Heritage House
222 Jabu Ndlovu Street
PIETERMARITZBURG
3201
Tel: 033 341 3400

INVITATION TO TENDER – ZNB DSAC 011/2627

KWAZULU-NATAL– DEPARTMENT OF SPORT, ARTS & CULTURE

SUITABLE AND CAPABLE SERVICE PROVIDERS ARE INVITED TO BID FOR PROVISION OF EVENT MANAGEMENT (GOODS AND SERVICES) FOR THE 2026 (UMKHOSI WESANDLWANA) TAKING PLACE AT NQUTHU ON 22 JANUARY 2027.

The Department reserves the right to:
- not award the cheapest bid;
- Not award this bid; and or
- Cancel this bid.

Collection of Bid Documents
Tender documents will be made available on e-tenders - https://www.etenders.gov.za and departmental website https://www.kzndsac.gov.za printable at the bidder's own cost.

'NB'' Refer to section D for briefing session instructions.

Compulsory Briefing Session

The briefing session will be held as follows:

Date:	8 December 2026
Venue:	Sandlwana Mountain, Ward 12, Nqutu Municipality, Umzinyathi District
Time:	12 noon
Site to be visited:	Yes

Queries relating to the issue of these documents may be addressed to the following officials for:

Supply Chain Management related queries: Deputy Director Mr M Mazibuko, Tel: 078 708 5953: e-mail mawonga.mazibuko@kzndsac.gov.za

Technical queries: Heritage Resource Services: Ms. Thuthukile Mthethwa, Tel No 061 431 5798: e-mail thuthukile.mthethwa@kzndsa.gov.za

Delivery of Bid Documents
The closing date and time for receipt of Tenders is **12 JANUARY 2027, 12H00.**
Note: Only hand-delivery proposals will be accepted.

The physical address for delivery of Tender documents is:
The Head Office of the KZN Department of Sport, Arts and Culture, Heritage House, 222 Jabu Ndlovu Street [Formerly, Loop Street] Pietermaritzburg, 3201

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	DSAC 011/2627	CLOSING DATE:	12 JANUARY 2027	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE EVENT MANAGEMENT FOR 2026 UMKHOSI WASESANDLWANA MOUNTAIN AT INQUTHU				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Heritage House
222 Jabu Ndlovu Street
Pietermaritzburg
3201

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr Mawonga Mazibuko	CONTACT PERSON	Ms Thuthukile Mthethwa
TELEPHONE NUMBER	078 708 5953	TELEPHONE NUMBER	061 431 5798
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mawonga.Mazibuko@kzndsac.gov.za	E-MAIL ADDRESS	mthethwat@kzndsac.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

SECTION A
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered. Only a hard copy and soft copy shall be considered as stipulated on page 1 of this bid document.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.
18. Part A of the bid document **must** be completed and failure to do so shall lead to disqualification.
19. Bids submitted must be complete in all respects, spaces requiring information must be filled in, shown as “not applicable” and not left blank.
20. Bidders failing to adhere to the requirements as stipulated above and in the bid document shall be disqualified.
21. The Department reserves the right not to make an award. The lowest, or any bid will not necessary be accepted and the Department reserves the right to accept any bid either in whole, or in part thereof. In addition, the Department reserves the right to re-open process of soliciting bid offers/ appointing a supplier at any time should it deemed necessary to do so.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ……....., WHO

REPRESENTS (state name of bidder) ……..…….....CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **DEPARTMENT OF SPORT, ARTS AND CULTURE**

Quotation Reference No**: DSAC 011/2627**

GOODS/SERVICE/WORK: **APPOINTMENT OF SERVICE PROVIDER TO PROVIDE EVENT MANAGEMENT FOR 2026 UMKHOSI WASESANDLWANA MOUNTAIN AT INQUTHU**

****

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ___ /___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____
Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___ /___/_____

_____
Name of Departmental Representative
(PRINT NAME)

Departmental Stamp	Signature
	_____

NB: TO BIDDERS

- *Bidders are required to print and submit hard copies of certificate during briefing session.*
- *Bidders are required to be at least 15 minutes before the start of the briefing session.*
- *Briefing session is scheduled for 12:00.*
- *Doors close at 12:00 and under no circumstances will the late attendants be allowed after closing time.*
- *The certificate of attendance must be submitted together with the bid document in its original form as both the certificate of attendance and the attendance register will both serve as proof of attendance at the above-mentioned briefing session. Failure to comply with this bid condition will invalidate the bid*

SBD 3.1

SECTION E
PRICING SCHEDULE – FIRM PRICES

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

PRICE ADJUSTMENT WILL ONLY BE CONSIDERED AT ANNIVERSARY OF THE CONTRACT IN LINE WITH THE NEW REGULATED BARGAINING COUNCIL RATES.

Name of bidder……	Bid number: ZNB DSAC 011/2627.
Closing Time 12:00	Closing date: 12 JANUARY 2027

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ISANDLWANA MOUNTAIN, INQUTHU 22 JANUARY 2026. AT 08H00		
Item No.	**Description**	**Total Cost for the bid (Bid Price in RSA Currency with All Applicable Taxes Included**
1.	Provision of infrastructure (marquees, chairs etc)	R
2.	Provision of ablution facilities	R
3.	Hiring of stage and sound system	R
4.	Safety officer	R
5	Public liability for 4000 people	R
6.	Emergency medical services (EMS)	R
7.	Security and marshal services	R
8.	Exhibition Screens	R
9.	Catering services	R
10.	Groceries	R
11.	Protocol (Consumables)	R
TOTAL BID AMOUNT (INCLUSIVE OF ALL APPLICABLE TAXES		R

NAME OF BIDDER:	
SIGNATURE:	
DATE:	

SECTION F
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1. 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.

1.2. 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.

3.5 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.

3.6 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.

3.7 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.

SECTION G

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

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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**

a) 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	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies owned by at least 51% people who are black	10	
Business within province of Kwa Zulu Natal (utility bill/ lease agreement/ proof of residence and affidavit)	10	
TOTAL POINTS	**20**	

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:	……
	……
	……

SBD 7

SECTION H
CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to the **Department of Sport, Arts and Culture** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DSAC 008/2627** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……..

CAPACITY ……..

SIGNATURE ……..

NAME OF FIRM ……..

DATE ……..

WITNESSES

1 ……..

2 ……..

DATE: ……

SBD 7

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as…….. accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DATE: ……

SECTION I
GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes

other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

7.4 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

7.5 a cashier's or certified cheque

7.6 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping

and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11 Insurance

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

12 Transportation

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

13 Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14 Spare parts

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

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

15 Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22 Penalties

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

23 Termination for default

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

(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.

23.6.1 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 antidumping 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 (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION J
SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 *The contract is for a period as stated in the bid document 18 - 22 January 2027*

2. EVALUATION CRITERIA

There are *four* main stages in the selection process, namely, ensuring that bids comply with Administrative Compliance, Mandatory Requirements, Functionality Compliance and the price and preference points.

2.1. Stage 1 - Administrative Compliance

2.1.1. The bid submitted must be complete in all respects.

2.1.2. The standard bidding documents must be duly completed and be submitted with the bid at the time of closing of the bid:

2.1.3. Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

2.2. Stage 2 - Mandatory Requirements

2.2.1. A bidder must comply will all the mandatory requirements outlined in the bid document. Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected

2.3. Stage 3 – Functionality

2.3.1. To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted on the closing date and time of the bid.

2.3.2. Failure to meet the minimum passing score of 70% on the functionality criteria will be deemed the bidder non-responsive and will not be further evaluated in terms of price and preference points.

2.4. Step 4 - Preferential Point Evaluation

2.4.1. The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference Points System	
Price	80
Specific Goals	20
Total	100

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

3. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

3.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

3.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

3.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

3.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION K

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:
Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION L

TERMS OF REFERENCE/ SPECIFICATIONS

1. EVALUATION CRITERIA

There are four main stages in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, Functionality and the Price and Preference points.

Stage 1 - Administrative Compliance

The following bid document must be duly completed and be submitted with the bid at the time of closing of the bid

CRITERIA		YES/NO	REMARKS
PART A	INVITATION TO BID (SBD 1)		
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)		
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE		
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS		
SECTION D	OFFICIAL BRIEFING SESSION FORM		
SECTION E	PRICING SCHEDULE (SBD 3)		
SECTION F	BIDDER'S DISCLOSURE (SBD 4)		
SECTION K	AUTHORITY TO SIGN THE BID		

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

Stage 2 - Mandatory Requirements

The following mandatory documents must be submitted with the bid at the time of closing of the bid:

MINIMUM REQUIREMENTS	YES/NO	PROOF TO BE PROVIDED
Compulsory Briefing session attendance		Section must be signed and stamped. All signatures must be original.

Stage 3 – Functionality

DESCRIPTION	WEIGHTS	MEANS OF VERIFICATION
1. COMPANY TRACK RECORD (Relevant experience and past experience in similar projects)		
1. Previous experience of a bidder in managing events at National and Provincial level. 2. Executed projects must be of similar size and complexity to the current.	**(50)** **5 Points** for every completed National or Provincial Project (Maximum 50 Points)	1. Fully completed Annexure A. 2. Copy of Purchase Order or Appointment Letter on the letterhead of the entity. 3. Reference Letters signed by a delegated official on a company letterhead reflecting the following: i) Project name, description of service provided including number of people in attendance, ii) Project cost and duration of Project, iii) Client details (name and number of contact person).
2. COMPANY PROFILE AND RESOURCES		
1. Detailed company profile 2. Company's personnel involved in the delivery of projects executed by the bidder referred to in Element 1 above. 3. Experience of the Project Leader involved in the delivery of the project as the Events Manager.	**(30)** a) Company Profile = **5 points** b) Organogram of the Project Team = **5 points** c) Comprehensive CVs of personnel depicted in the Organogram = **10 points** d) (2 Points per project to a maximum of 10 points) e) Project Leader reflecting years of experience as the Events Manager = **10 points** f) (1 Point per project to a maximum of 10 points)	1. Organogram of the Company and Project Implementation Team. 2. Comprehensive CVs of personnel depicted in the Organogram. 3. CV of the Project Leader reflecting years of experience as the Events Manager.
3. PROJECT MANAGEMENT AND UNDERSTANDING OF SCOPE OF WORK		
1. Detailed methodology to execute the project: a) Project Management Plan or Execution Plan. b) Safety Plan. c) Empowerment of local entities through sub-contracting (if any)	**(20)** **a)** Detailed Methodology = **5 points.** b) Project Management / Execution Plan = **5 points.** **c)** Safety Plan = **5 points** d) Sub-contracting = **5 points.**	Detailed methodology to execute the project: 1. Project Management Plan or Execution Plan. 2. Safety Plan. 3. List of subcontracted entities reflecting the following: i) Entity name, ii) Service sub-contracted, iii) Total value of sub-contracted service.
	TOTAL POINTS	**100 POINTS**
	FUNCTIONALITY BENCHMARK	**70%**

Proposals from prospective bidders will be evaluated on the functionality listed below:

*To progress to the next stage of evaluation, service providers must score a minimum of **70%** of the total points outlined in the Evaluation criteria.*

STAGE 4 – PRICE AND PREFERENCE POINTS

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference Points System			
Price	**80**		
Specific Goals	**20**		
	100%	≥51%	<51%
Companies owned by at least 51% people who are black	10	5	0
Enterprise Located in KZN - Business within province of Kwa Zulu Natal (utility bill/ lease agreement/ proof of residence and affidavit)	10	5	0
Total	**100**		

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

(a) Copy of Enterprise Registration Certificate (CIPC)

(b) Certified copies of an identity document (ID) and CSD report to show /substantiate percentage ownership equity.

(c) Municipal tax invoice for water and electricity or tribal authority letter for rural areas within the KwaZulu-Natal Province not older than 3 months indicating Enterprise address as registered with CIPC or Central Supplier Database.

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

SCHEDULE 1

SCHEDULE OF PRICING

(To be completed by bidder)

TECHNICAL ENQUIRIES/ DELIVERY INFORMATION		
NAME OF DIRECTORATE/ COMPONENT:	HERITAGE RESOURCE SERVICES	
DELIVERY DETAILS (ADDRESS AND DATE/ TIME)	ISANDLWANA MOUNTAIN, INQUTHU 22 JANUARY 2026. AT 08H00	
OTHER REQUIREMENTS (State)	ALL MARQUUEES NEED TO BE ERECTED BY THE 18TH OF JANUARY AT 09H00, WITH OFFICIALS ON DUTY DURING THE EVENT'S DURATION. SERVICE PROVIDER TO PROVIDE LABOUR FOR ARRANGING CHAIRS, TABLES ET FOR THE EVENT'S DURATION. MARQUEES NEED TO BE WHITE AND CLEAN. COMPLIANCE CERTIFICATE FOR MARQUEES TO BE HANDED OVER TO THE DEPARTMENT AT 08H00 22 JANUARY 2027	
CONTACT DETAILS: NAME	EMAIL ADDRESS	Contact Number
THUTHUKILE MTHETHWA	mthethwat@kzndsac.gov.za	061 431 5798

PROVISION OF INFRASTRUCTURE (MARQUEES, CHAIRS ETC)				
NO	DESCRIPTION OF SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
	To be completed by requester/ end user		*To be completed by bidding supplier*	
	Delivery Date is the 18th of January 2027 at 10h00 at Isandlwana Camp			
1	**IBUTHO ELIDALA MARQUEE**			
1.1	1000-seater Marquee	1		
1.2	Wall to Wall Carpet (15m X 30m)	1		
1.3	Lights 200w LED and cabling	1		
2	**IBUTHO ELINCANE MARQUEE**			
2.1	500-seater Marquee	1		
2.2	Wall to Wall Carpet (15m X 20m)	1		
2.3	lights 200w LED and cabling	1		
3	**AMABUTHA**			
3.1	12m X 12m Aluminum Framed marquee	1		
3.2	100w LED Light and cabling	1		
3.3	lightning conductor - (Certified SANS 10313 Lighting Protection System)	1		
4	**MEETING ROOM**			
4.1	Single Couches	2		
4.2	lightning conductor - (Certified SANS 10313 Lighting Protection System)	1		
4.3	Wall to wall (5m x 10m)	1		
4.4	Carpet lounge setup for 10 people	1		
4.5	Double Seater Couches	4		
5.	**DELIVERY DATE IS THE 20TH OF JANUARY 2027 AT 10H00 AT ISANDLWANA**			
5.1	3500-seater Aluminum Framed marquee (25m X 70m)	1		
5.2	carpet flooring	1		

5.3	lightning conductor	1		
5.4	Padded chairs (VIP Arena and VIP catering)	500		
6.	**DIGNITARIES HOLDING AREA**			
6.1	10m X 16m Aluminum Framed marquee	1		
6.2	carpet flooring	1		
6.3	Lightning conductor Elevated platform (5m x 2m x 30cm high with steps on sides)	1		
6.4	Round Tables	10		
6.5	Tiffany Chairs	100		
7.	**PREMIER'S HOLDING AREA**			
7.1	12 x 12m Aluminum Framed marquee	1		
7.2	Carpet flooring - 12 x 12m	1		
7.3	Lounge décor 20 people			
7.4	Double Seater Couches	8		
7.5	Single Couches	4		
7.6	Glass table	2		
8	**ISILO HOLDING AREA**			
8.1	6m X 9m Aluminium Framed marquee - with clear side panels	1		
8.2	carpet flooring - 6m X 9m	1		
8.3	lightning conductor	1		
9.	**LOUNGER SET UP FOR 10 PEOPLE**			
9.1	Double Seater Couches	4		
9.2	Single Couches	2		
9.3	2 Glass Coffee Table	2		
10	**KITCHEN FOR VIP CATERING AND OFFICIAL CATERING**	**2**		
10.1	10m X 10m Aluminum Framed marquee	1		
10.2	carpet flooring	1		
10.3	Lightning conductor - (Certified SANS 10313 Lighting Protection System)	1		
10.4	trestle table	12		
10.5	Plastic chairs	10		
11.	**AMABUTHO**			
11.1	12m X 12m Aluminum Framed marquee	1		
11.2	Lightning conductor - (Certified SANS 10313 Lighting Protection System)	1		
12	**CULTURAL EXHIBITION**			
12.1	Trestle Tables with clothes	20		
12.2	Aluminum Framed marquee 12m x 18m with flooring,	1		
12.3	Wood exhibition flooring that will fit 12m x18m,	1		

12.4	Lightning conductor - (Certified SANS 10313 Lighting Protection System)	1		
12.5	Plastic chairs	60		
13	**MEDIA, COMMUNITY CATERING SERVING STATION AND GREEN ROOM**			
13.1	Aluminum Framed Marquees 6m x 6m	3		
13.2	carpet flooring	1		
13.3	Lightning conductor - (Certified SANS 10313 Lighting Protection System)	1		
13.4	Trestle tables, tablecloths	6		
13.5	Chairs and Chair covers	12		
13.6	plug points	4		
14	**SAPS AND PROTOCOL**			
14.1	6m x 6m frame marquee	2		
14.2	Chairs	12		
14.3	Trestle tables with tablecloths	2		
15	**AMAKHOSI**			
15.1	15m x 30m 300-seater Marquee	1		
15.2	Flooring	1		
15.3	Round Tables	20		
15.4	Chairs and Chairs Covers	300		
15.5	Red Carpet – 100 x 2m wide	1		
15.6	Red Carpet 2m x 20m	1		
15.7	Speed Fencing 2m Panels x 1.2m High	2000m		
15.8	Fire Extinguisher	10		
15.9	Fire Blankets	06		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 2

SCHEDULE OF PRICING

(To be completed by bidder)

PROVISION OF ABLUTION FACILITITES				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
To be completed by requester/ end user			*To be completed by bidding supplier*	
1	**DELIVERY DATE: 18ST OF JANUARY 2027 AT 13H00 AT SANDLWANA CAMP SITE**			
1.1.	VIP Trailer Unit Flushable Toilets	1		
1.2	Standard Flushable Toilets	10		
2	**DELIVERY DATE: 21ST OF JANUARY 2027 AT 13H00 AT SANDLWANA MOUNTAIN**			
2.1	VIP Trailer Unit Flushable Toilets	8		
2.2	Paraplegic Flushable Toilets	8		
2.3	Standard Flushable Toilets	50		
	Toilet paper sufficient for 8 000 people ▪ Toilets are to be serviced every 3 hours for the duration of the event ▪ Please check toilet paper every hour ▪ All toilets should be in good order ▪ A janitor must be onsite at always during the event **NB: The appointed service provider must hand over a certificate of disposal for all ablutions on site.**			
			SUB-TOTAL	**R**
			VAT	**R**
			GRAND-TOTAL	**R**

SCHEDULE 3

SCHEDULE OF PRICING

(To be completed by bidder)

HIRING OF SOUND SYSTEM				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
To be completed by requester/ end user			To be completed by bidding supplier	
1	**Contact Person: Thuthukile Mthethwa 061 431 5798** **Delivery date 21st of January 2027, At 09h00 at Sandlwana Mountain**			
1.1	**SOUND SYSTEM** That can accommodate 5,000 people • 4 X Cordless microphones • 2X Stand microphones • 12 Channel mixer Desks • Speakers	1		
1.2	60KVA Backup Industrial Generator	1		
1.3	**OUTDOOR STAGE** 10M X 16M AND 1M HIGH Performing stage with roof and covered at back (including steps and ramp) Outdoor Stage with roof and covered at back (including steps and ramp) for King and dignitaries Stage to come with décor and draping without the use of **black color** (carpeting, lounge setup to accommodate 20 people) Provide 2m x 2m raised platform for media	1		
1.4	**OUTDOOR SCREENS** LED Screens 3m x 4m Daylight Screen that can be viewed even in a sunny area	4		
1.5	**ROLE OF THE DUNDEE DIEHARDS IN THE BATTLE OF ISANDLWANA RE-ENACTMENT – 22 JANUARY 2027** The Dundee Diehards Battle Re-enactment Team, together with amaButho, will stage the historical battle re-enactment during the Isandlwana Commemoration on 22 January 2027. The re-enactment is the centerpiece of the entire commemoration event, bringing to life the historical events of the Battle of Isandlwana through a representation of the opposing forces and their respective roles in the battle. **The Dundee Diehards will provide the following:** 1. Redcoat soldiers and uniforms. 2. Natal Native Contingent and uniforms. 3. Edendale Light Horse team. 4. Weapons and ammunition. 5. Their own marquee. 6. Refreshments. 7. Transport for the Natal Native Contingent. The total cost of providing these services will be R230 000.00.	1		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 4

SCHEDULE OF PRICING

(To be completed by bidder)

SAFETY OFFICER				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
	To be completed by requester/ end user		*To be completed by bidding supplier*	
	SAFETY AND SECURITY CONTACT MR G QWABE ON 082 776 7513			
1	**SAFETY OFFICER FOR 5000 PERSONS DURING THE COMMEMORATION OF BATTLE OF ISANDLWANA**			
	NB: **To comply with the following requirements:** **Event Safety Officer for the event as above with Duties and responsibilities are not limited to:** ▪ The safety Officer must be qualified with relevant certificates (occupational health and safety). ▪ The safety officer brings at least two Safety Assistants to assist with the coordination of the event. ▪ To perform all duties of a safety officer and attend planning meetings including the section 4 meeting (refer to the schedule attached) ▪ Produce the site plan ▪ He or She must be on site for the duration of the event and obtain Engineer certificates as well as prepare Fire, Evacuation and Health and Safety Plan, and during the event. ▪ To prepare a Safety file for the SAPS one month prior to Event. ▪ Comply with all aspects of the Event Safety Act. ▪ Letter of Good Standing (COID) ▪ Do a Risk Assessment ▪ Report incidents ▪ Electrical C.O.C. Provide all Safety requirements as needed by the Event organizer and the Event Safety Act.	1		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 5

SCHEDULE OF PRICING

(To be completed by bidder)

PUBLIC LIABILITY				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
	To be completed by requester/ end user		*To be completed by bidding supplier*	
1	**PUBLIC LIABILITY FOR 4000 PERSONS DURING THE COMMEMORATION OF BATTLE OF ISANDLWANA**			
	▪ Public Liability – KEU standards or equivalent ▪ SECTION DESCRIPTION - Gathering. ▪ RISK ITEMS SUM INSURED ▪ Events Liability R3000 000.00 (VAT Inclusive) Any one occurrence and R3 000 000.00 (VAT Inclusive) In the Aggregate in regards of all third parties **EXTENSIONS** ▪ Employers Liability R1000 000.00 (VAT Inclusive) Any one occurrence and in the aggregate ▪ Statutory Legal Defense Costs ▪ R250 000.00 (VAT Inclusive) Any one occurrence and in the aggregate ▪ Wrongful Arrest & Defamation R150 000.00 (VAT Inclusive) ▪ Any one occurrence and in the aggregate Emergency Medical Expenses R250 000.00 (VAT Inclusive) ▪ Any one occurrence and in the aggregate Spread of Fire R3 000 000.00 (VAT Inclusive) ▪ Any one occurrence and in the aggregate Food & Drink R3 000 000.00 (VAT Inclusive) ▪ Any one occurrence and in the aggregate Temporary Construction R3 000 000.00 (VAT Inclusive) ▪ Any one occurrence and in the aggregate SECTION EXCESS STRUCTURE R10 000 every loss (Not applicable to Emergency Medical Expenses)	1 Policy		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 6

SCHEDULE OF PRICING

(To be completed by bidder)

EMERGENCY MEDICAL SERVICES				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
	To be completed by requester/ end user		*To be completed by bidding supplier*	
EMERGENCY MEDICAL SERVICES FOR 4000 DURING THE COMMEMORATION OF BATTLE OF ISANDLWANA				
1	BLS Ambulance Have oxygen and each have working **automated external defibrillators on hand.**	2		
2	Medics to accompany the following Ambulances ▪ EMS Basic Life Support Ambulance with	4 staff		
3	First Aid staff with qualifications to aid the above.	1		
	Compliance with the National Health Act, 2003 (Act No 61 of 2003) needs to be followed (Regulations relating to Emergency Care at Mass Gathering Events) **NB. Please note that attendance at briefing will also be required as well as medical plan etc. as requested.** Health Plan is required prior to the Event	Yes		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 7

SCHEDULE OF PRICING

(To be completed by bidder)

SECURITY SERVICES				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
	To be completed by requester/ end user		*To be completed by bidding supplier*	
SECURITY SERVICES FOR 4000 PERSONS DURING THE COMMEMORATION OF BATTLE OF ISANDLWANA				
1	Security Personnel (Grade C) Access control and crowed management	21 January 2027 ▪ 5 X day Shift (6am-6pm) ▪ 5 X night Shift (6pm-6am) 22 January 2027 ▪ 30 X day shift (6am-6pm)		
2	Waste Management Services and Marshalls during and after the event	22January 2027 ▪ 40 X people		
3	Supervisors/inspectors for supervision	22 January 2027 ▪ 1 X Grade B		
4	Man in Black	22 January 2027 ▪ 10 X (M.I.B)		
5	Waste/refuse bags	22 January 2027 ▪ 20 X 3 packs		

NB: **The following requirements are essential:**

- Security officers must be in full uniform and have reflector jackets for identification purposes
- ID's and PSIRA Security Certificate (PSIRA must be submitted with the quotation)
- All members must have at least Grade C Security Qualification and events training
- Credentials for each member must be submitted 10 days before the event
- The company must have its own insurance and medical cover – [Department of Sport, Arts and Culture takes no responsibility for any damages to equipment and injury on duty of staff member(s)]
  - *Batons, Whistles, Pocket books, Hand cuffs*
  - *Pepper sprays, Hand held metal detectors at all entrances manned, Radio per station, Staff register*
  - *Torches, Two -way radio's*

DUTIES:

- Crowd control at the public entrances and inside all venues
- Assist during the issuing of food packs to the public and securing the feeding areas
- Parking control at all identified parking areas during this event
- Allow access only to authorized personnel without fail
- Report to SAPS
- Be trained in Events

Ability to apply MINIMUM FORCE

SUB-TOTAL	**R**
VAT	**R**
GRAND-TOTAL	**R**

SCHEDULE 8

SCHEDULE OF PRICING

(To be completed by bidder)

EXHIBITION SCREENS				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
	To be completed by requester/ end user		*To be completed by bidding supplier*	
	Exhibition Contact Person: Ms Bona Zondi 078 423 8697			
1	**Delivery Date: 21 January 2027** **HIRING OF PORTABLE TV SCREEN WITH STAND** - Height: 1240mm-1540mm - Width: 677mm - Depth: 540mm - Screen size: 55 inches - Weight capacity: 35kg - Shelf Weight Capacity: 5kg - Vesa compatibility 100x100, 200x100, 200x200, 300x200, 300x300, 400x200, 400x300, 400x400 - Material: steel frame and plastic shelf - Type: mobile stand - Cable management: yes - Colour: black - Indoor use - Style of display: Free standing TV - Locking wheels: yes - Category: AV Stands Service provider must bring power supply and working TV remote for the functioning of TV	1		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 9

SCHEDULE OF PRICING

(To be completed by bidder)

CATERING SERVICES				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
	To be completed by requester/ end user		*To be completed by bidding supplier*	
1	**Catering Contact Person: Ms. B Biyase: 063 296 4434 or Mr Alpha Ngcobo: 083 307 8795 for the Catering of Amabutho**			
1.1	**Delivery Date: 22 January 2027** **AMAKHOSI, DEPUTY MAYOR, MAYOR** **BREAKFAST (HOLDING AREA) SERVED AT 7:30** - Teabags (variety - individually packed) - coffee (sachets) and cappuccino (sachets) - variety of sandwiches - variety of muffins (individually wrapped) - fresh pasteurized milk - brown and white sugar sachets - 100% fruit juice cans - variety of fruit platters Please provide plates, cutlery & crockery, urns and serviettes	250		
1.2	- Bottled plain 500ml (200) - Sparkling Water 500ml (50)	200 50		
1.3	**ISILO** **BREAKFAST (HOLDING AREA) SERVED AT 7:30** - Teabags (variety - individually packed) - coffee (sachets) and cappuccino (sachets) - variety of sandwiches - variety of muffins (individually wrapped) - fresh pasteurized milk - brown and White sugar sachets - 100% fruit juice cans - variety of fruit platters Please provide plates, cutlery & crockery, urns and serviettes	20		
1.4	- Bottled plain 500mls (10) - sparkling water 500mls (10)	10 10		
1.5	**THE PREMIER** **BREAKFAST (HOLDING AREA) SERVED AT 7:30** - Teabags (variety - individually packed) - coffee (sachets) and cappuccino (sachets) - variety of sandwiches - variety of muffins (individually wrapped) - fresh pasteurized milk - brown and White sugar sachets - 100% fruit juice cans - variety of fruit platters Please provide plates, cutlery & crockery, urns and serviettes	20		

NO	DESCRIPTION OF SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.6	- Bottled plain 500mls (10) - sparkling water 500mls (10)	10 10		
1.7	**LUNCH FOR 700 OFFICIALS from 12h00 (MEDIA, ARTISTS, OFFICIALS INCLUDING SAPS)** **500 SAPS and Marshalls** **300 Officials** - beef curry - usu - roast chicken pieces - jeqe/steam bread - savory-rice - samp - butternut - beetroot salad - coleslaw - vegetable lasagna - variety of 100% fruit juice (330ml cans) Please provide plates, cutlery & crockery and serviettes	800 Packed in takeaways containers		
1.8	Bottled plain water 500mls	800		
1.9	**LUNCH FOR 1000 GUESTS SERVED AT 12H30** **MENU TO INCLUDE SELECTION OF:** **WESTERN CUISINE** - Beef Curry - Chicken curry - Fried fish - Savoury rice **AFRICAN CUISINE** - Ujeqe - Samp - isgwaqane - African vegetables (madumbes and sweet potatoes) - Boiled inhloko, Zulu Chicken, Ox inside (mix) **INDIAN CUISINE** - Chicken Breyani - Vegetarian meal for 100 ppl - Please provide Hallal Food for 100 people **VEGETABLES** - Cubed butternut topped with ring onions - Creamed spinach - Assorted seasonal vegetables tossed with garlic butter **SALADS** - Cubed beetroot with chutney - Carrot, raisins & cabbage - Crispy lettuce with feta cheese, cherry tomatoes, cucumber and calamata olives with dressing **DRINKS** - variety of 100% fruit juice (330ml cans) Please provide plates, cutlery & crockery, serviettes, chaffing dishes, food for guest to be warm throughout the	1000		

NO	DESCRIPTION OF SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
	serving duration, properly dressed professional staff enough number to serve food and have 4 serving stations			
1.10	Bottled plain water 500mls	1000		
1.11	**<u>22 JANUARY 2027 (Amakhosi Tent)</u>** **MORNING TEA: 08h00** **MENU:** - tea - coffee - fresh milk (full cream and fat free) - white and brown sugar sachets - scones - assorted muffins - assorted sandwiches (cheese & tomato, tuna mayonnaise, chicken mayonnaise, egg mayonnaise, chicken polony& ham) - variety of 100% fruit juice (330ml cans)	150		
1.12	**LUNCH TIME: 13h00 (Amakhosi Tent)** **MENU:** - steam bread (jeqe) - rice - samp - beef curry - roasted chicken & umleqwa - inyama yangaphakathi - 3 salads (butternut, betroot salad & chakalaka) - 100% fruit juice 330 ml cans and cans of fizzy drinks	300		
1.13	Bottled plain water 500mls	300		
1.14	**<u>COMMUNITY CATERING:</u>** - two bread rolls - ¼ chicken leg - 330ml fruit juice in a can - 1 fruit - provide (hire)15 water buckets/dispensers and disposable cups to be stationed at certain points at the main marquee for the community. Food is to be packaged in containers and plastic bags ready by 7:00 on-site for distribution	1000		
1.15	Bottled plain water 500mls	1000		
1.16	**Contact Person: Mr Alpha Ngcobo 083 307 8795** **<u>AMABUTHO BREAKFAST</u>** - sandwiches polony and cheese - fruit juice 330 ml - apple / pear	1000		
1.17	**<u>AMABUTHO LUNCH</u>**			
	- cows (slaughtered and sliced with izinhloko	9		
	- standard mobile fridges (600kg) (2000 x 1400 x 1800cm)	3		

NO	DESCRIPTION OF SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE
	- generator 2500 watts (2.5 kva)	1		
1.18	**LUNCH FOR AMABUTHO** - ujeqe/ idombolo - boiled beef (meat will be provided by the department, don't include it to your quotation) - 330ml fruit juice meals to be packaged in buckets per ibutho for 11 districts (service provider to bring sufficient packaging material to pack/divide these meals.	2500		
1.19	Amahewu for Ibutho – 500 ml	2500		
1.20	Bottled plain water 500mls	2500		
1.21	**PROVISION OF COOKS:** **SERVICE PROVIDERS / COOKS FOR IBUTHO** ▪ **ten (10**) cooks / service providers to be procured ▪ each cook / service provider will be paid **R10 000**. ▪ the cook / service provider will cook meat and idombolo for ibutho. ▪ each cook / service provider to bring a minimum of **five** assistants ▪ all cooks / service providers and assistants must bring id copies ▪ each cook / service provider will be expected to prepare **500 pax** ▪ groceries will be provided by the department **ITEMS TO BE PROVIDED BY EACH SERVICE PROVIDER** ▪ 2 x 3 Burner Gas Stoves ▪ 2 Big Gas Cylinders ▪ 08 Big Pots ▪ 08 Big Mixing Bowls ▪ Kitchen utensils (Dishing spoons, chopping knives, grater etc. ▪ Big Bowls for washing dishes ▪ Umphongolo	10 Cooks		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 10

SCHEDULE OF PRICING

(To be completed by bidder)

GROCERIES				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
To be completed by requester/ end user			*To be completed by bidding supplier*	
1	**GROCERY FOR AMABUTHO**			
1.1	Samp 10kg	5		
1.2	Sugar Beans10kg	5		
1.3	Flour 10kg	20		
1.4	Yeast 10gms	200		
1.5	Sugar 2kg	5		
1.6	Beef Cubes (24 boxes)	5		
1.7	Fine Salt (1kg pack)	5		
1.8	Amahewu 500ml	2500		
1.9	Polysterene form food containers (main pack- 30rl)	3000		
1.10	Waste / Refuse packs	20 X 10		
1.11	Traditional brew (umqombothi) on 21-22 January 2025 main event for 2500 people	2 500		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

SCHEDULE 11

SCHEDULE OF PRICING

(To be completed by bidder)

PROTOCOL CONSUMABLES				
NO	**DESCRIPTION OF SPECIFICATION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
To be completed by requester/ end user			*To be completed by bidding supplier*	
1	**PROTOCOL, THESE ITEMS ARE TO BE DELIVERED ON THE 05th OF JANUARY 2027 AT 10H00, AT 230 PRINCE ALFRED STREET IN PMB FOR MORE INFORMATION PLEASE CONTACT MS N BHENGU 071 855 9387**			
	PURCHASING WRISTBANDS			
1.1	Lanyards	3 000		
1.2	Gold - Abantwana	1000		
1.3	Silver – Guests	800		
1.4	Black -	500		
1.5	Yellow – Media	700		
1.6	Laminating pouches 300 sheets 100 in a pack	5 boxes		
1.7	White hard paper (white) for placement cards 50 in a pack	5 packs		
		SUB-TOTAL	**R**	
		VAT	**R**	
		GRAND-TOTAL	**R**	

Total inclusive of all taxes to be transferred to page 1 of invitation/ request to quote.

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222 Jabu Ndlovu Street, Pietermaritzburg, 3200
Tel: 033 264 3400

ANNEXURE A: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/ PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
NUMBER OF PARTICIPANTS	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **PROVISION OF EVENT MANAGEMENT (GOODS AND SERVICES) FOR THE 2026 (UMKHOSI WESANDLWANA) TAKING PLACE AT NQUTHU ON 22 JANUARY 2027**.

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory: .....

Contact Number: ..... Email address: .....

Signature: ..... Date : .....

CLIENT(EMPLOYER) STAMP HERE

Incomplete and/ or unsigned form will not be accepted and the Department Reserves the right to contact any Client Company listed as a reference.

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222 Jabu Ndlovu Street, Pietermaritzburg, 3200
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ANNEXURE A: REFERENCE LETTER TWO

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/ PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
NUMBER OF PARTICIPANTS	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **PROVISION OF EVENT MANAGEMENT (GOODS AND SERVICES) FOR THE 2026 (UMKHOSI WESANDLWANA) TAKING PLACE AT NQUTHU ON 22 JANUARY 2027**.

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory: .....

Contact Number: ..... Email address: .....

Signature: ..... Date : .....

CLIENT(EMPLOYER) STAMP HERE

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ANNEXURE A: REFERENCE LETTER THREE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/ PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
NUMBER OF PARTICIPANTS	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **PROVISION OF EVENT MANAGEMENT (GOODS AND SERVICES) FOR THE 2026 (UMKHOSI WESANDLWANA) TAKING PLACE AT NQUTHU ON 22 JANUARY 2027**.

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory: .....

Contact Number: ..... Email address: .....

Signature: ..... Date : .....

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ANNEXURE A: REFERENCE LETTER FOUR

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/ PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
NUMBER OF PARTICIPANTS	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **PROVISION OF EVENT MANAGEMENT (GOODS AND SERVICES) FOR THE 2026 (UMKHOSI WESANDLWANA) TAKING PLACE AT NQUTHU ON 22 JANUARY 2027**.

If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory: .....

Contact Number: ..... Email address: .....

Signature: ..... Date : .....

CLIENT(EMPLOYER) STAMP HERE

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ANNEXURE A: REFERENCE LETTER FIVE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/ PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
NUMBER OF PARTICIPANTS	

The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for **PROVISION OF EVENT MANAGEMENT (GOODS AND SERVICES) FOR THE 2026 (UMKHOSI WESANDLWANA) TAKING PLACE AT NQUTHU ON 22 JANUARY 2027**.

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Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor
Kindly, indicate their overall performance on the project.	Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor

Full Name of Authorised Signatory: .....

Contact Number: ..... Email address: .....

Signature: ..... Date : .....

CLIENT(EMPLOYER) STAMP HERE

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ANNEXURE B								
Description or nature of project/ assignment	Number of participants	PROJECT PERIOD		PROJECT/ CONTRACT VALUE (R)	EXPERIENCE/ REFERENCES			
		Start date	End Date		CLIENT ORGANIZATION/ DEPARTMENT	OFFICIAL PURCHASE ORDER NO.	CONTACT PERSON	TELEPHONE DETAILS