound and stage, audio visual screen and speakers as per Annexure B
5.2.11	Mapungubwe Choral Festival 2023/2024 2024/2025	The Service Provider is required to:	Venue and date to be determined by Department. The bidder/bidding entity	(a) Accommodation must have a tourism star

	2025/2026	(a) Coordinate, management, and execution of the Choral Music Festival. (b) Contracting, management and remunerations of 13 choirs (05 upcoming local, 07 developed local and 01 visiting choir) as agreed with the Department. (c) Coordinating and managing of the Joint Operation Committee that will be responsible for traffic regulation, ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010; and (d) Liaison with artists for their technical riders, time for performance and other logistical requirements (e) Arrange public liability insurance for 5000 people (f) Provide technical riders for artists; (g) Provide Catering for 1000 choir members and 50 for VIP (h) Provide Sound and Stage	will secure and pay for the venue	grading of not less than 3 stars which must include bed, breakfast, and dinner (b) Catering must be according to the specification under clause 5.3.8 (c) Marquee tents must be according to the specification 5.3.7 (d) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010 (e) Security guards must be according to specification 5.3.6 (f) Accreditation must be according to
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		(i) Provide audio visual screens and speakers that will ensure that the artists are visible and audible from all sides; (j) Provide security guards; (k) Provide accreditation. (l) Provide portable toilets; (m) Provide cleaning services (n) Provide signage; (o) Provide crowd control barriers; (p) Management of parking area. (q) Provide A3 Framed certificate of participation to all choirs		specification 5.3.9 (g) Portable toilets must be according to specification 5.3.1 (h) Cleaning service must be according to specification 5.3.2; and (i) Signage must be according to specification 5.3.3 (j) Crowd control barriers must be according to specification 5.3.5 (k) The parking area must be managed according to specification 5.3.4 (l) Sound and stage as per Annexure B
5.2.12	Mapungubwe Comedy Night 2023/2024	The Service Provider is required to:	Venue and date to be Determined by Department and the	(a) Ensure compliance with the

	2024/2025 2025/2026	a) Contract and remunerate 10 comedians (5 developed, local and 5 upcoming, local) to participate in the events; and b) Liaise with artists for their technical riders, time for performance and other logistical requirements; c) Coordinate and manage the Joint Operation Committee that will be responsible for traffic regulation, ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010; and d) Coordinating, management and execution of the comedy performance; e) Provide the technical riders for the performing artists; f) Provide Sound system for 1000 people; g) Provide Security guards h) Provide accreditation i) Provide cleaning services	bidder/bidding entity will secure and pay for the venue.	Safety at Sports and Recreational Events Act, 2010 (g) Security guards must be according to specification 5.3.6 (h) Accreditation must be according to specification 5.3.9 (i) Cleaning service must be according to specification 5.3.2; and (j) The parking area must be managed according to specification 5.3.4
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5.2.13	Mapungubwe Music Festival 2023/2024 2024/2025 2025/2026	The Service Provider is required to: (a) Coordinate, management and execution of the Music Festival; (b) Contracting, management and remunerations of 20 artists (5 upcoming local, 8 developed local and 7 national) as agreed with the Department. (c) Coordinating and managing of the Joint Operation Committee that will be responsible for traffic regulation, ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010; and (d) Liaison with artists for their technical riders, time for performance and other logistical requirements. (e) Arrange public liability insurance for 20000 people (f) Provide technical riders for artists;	(a) Venue and date to be Determined by Department. The bidder/bidding entity will secure and pay for the venue (b) The service provider will be required to cover the pitch (100m x 140m) with pitch cover if required.	(a) Accommodation must have a tourism star grading of not less than 3 stars which must include bed, breakfast, and dinner (b) Catering must be according to the specification under clause 5.3.8 (c) Marquee tents must be according to the specification 5.3.7 (d) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010 (e) Security guards must be according to specification 5.3.6
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		(g) Provide catering for 300 artists and 100 VIP (h) Provide Sound and stage (i) Provide accommodation for artists who will perform after 20h00 and who reside more than 250 km radius from Polokwane (j) Provide audio visual screens and speakers that will ensure that the artists are visible and audible from all sides; (k) Provide security guards; (l) Provide accreditation; (m) Provide portable toilets; (n) Provide cleaning service; (o) Provide signage; (p) Provide crowd control barriers; (q) Management of parking area.		(f) Accreditation must be according to specification 5.3.9 (g) Portable toilets must be according to specification 5.3.1 (h) Cleaning service must be according to specification 5.3.2; and (i) Signage must be according to specification 5.3.3. (j) Crowd control barriers must be according to specification 5.3.5 (k) The parking area must be managed according to specification 5.3.4
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				(l) Sound and stage as per Annexure B
5.2.14	Mapungubwe Cup 2023/2024 2024/2025 2025/2026	The Service Provider is required to: a) Coordinate two Rugby teams to play during Mapungubwe Cup. b) Provide medals (100) branded Mapungubwe c) Provide Catering for 100 people and VIP 50. d) Provide Rugby kit and balls (08) for the two teams e) Provide Mineral Bottled Water for athletes f) Co-ordinate and manage the Joint Operation Committee that will be responsible for traffic regulation, sufficient ambulance services and matters provided for in the Safety at Sports and Recreational Events Act, 2010. g) Arrange public liability insurance for 5000 people	a) The Service Provider will secure and pay for the venue	The Service Provider must comply with the following service standards: a) Ensure compliance with the Safety at Sports and Recreational Events Act, 2010; b) Security guards must be according to specification 5.3.6 c) Portable toilets must be according to specification 5.3.1 d) Cleaning service must be according to specification 5.3.2 and e) Signage must be according to

		h) Provide both rugby teams with medals and trophy for the winning team branded Mapungubwe. i) Provide an open air sound system to cater for 5 000 people with speakers that will ensure that artists are audible from all sides; j) Provide cleaning service after the event; k) Provide signage. l) Provide security guards m) Provide portable toilets		specification 5.3.3
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5.3	SPECIFICATIONS FOR SERVICES THAT MUST BE RENDERED The service provider must provide the following services :							
5.3.1	Portable Chemical Toilets • Ordinary flushable portable chemical toilets to cater for the attending masses at each of the outdoor venues listed in 5.2.1 to 5.2.13 • VIP, 2-in-1 flushing chemical toilets at each of the outdoor venues listed in 5.2.1 to 5.2.13 • Ensure that the toilets are constantly serviced and maintained for cleanliness and provision of toilet paper on the days of the events listed in 5.2.1 to 5.2.13 • All toilets must be at the venue 24hours prior to the event <table><tr><th>Event</th><th>Quantity and Description</th></tr><tr><td>Mapungubwe District build up events</td><td> • X 30 (06 per district) ordinary flushable portable chemical toilets • X 05 (01 per district) VIP, 2-in-1 flushing chemical toilets </td></tr><tr><td>Mapungubwe Carnival From 08:00am to 17:00pm</td><td> • X 06 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets </td></tr></table>		Event	Quantity and Description	Mapungubwe District build up events	• X 30 (06 per district) ordinary flushable portable chemical toilets • X 05 (01 per district) VIP, 2-in-1 flushing chemical toilets	Mapungubwe Carnival From 08:00am to 17:00pm	• X 06 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets
Event	Quantity and Description							
Mapungubwe District build up events	• X 30 (06 per district) ordinary flushable portable chemical toilets • X 05 (01 per district) VIP, 2-in-1 flushing chemical toilets							
Mapungubwe Carnival From 08:00am to 17:00pm	• X 06 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets							

	Mapungubwe Marathon From 06:00am to 17:00pm	• X 10 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Craft Market and Exhibitions From 06:00am to 18h00pm day shift From 18h00pm to 06h00am night shift	• X 02 ordinary flushable portable chemical toilets
	Mapungubwe Film and Video Festival and Workshop From 08:00am to 00:00am	• X 02 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Theatre, Drama and Poetry From 17:00pm to 00:00am	• X 02 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Divas and Youth Festival From 12:00pm to 10:00 am the following day	• X 30 ordinary flushable portable chemical toilets • X 06 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Comedy Night From 17:00pm to 00:00am	• X 02 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Choir Music Festival From 10:00am to 10:00am the following day	• X 04 ordinary flushable portable chemical toilets • X 02 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Music Festival From 10:00am to 10:00am the following day	• X 50 ordinary flushable portable chemical toilets • X 12 VIP, 2-in-1 flushing chemical toilets
	Mapungubwe Cup From 08:00am to 17:00pm	• X 05 ordinary flushable portable chemical toilets • X 01 VIP, 2-in-1 flushing chemical toilets

5.3.2	Cleaning Service • Cleaning services is required to maintain the cleanliness of the festival venues, which includes cleaning of site (before, during and after event). • Secure from the municipality a total of 20 x refuse bins and collection services at the various venues through the duration of the events <table border="1"> <thead> <tr> <th>Event</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>Mapungubwe District build up events</td><td>20 Cleaners (04 per district)</td></tr> <tr> <td>Mapungubwe Carnival From 8:00am to 17:00pm</td><td>04 Cleaners</td></tr> <tr> <td>Mapungubwe Marathon From 6:00am to 17:00pm</td><td>20 Cleaners</td></tr> <tr> <td>Mapungubwe Craft Market and Exhibitions From 06:00am to 18h00pm day shift From 18h00 to 06h00am night shift</td><td>02 Cleaners</td></tr> <tr> <td>Mapungubwe Film and Video Festival From 18:00pm to 00:00am</td><td>02 Cleaners</td></tr> <tr> <td>Mapungubwe Theatre, Drama and Poetry From 17:00pm to 00:00am</td><td>01 Cleaner</td></tr> <tr> <td>Mapungubwe Divas and Youth Festival From 12:00am to 10:00am the following day</td><td>15 Cleaners</td></tr> <tr> <td>Mapungubwe Comedy Night From 17:00pm to 00:00am</td><td>02 Cleaners</td></tr> <tr> <td>Mapungubwe Choral Music Festival From 10:00am to 10:00am the following day</td><td>04 Cleaners</td></tr> <tr> <td>Mapungubwe Music Festival From 10:00am to 10:00am the following day</td><td>30 Cleaners</td></tr> <tr> <td>Mapungubwe Cup From 8:00am to 17:00pm</td><td>20 Cleaners</td></tr> </tbody> </table>	Event	Quantity	Mapungubwe District build up events	20 Cleaners (04 per district)	Mapungubwe Carnival From 8:00am to 17:00pm	04 Cleaners	Mapungubwe Marathon From 6:00am to 17:00pm	20 Cleaners	Mapungubwe Craft Market and Exhibitions From 06:00am to 18h00pm day shift From 18h00 to 06h00am night shift	02 Cleaners	Mapungubwe Film and Video Festival From 18:00pm to 00:00am	02 Cleaners	Mapungubwe Theatre, Drama and Poetry From 17:00pm to 00:00am	01 Cleaner	Mapungubwe Divas and Youth Festival From 12:00am to 10:00am the following day	15 Cleaners	Mapungubwe Comedy Night From 17:00pm to 00:00am	02 Cleaners	Mapungubwe Choral Music Festival From 10:00am to 10:00am the following day	04 Cleaners	Mapungubwe Music Festival From 10:00am to 10:00am the following day	30 Cleaners	Mapungubwe Cup From 8:00am to 17:00pm	20 Cleaners
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5.3.3	Signage • All areas should be properly demarcated and with appropriate printed signage as agreed with the Department. • All signage should be printed and branded with Departmental logo on waterproof boards (A1 Size X 20) and must be always clearly visible. • Please note that signage will become the property of the Department after the event.																								
5.3.4	Parking • Ensure that parking areas are demarcated for VIP, service providers, working staff, performing artists, police, and the public. Special arrangement must be made for persons with disabilities to ensure that they will be able to park close to the entrance.																								

	Control entrance and exit of parking areas to ensure people park in the correct demarcated areas																																	
5.3.5	Crowd control barriers Provide proper crowd control barriers around the stage and VIP sitting and dining areas during the event listed on paragraph 5.2.1 to 5.2.13 for 2023/24, 2024/25, 2025/26 Crowd barriers must be of good quality (as per SABS approved standard) and 1000 meters in total length and 1m height.																																	
5.3.6	Security Contract with private security services and marshals for all the events as stipulated hereunder: <table><tr><th>Venue and date</th><th>Security Guards</th><th>Grading</th></tr><tr><td>Mapungubwe District build up events</td><td>100 guards (20 per district)</td><td>X 10 armed grade C X 90 unarmed grade C</td></tr><tr><td>Mapungubwe Carnival From 8:00am to 17:00pm</td><td>20 guards</td><td>X 02 armed grade C X 18 unarmed grade C</td></tr><tr><td>Mapungubwe Marathon From 06h00 am to 17:00pm</td><td>20 guards</td><td>X 02 armed grade C X 18 unarmed grade C</td></tr><tr><td>Mapungubwe Craft Market and Exhibitions From 06:00am to 18h00pm day shift From 18h00pm to 06h00am night shift</td><td>01 armed guard and 1 unarmed for day shift per day for a period of 5 days 02 armed guards for night shift per day for a period of 5 days</td><td>X 10 armed grade C X 10 unarmed grade C</td></tr><tr><td>Mapungubwe Film and Video Festival and Workshop From 08:00am to 00:00am</td><td>01 armed guard for day shift for one day 01 unarmed guard for night shift for one day</td><td>X 01 armed grade C X 01 unarmed grade C</td></tr><tr><td>Mapungubwe Theatre, Drama and Poetry From 17:00pm to 00:00am</td><td>10 guards</td><td>X 02 armed grade C X 08 unarmed grade C</td></tr><tr><td>Mapungubwe Divas and Youth Festival From 12:00am to 10:00am the following day</td><td>220 guards (70 guards day shift and 150 guards night shift). Must be rotated at 18:00pm and 24:00pm</td><td>X 20 armed grade C X 200 unarmed grade C</td></tr><tr><td>Mapungubwe Comedy Night From 17:00pm to 00:00am</td><td>10 guards</td><td>X 04 armed grade C X 06 unarmed grade C</td></tr><tr><td>Mapungubwe Choral Music Festival From 08:00am to 18:00pm</td><td>10 guards</td><td>X 04 armed grade C X 06 unarmed grade C</td></tr><tr><td>Mapungubwe Music Festival From 10:00am to 10:00am the following day</td><td>220 guards (70 guards day shift and 150 guards night shift). Must be rotated at 18:00pm and 24:00pm</td><td>X 20 armed grade C X 200 unarmed grade C</td></tr></table>	Venue and date	Security Guards	Grading	Mapungubwe District build up events	100 guards (20 per district)	X 10 armed grade C X 90 unarmed grade C	Mapungubwe Carnival From 8:00am to 17:00pm	20 guards	X 02 armed grade C X 18 unarmed grade C	Mapungubwe Marathon From 06h00 am to 17:00pm	20 guards	X 02 armed grade C X 18 unarmed grade C	Mapungubwe Craft Market and Exhibitions From 06:00am to 18h00pm day shift From 18h00pm to 06h00am night shift	01 armed guard and 1 unarmed for day shift per day for a period of 5 days 02 armed guards for night shift per day for a period of 5 days	X 10 armed grade C X 10 unarmed grade C	Mapungubwe Film and Video Festival and Workshop From 08:00am to 00:00am	01 armed guard for day shift for one day 01 unarmed guard for night shift for one day	X 01 armed grade C X 01 unarmed grade C	Mapungubwe Theatre, Drama and Poetry From 17:00pm to 00:00am	10 guards	X 02 armed grade C X 08 unarmed grade C	Mapungubwe Divas and Youth Festival From 12:00am to 10:00am the following day	220 guards (70 guards day shift and 150 guards night shift). Must be rotated at 18:00pm and 24:00pm	X 20 armed grade C X 200 unarmed grade C	Mapungubwe Comedy Night From 17:00pm to 00:00am	10 guards	X 04 armed grade C X 06 unarmed grade C	Mapungubwe Choral Music Festival From 08:00am to 18:00pm	10 guards	X 04 armed grade C X 06 unarmed grade C	Mapungubwe Music Festival From 10:00am to 10:00am the following day	220 guards (70 guards day shift and 150 guards night shift). Must be rotated at 18:00pm and 24:00pm	X 20 armed grade C X 200 unarmed grade C
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	Mapungubwe Cup From 8:00am to 17:00pm	110 guards	X 10 armed grade C X 100 unarmed grade C															
	The company providing security services must be registered and remain in good standing with PSIRA for the duration of this contract. The Department reserves the right to, at any time, call upon the security services to produce Grade C PSIRA certificate in good standing, Valid COIDA certificate, Valid UIF and CK. The security service providers must have training on event management. The bidder must comply with all legislation applicable to the rendering of the services and ensure continuity of the services. The Department reserves the right to perform vetting on security guards and security service provider two (2) weeks before the event.																	
5.3.7	MARQUEES/TENTS ALL MARQUEE TENTS MUST BE AIRCONDITIONED, WITH COMPLIANCE AND ENGINEER CERTIFICATE, FIRE EXTINGUSHERS (IN TERMS OF SABS STANDARDS AND ANY OTHER RELEVANT STANDARDS) AND MUST BE ERECTED 24 HOURS BEFORE THE EVENT																	
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	Mapungubwe Festival	Music	X 11 Marquees tents	X 04 tents of 20x10 metres each Free standing glass front Each tent must have 50 cocktail chairs, 15 cocktail tables, 6 comfortable seating coaches, 3 centre tables and 3 serving tables X 07 tents of 10x10 metres each Free standing glass front Each tent must have 30 cocktail chairs, 12 cocktail tables, 7 comfortable seating coaches, 3 centre table and 3 serving tables												
5.3.8	Catering specifications NB! All prices must be aligned to the latest austerity measures as per treasury instruction															
	<table><tr><th>Venue and date</th><th>Quantity</th><th>Catering required</th></tr><tr><td>Mapungubwe District Build up events</td><td>X 500 (100 per district)</td><td> - Provide lunch packs and water for 500 LOC and participants. The lunch packs must be served in a disposable / recyclable container and must consist of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 250), Assorted soft drinks (300ml x 250) and bottled mineral water (500ml x 500) </td></tr><tr><td>Media Launch</td><td>X 150 people</td><td> 2 vegetables, 2 starches, 2 types of meat, 2 salads, desert, 100% juice (330ml x 75), Assorted soft drinks (300ml x 75) and bottled mineral water (500ml x 150) </td></tr><tr><td>Mapungubwe Carnival</td><td>X 1000 Carnival participants</td><td> - Provide lunch packs and water for 1000 carnival participants. The lunch packs must be served in a disposable / recyclable container and must consist of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 500), Assorted soft </td></tr></table>				Venue and date	Quantity	Catering required	Mapungubwe District Build up events	X 500 (100 per district)	Provide lunch packs and water for 500 LOC and participants. The lunch packs must be served in a disposable / recyclable container and must consist of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 250), Assorted soft drinks (300ml x 250) and bottled mineral water (500ml x 500)	Media Launch	X 150 people	2 vegetables, 2 starches, 2 types of meat, 2 salads, desert, 100% juice (330ml x 75), Assorted soft drinks (300ml x 75) and bottled mineral water (500ml x 150)	Mapungubwe Carnival	X 1000 Carnival participants	Provide lunch packs and water for 1000 carnival participants. The lunch packs must be served in a disposable / recyclable container and must consist of the following: 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 500), Assorted soft
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			Sandwiches, muffins and scones, Tea and coffee, • Lunch 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 125), Assorted soft drinks (300ml x 125) and bottled mineral water (500ml x 250) • Dinner 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 125), Assorted soft drinks (300ml x 125) and bottled mineral water (500ml x 250)
	Mapungubwe Choral Music Festival	X 1000 artists X 50 VIP guests lunch	• 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 500), Assorted soft drinks (300ml x 500) and bottled mineral water (500ml x 1000) • 2 vegetables, 2 starches, 2 types of meat, a salad, desert, 100% juice (330ml x 25), Assorted soft drinks (300ml x 25) and bottled mineral water (500ml x 50)
	Mapungubwe Music Festival	X 200 artists and JOC X100 guests VIP Dinner	• 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 100), Assorted soft drinks (300ml x 100) and bottled mineral water (500ml x 200) • 2 vegetables, 2 starches, 2 types of meat, a salad, desert, 100% juice (330ml x 50), Assorted soft drinks (300ml x 50) and bottled mineral water (500ml x 100) • Morning tea

			Sandwiches, muffins and scones, Tea, and coffee, • Lunch 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 125), Assorted soft drinks (300ml x 125), and bottled mineral water (500ml x 250) • Dinner 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 80), Assorted soft drinks (300ml x 80) and bottled mineral water (500ml x 160)
Mapungubwe Cup	X100 people		• Lunch 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 50), Assorted soft drinks (300ml x 50), bottled mineral water (500ml x 100)
	X50 VIP		• 2 vegetables, 2 starches, 2 types of meat, 100% juice (330ml x 25), Assorted soft drinks (300ml x 25), bottled mineral water (500ml x 500)
	X100 athletes		• Mineral Bottled Water 500ml x 200
The service provider should ensure that meals should cater for kosher, halaal, vegetarians, diabetics, and any other dietary requirements. All catering must meet hygienic standards and be fresh and of good quality. The menu must be finalized with the Department.			
5.3.9	Accreditation specifications Provide colour printed accreditation for invited guests for the following: - Mapungubwe Cultural Carnival: 100 Coloured branded wrist bands - Mapungubwe Craft Market and Exhibitions: 60 Coloured branded Wrist bands - Mapungubwe Divas and Youth Festival: 1500 Coloured branded Wrist bands - Mapungubwe Comedy Night: 200 coloured branded wrist bands - Mapungubwe Choral Music Festival: 700 coloured branded wrist bands - Mapungubwe Music Festival 2500 coloured branded wrist bands - Mapungubwe Music Festival 10000 coloured branded wrist bands for mass		

5.3.10	Artist Coordinator
	Coordination and management of the stage and the artists The service provider must ensure that all artists arrive at least one hour prior to the event That a stage manager is on duty at all times to ensure the programme is coordinated and managed ➤ Secure and confirm availability of the Performing Artists and compeers at least one month before the event. ➤ Liaise with the Performing Artists or artists' managers/agents. A play list of all songs to be performed by the artists should be attached to the contract, which will be binding. ➤ The DSAC will be signatory as a witness on all contracts signed between the service provider and the Performing Artist/Manager/Agent. ➤ The service provider will pay artists in terms of approved Departmental Guidelines for Limpopo Cultural and Creative Industries. Performance fees should be inclusive of VAT as well as the stipulated SAMRO performance license fees
5.3.11	Coordination and Management of Stage.
	➤ Provide Sound and Stage for all the events as per Annexure B.
5.3.12	Subcontractors
	➤ The appointed service provider will be required to sub-contract local SMME companies in Limpopo province in line with preferential procurement policies in government. All services should be contracted from Limpopo Province and area where the event will take place where feasible. Any exemptions must be approved by the Department. These services should be spread among various companies. Subcontracted companies must be registered and compliant with Central Supplier Database. ➤ A list of sub-contracted companies should be provided to the Department at the first meeting with the Department and form part of the event Close-out report. ➤ Copies of invoices of all sub-contracted companies should be presented with final invoices for verification.
5.3.13	Job creation
	A detailed report on the number of jobs created, skills developed or transferred during the event should form part of the event Close-out report. The reporting template will be provided by the Department.
5.3.14	Timeframes
	Mapungubwe 2023/2024, 2024/2025, and 2025/2026. All the site infrastructures must be set up two days before (tents, sound, and stage etc.) NB some of the infrastructure will remain at the venues for the duration of the festival. Security must be provided for the infrastructure that will be at the venue.

Note! All commodities that are included in treasury austerity measures, their prices must be aligned to austerity measure as per treasury instruction.

5.3.15 The Department shall be responsible for all ticket sales and the collection of all revenue thereof. Ownership of all such revenue shall vest within the Department.

5.3.16 The service provider will be required to work closely with the Department and the Joint Planning Committee of the Province.

5.3.17 The service provider must not acquire sponsorship without the knowledge of the Department.

Gifts, donation, and sponsorship must be treated and managed in accordance with regulation 21.2 of the National Treasury regulations issued in terms of Public Finance management Act of 1999.

6. DOCUMENTATION AND INFORMATION REQUIRED FROM BIDDERS

6.1 MINIMUM BID REQUIREMENTS

6.1.1 Completion of bid document.

The following are minimum requirements for completion of the bid document: -

6.1.1.1 Bidders are required to complete the entire bid document in terms of the requirements contained herein.

6.1.1.2 The bid documents must be **completed in black ink** and **signed by the authorized signatory**.

6.1.1.3 Only the **original** bid document shall be accepted.

6.1.1.4 Bidders shall ensure that there are no missing or duplicated pages. The Department shall not accept liability regarding claims by bidders that pages are missing or duplicated.

6.1.1.5 Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.

6.1.1.6 Completed bid document with supporting documents shall be packaged, sealed, marked, and submitted strictly as stipulated in the bid document.

6.2 Attachments

Bidders must also attach the following documentation (NB: The name of the bidder in the attachments should correspond with the name used in SBD 1 herein): -

6.2.1 Proof of registration on the Central Supplier Database. (Attach CSD report)

6.2.2 Original quotation in the company letterhead signed by the authorized company representative indicating validity period of 120 days.

- 6.2.3 An original certificate/ letter from an accredited accountant certifying that: -
 (a) The bidding entity is not insolvent.
- 6.2.4 Certified copy of valid B-BBEE certificate and/ or Original Sworn Affidavit
- 6.2.5 Completed, signed, and initialled SBD 1, SBD 3.1, SBD 4, and SBD 6.1
- 6.2.6 Initialled General Conditions of Contract
- 6.2.7 Proven experience
- 6.2.8 Communication and marketing strategy
- 6.2.9 A detailed proposal indicating the following:
- 6.2.9.1 Methodology on the implementation of the project (including all events as per bullet 5.2.1 to 5.2.13 above). Methodology should include but not limited to the following,
- Risk and Security Management Plan
 - The number and expertise of human resources that will be utilized for the purpose of this project. Kindly attach CVs indicating their experience.
 - Catering and Accommodation Plan
 - Backstage logistics (tent, accommodation, catering, transport, technical rider, Playlist /Programme)
 - Time Management during all events (in bullet 5.2.1 to 5.2.13 above)
- 6.2.10 Financial Capacity shall be assessed through the following:
- An undertaking by financial institution to provide awarded service provider a bank guarantee.
- 6.2.11 SARS pin (attach copy)

7.1 Contract Pricing

- 7.1.1 Bidders must prepare a pricing schedule signed by the authorized signatory, including costs break down per item, indicating unit price and total price. Should there be a discrepancy between the prices in the pricing schedule and the total contract price indicated on the SBD 1 form, the Department will consider the total contract price on the SBD 1 form
- 7.1.2 Prices will remain firm for the duration of the contract, and it is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation will be entertained, regardless of the reasons for such request.
- 7.1.3 Bidders must express prices for their services in South African currency (Rand).
- 7.1.4 All prices must be inclusive of Value Added Tax (for VAT vendors) and all costs inclusive for the execution and completion of the contract in accordance with the bid document.

7.2 Third Party Liability Cover

The bidder must,

- 7.2.1 take out valid, adequate third-party liability cover with an authorized financial services provider, that will be able to sufficiently cover any loss or damage relating to the rendering of services in terms of this contract.
- 7.2.2 file proof of such cover, which must be valid for the duration of the contract with the Department on commencement date of contract; and
- 7.2.3 file proof of payment of premiums as and when required by the Department.

7.3 Contingency plans

- 7.3.1 Bidders must submit detailed contingency plans in case of power failure, theft or fire.
- 7.3.2 Detailed contingency plans shall be agreed upon between the Department and the service provider.

8 RESERVATION OF RIGHTS

The Department reserves the right to —

- 8.1 invite bidders to make presentations regarding any aspect of the bid;
- 8.2 request further information or document from any bidder after closing date;
- 8.3 verify information and documentation of any bidder;
- 8.4 inspect or cause the premises of any bidder to be inspected; and

9. BID ACCEPTANCE

- 9.1 The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the Department within seven (7) days of the conditional award.

10. TERMINATION OF CONTRACT

- 10.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), and ensure that where applicable, natural persons who constitute the bidder comply with these laws. The Department reserves the right to disregard a bid or cancel the contract if the bidder has —
- 10.1.1 failed to comply with any legal or policy requirement that the bidder must comply with in order to enter into valid contract with the Department, including but not limited to any public servant constituting or being in the employ of the bidder in violation of section 8(2) (a) and (b) of the Public Administration Management Act of 2014.
- 10.1.12 acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government Department, provincial administration or public entity;
- 10.1.3 after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement within the period of seven days; or
- 10.1.4 entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
- i. refrain from bidding for this contract; or
 - ii. bid at an agreed price.
- 10.2 In addition to its rights under this clause, the Department may immediately terminate this contract without any prior notice, if any of the following circumstances occur or exist:
- If the service provider —
- 10.2.1 commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- 10.2.2 commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract;
- 10.2.3 breaches this contract twice during the contract period; or
- 10.2.4 has failed to comply with any legal or policy requirement that the service provider must comply with in order to enter into a valid contract with the Department, including but not

limited to any public servant in the employ of the service provider not having the necessary permissions or authorisation in terms of the Public Service Act, 1993 or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the relevant bid documents.

11. BID PRICE

The bid price should comprise of —

- 11.1 all costs to be incurred in connection with the successful execution of the contract; and
- 11.2 Management fee must also be itemized and included.
- 11.3 Bid price must be in South African Rand inclusive of VAT (VAT Vendors), and inclusive of all costs to be incurred in connection with the execution and completion of the contract in accordance with the bid document.
- 11.4 Bidders must complete pricing schedule as per the attached Annexure D, signed by the authorized signatory. Should there be a discrepancy between the prices in the schedule and the total contract price indicated on the bid form, **the Department will consider the total contract price as per SBD1 form.**
- 11.5 The pricing schedule must include the following:
 - 11.5.1 Artists performance fees;
 - 11.5.2 SAMRO license fee;
 - 11.5.3 Public Liability Insurance;
 - 11.5.4 Marketing cost;
 - 11.5.5 Management fee must not exceed 10% of the total bid price; and
 - 11.5.6 All other relevant costs.
- 11.6 Prices will remain firm for the duration of the contract, and it is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once

the bid is awarded, no request for price escalation will be entertained, regardless of the reasons for such request.

12. INVOICES AND PAYMENTS

- 12.1 The Department shall make payment to the service provider against presentation of required invoices in respect of the services rendered under the contract, payable upon satisfactory discharge of all obligations of the service provider and delivery of the services to the Department in terms of the contract.
- 12.2 The Department will pay invoices to the bidder/bidding entity based on service rendered that has been certified by the Department. Invoices may be submitted after every event.
- 12.3 The Department will not make payment to the service provider in the event the service provider fails to satisfactorily perform any of its obligations in terms of the contract.
- 12.4 Subject to clause 12.3, payment will be made within thirty days of submitting an invoice.
- 12.5 The Department may withhold, deduct or set off from any monies due and owing to the service provider either in terms of this contract or any other contract that the service provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Department or the Limpopo Provincial Administration may have against the service provider for damages, costs or any other indebtedness for any contract that the service provider may have with the Limpopo Provincial Administration: Provided that the Department will provide the service provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the Limpopo Provincial Administration.
- 12.6 A certificate of indebtedness signed by the Chief Financial Officer of the Department, reflecting the amount due and payable under clause 12.1 together with interest thereon, shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the Department or payment by the service provider or for provisional sentence, summary judgment or any other proceedings against

the service provider in a court of law and shall be valid as a liquid document for such purposes.

- 12.7 In the event that the Department institutes legal action against the service provider for any matter in connection with this contract, the service provider will be liable to pay the Department's legal fees on an Attorney and own client scale.

13. CONFLICT OF INTEREST

- 13.1 Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must have systems in place to identify potential conflicts and to bring them to the attention of the Department.

14. COST INCURRED BY BIDDER

- 14.1 The Department will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and submission of its bid.

15. BID BINDING

- 15.1 All written information, warranties and representations made by or on behalf of the bidder before conclusion of the contract are binding upon the service provider and are deemed to have induced the Department to enter into this contract.

16. LIABILITY

The Service provider is responsible and liable for —

- 16.1 the conduct, acts and omissions of employees and the service provider's agents, representatives, or any sub-contractor of the service provider;
- 16.2 any unauthorized or unlawful entry by any person into the venues; and

16.3 injury to any person, theft, loss, or damage suffered by the Department, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any statutory duty by the service provider or the service provider's employees, agents, or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the Department.

17. SUBMISSION OF BID DOCUMENTS

- 17.1. Bid documents must be placed in the bid box on the aforesaid address on or before the closing date and time.
- 17.2. Bid documents will only be considered if received by DSAC before the closing date and time.
- 17.3. The bidder(s) is/are required to submit one (1) bid document in a clearly marked and sealed envelope.

17. TIMELINE OF THE BID PROCESS

The validity period of this bid after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Advertisement of bid on Tender Bulletin and e-portal

23rd June 2023

Bid closing date

14th July 2023 at 11:00am

Compulsory briefing session date and venue

3rd July 2023 at 10h00

Compulsory Briefing Session Venue

21 Biccard Street, Olympic Towers Building, Department of Sport, Arts and Culture

18. CONTACT AND INFORMATION

Any clarification before the closing date may be made in writing.

ENQUIRES

Technical:

mhangwanam@sac.limpopo.gov.za

Administrative:

mabasal@sac.limpopo.gov.za

modibav@sac.limpopo.gov.za

19. LATE BIDS

- 19.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

20. NEGOTIATIONS

- 20.1 The Department reserves the right to negotiate prices with the successful bidder.

Annexure A

21. Evaluation Criteria

DSAC has set minimum standards that a bidder(s) needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

- 21.1 Administrative Compliance and Mandatory Requirements (Phase 1)
- 21.2 Functionality Compliance (Phase 2)
- 21.3 Presentation (Phase 3)
- 21.4 Price and Specific Goals Evaluation (Phase 4)

21.1 PHASE 1: ADMINISTRATIVE COMPLIANCE AND MANDATORY REQUIREMENTS

Bidder(s) must submit the documents listed in Table 1 below. The bid documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents. Disqualified bidders will not proceed to Phase 2 evaluation.

21.1.1 TABLE 1: ADMINISTRATIVE BID DOCUMENTS THAT MUST BE COMPLETED, SIGNED, INITIALED AND SUBMITTED.

Document that must be submitted	Non-submission and compliance will result in disqualification
Invitation to Bid – SBD 1	Complete, sign and initial
SBD 3.1 Pricing Schedule Firm Prices	Complete, sign and initial
Declaration of Interest – SBD 4	Complete, sign and initial NB: DECLARE ALL BUSINESS INTERESTS
General Conditions of Contract	Initial each page
Preference Point Claim Form – SBD 6.1	Complete, sign and initial
Quotation	Quotation on the company letterhead and signed; and it must have the following: - quotation number, quotation date, quotation validity period of 120 days.

21.1.2 TABLE 2: MANDATORY REQUIREMENTS THAT MUST BE SUBMITTED

Document that must be submitted	Non-submission and compliance will result in disqualification
Registration on Central Supplier Database (CSD)	The Event Management Company must be registered on the National Treasury Central Supplier Database (CSD). Attach CSD report.
Tax compliant	To be verified on National Treasury's Central Supplier Database. Attach SARS Pin
An original certificate/ letter from an accredited accountant certifying that the bidding entity is not insolvent.	Attach original certificate/ letter signed by accredited accountant.
Bank guarantee	Attach bank guarantee as a proof of financial capability to fund the event

21.2 PHASE 2: TECHNICAL EVALUATION CRITERIA (FUNCTIONALITY)

Any bid that does not meet the minimum eligibility threshold of **70 points out of 100** will be automatically disqualified and not proceed to Phase 3. **Bidders who scored a minimum of 70 points out of 100 will proceed to the next evaluation (Presentation)**

FUNCTIONALITY EVALUATION

The functionality criteria together with the maximum points to be awarded are set out below:

The weight that will be allocated to each functionality criteria is as follows

Item No.	Description and standards	Weight	Score	Bidder score
1	PROVEN EXPERIENCE IN EVENTS MANAGEMENT	30		
1.1	No experience		0	
1.2	Hosted 1 event of a similar nature (coordination, magnitude, risk nature) and 1 positive contactable and signed reference. Also provide evidence (audio-visual clips) of the events done.		6	
1.3	Hosted 2 events of a similar nature (coordination, magnitude, risk nature) and 2 positive contactable and signed reference. Also provide evidence (audio-visual clips) of the events done.		12	
1.4	Hosted 3 events of a similar nature (coordination, magnitude, risk nature) and 3 positive contactable and signed reference. Also provide evidence (audio-visual clips) of the events done		18	
1.5	Hosted 4 events of a similar nature (coordination, magnitude, risk nature) and 4 positive contactable and signed reference. Also provide evidence (audio-visual clips) of the events done		24	
1.6	Hosted 5 events of a similar nature (coordination, magnitude, risk nature) and 5 positive references and international events of a similar nature and 5 positive contactable and signed reference. Also provide evidence (audio-visual clips) of the events done.		30	
2	COMMUNICATION AND MARKETING STRATEGY:	30		
2.1	No communication and marketing strategy		0	
2.2	Only one media platform used (electronic media i.e. radio, TV, print media i.e. newspaper, magazine, social media, digital media, posters - hardcopy, electronic flyers)		6	
2.3	Only two media platform used (electronic media i.e. radio, TV, print media i.e. newspaper, magazine, social media, digital media, posters - hardcopy, electronic flyers)		12	

2.4	Only three media platform used (electronic media i.e. radio, TV, print media i.e. newspaper, magazine, social media, digital media, posters - hardcopy, electronic flyers)		18	
2.5	Only four media platform used (electronic media i.e. radio, TV, print media i.e. newspaper, magazine, social media, digital media, posters - hardcopy, electronic flyers)		24	
2.6	5 and above media platforms used (electronic media i.e. radio, TV, print media i.e. newspaper, magazine, social media, digital media, posters - hardcopy, electronic flyers)		30	
3	METHODOLOGY ON HANDLING THE EVENT	30		
	Methodology on the implementation of the project (including all events as per bullet 5.2.1 to 5.2.13 above). Methodology should include but not limited to the following, • Risk and Security Management Plan • The number and expertise of human resources that will be utilized for the purpose of this project. Kindly attach CVs indicating their experience. • Catering and Accommodation Plan • Backstage Logistics (tent, accommodation, catering, transport, technical rider, Playlist /Programme, Artist Management) • Time Management during all events			
3.1	No methodology provided		0	
3.2	Only one requirement meets the specification above		6	
3.3	Only two requirements meet the specification above		12	
3.4	Only three requirements meet the specification above		18	
3.5	Only four requirements meet the specification above		24	
3.6	Five requirements meet the specification above		30	
4	FINANCIAL CAPACITY	10		
	Financial Capacity shall be assessed through the following: • An undertaking by financial institution to provide awarded service provider a revolving credit to the bidder in the event a bidder is awarded contract or proof of overdraft facility in the name			

	of the business or alternatively proof of company capacity to self fund to the value indicated below.			
	R 9 000 001 and above		10	
	R 5 000 001 – R 9 000 000		08	
	R 3 000 001 – R 5 000 000		06	
	R 1 000 001 – R 3 000 000		04	
	R 0 – R 1 000 000		02	
	Nothing provided		0	

21.3 PHASE 3: PRESENTATION

Presentation will be done by the project management team. Presentation will be evaluated based on Functionality scoring. Presentations will be in Polokwane.

21.4 PHASE 4: PRICE AND SPECIFIC GOALS EVALUATION

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

ANNEXURE B

DETAILED SPECIFICATION FOR SOUND & STAGE, BACKLINE, AUDIO VISUAL & LIGHTING, FOR MAPUNGUBWE ARTS & CULTURE FESTIVAL, 2023/24, 2024/25 and 2025/26.

ITEM NO.	DESCRIPTION
1	Sound System
	Provide a high-quality PA system to be able to address people in an open area to be able to reach a maximum of 20 000 people. Provide the necessary sound system of high quality and clarity and a back-line for performances. Individual technical requirements of the performing groups will be provided closer to the time
2.	Sound: Main PA
	20 x large format 3way line array system (flown) 18 x dual 18/21 high end sub woofers 2 x fly frames electric motor hoists
3	Front Fill System:
	4 x large format line array down fills
4	Sound: Delay PA
	12 x large format 3way line array system (flown) 2 x 1-ton motors for system flying 2 x fly frames
5	Amplification:
	High end amplification Processors for system management
6	Monitors:
	16 x high output 12' bi amplified monitors 2 x drum subs
7	Monitor AMPS:
	High end amplification Processors for system Management
8	FOH Technical:
	1 x 48 channel digital mixing console 2 x cd players 1 x talk back system 1 x on/off switch MIC
9	Monitor Land:
	1 x 48 channel digital mixing console 1 x talk back speaker 1 x on/off switch mic 1 x 48 channel active splitter unit
10	FOH structure:
	1 x structure for technical crew and lighting crew 1 x video land for camera man and camera technician 1 x structure for led screen at FOH
11	Microphones:
	6 x professional cordless mic's 10 x professional cord mic's professional instrument mic's

	drum mic's
12	Stands:
	As required by riders
13	Power:
	2 x 150 KVA Generators silent diesel to run sound checks and show 1 x set power lock cables 50m 1 x main 250-amp distro box 8 x 63amp sub distro boxes 24 x 32-amp sub distro boxes all cabling needed
14	Stage:
	14m x 12m fully draped trussing/scaff concert stage floor size 13m x 12m 1,5m high 2 x sets of stairs & safety railing 4 x speaker wings for front pa & screen towers trussing for stage 2 x stage pieces for monitor land & safety railing 4 x delay scaff towers for delay pa and screens heavy duty crowd barriers in front of stage 1 x stage ramp Participants on the stage should be visible from the front of the stage. Although the above are the suggestions of the DSAC, Bidders can recommend structurally sound alternatives in order to save on staging structure costs.
15	Lights:
	12 x 2k Fresnels 24 x moving heads wash 20 x beams 8 x moving heads profiles 4 x 8 molofe crowd blinders 20 x brite q banks 2 x smoke machines/hazer/fazers 2 x floor fans 2 x dimmer racks & socket pax 1 x Lighting desk
16.	Backline:
	High end drum kit with new skins 2 nd drum kit 2 x fender guitar amps 2 x roland jc120 jazz amps 1 x rd 700 1 x motif xs8 1 x korg triton 1 x high end bass amp and cabs

17	Audio Visual
	The audio-visual screens must run messages that include partnerships and logos of the Department of Sport, Arts and Culture with its Mapungubwe, 2023/24, 2024/25, and 2025/26 partners. The Department will provide the messages to the service provider and the bid must include the design of these short messages into a format that will be displayed on the audio-visual monitors. The bid must also provide for: 4 x 4m x 3m LED day screens 4 x camera cannon or equivalent broadcast pro cameras 4 x camera men 1 x Jimmy Jibb 2 x signal boosters 4 x preview monitors - vision mixer - media server (graphics on screens) • 11 x Plasma screens (55 inches) in the VIP marquees with sound.
18.	Standby technical assistance
	A qualified and experienced technical team who must be available during the event to manage the technology on site and solve sound, lighting, or any technical problems.

NOTE!!! EQUIVALENT ITEMS FOR ALL BRAND NAMES CAN BE SUPPLIED

ANNEXURE C

CROWD BARRIERS

ITEM NO.	DESCRIPTION
1	The service provider must provide, erect, and remove after the event, — a. temporary crowd control fencing in total of 1000 meters.

ANNEXURE D

PRICING SCHEDULE

NB: PRICING MUST INCLUDE ALL ACTIVITIES AS STIPULATED IN THE TERMS OF REFERENCES

CONTRACT NUMBER: DSAC 2023/24-B1

Description: SERVICES OF AN EVENT MANAGEMENT COMPANY FOR ORGANIZING, MARKETING, MANAGING AND EXECUTION OF MAPUNGUBWE ARTS FESTIVAL FOR THE 2023/24, 2024/25 AND 2025/26 FINANCIAL YEARS

NAME OF BIDDER: _____

ITEM NO	Events/Activities	Price Year 1 (VAT Inclusive)	Price Year 2 (VAT Inclusive)	Price Year 3 (VAT Inclusive)
1	Mapungubwe District Build up events	R	R	R
2	Mapungubwe Media Launch	R	R	R
3	Mapungubwe Festival Communications and Marketing	R	R	R
4	Mapungubwe Photography and Videography Services	R	R	R
5	Mapungubwe Cultural Carnival	R	R	R
6	Mapungubwe Marathon	R	R	R
7	Mapungubwe Craft Market Exhibition	R	R	R
8	Mapungubwe Film and Video Festival	R	R	R
9	Mapungubwe Theatre/Drama, and Poetry	R	R	R
10	Mapungubwe Divas and Youth Festival	R	R	R
11	Mapungubwe Choral Festival	R	R	R
12	Mapungubwe Comedy Night	R	R	R
13	Mapungubwe Music Festival	R	R	R
14	Mapungubwe Cup	R	R	R
15	Management Fee	R	R	R
16	Total Bid Price	R	R	R

PART A **INVITATION TO BID**

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: DSAC2023/24-B1		CLOSING DATE: 14TH JUNE 2023		CLOSING TIME: 11H00AM			
DESCRIPTION		APPOINTMENT OF AN EVENT MANAGEMENT COMPANY FOR ORGANIZING, MARKETING, MANAGING AND EXECUTION OF MAPUNGUBWE ARTS FESTIVAL FOR THE 2023/24, 2024/25 AND 2025/26 FINANCIAL YEARS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
21 BICCARD STREET, OLYMPIC TOWERS BUILDING							
DEPARTMENT OF SPORT, ARTS AND CULTURE							
POLOKWANE, 0699							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		MABASA L		CONTACT PERSON		MHANGWANA M	
TELEPHONE NUMBER		015 284 4093		TELEPHONE NUMBER		015 284 4069	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		mabasal@sac.limpopo.gov.za		E-MAIL ADDRESS		mhangwanam@sac.limpopo.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:	
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 (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ 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

SBD1

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.

TOTAL BID PRICE INCLUSIVE OF VAT

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

SBD3.1

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	TOTAL – YEAR 1	TOTAL – YEAR 2	TOTAL - YEAR 3
1	Mapungubwe District Build up events	R	R	R
2	Mapungubwe Media Launch			
3	Mapungubwe Festival Communications and Marketing	R	R	R
4	Mapungubwe Photography and Videography Services	R	R	R
5	Mapungubwe Cultural Carnival	R	R	R
6	Mapungubwe Marathon	R	R	R
7	Mapungubwe Craft Market Exhibition	R	R	R
8	Mapungubwe Film and Video Festival	R	R	R
9	Mapungubwe Theater/Drama, and Poetry	R	R	R
10	Mapungubwe Divas and Youth Festival	R	R	R
11	Mapungubwe Choral Festival	R	R	R
12	Mapungubwe Comedy Night	R	R	R
13	Mapungubwe Music Festival	R	R	R
14	Mapungubwe Cup	R	R	R
15	Management Fee	R	R	R
16	SUB-TOTAL	R	R	R
17	VAT	R	R	R
18	TOTAL INCLUSIVE OF VAT	R	R	R
19	TOTAL BID PRICE (YEAR 1 + YEAR 2 + YEAR 3)			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

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:

.....

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.

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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	
SPECIFIC GOALS	
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:

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

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:

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

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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	06	12		
Black Women	02	04		
People living with Disabilities	01	02		
Rural / Township Business	01	02		

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:

.....
.....
.....

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

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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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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.