

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	DSI14/2022-23	CLOSING DATE:	06 February 2023	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of an event management company to plan, organize, and manage the hosting of the group on earth observations ministerial summit and plenary from 06 to 10 November 2023				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	SCM	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dst.gov.za		E-MAIL ADDRESS	tenders@dst.gov.za	
<b>SUPPLIER INFORMATION</b>					
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORCIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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: .....

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

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

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

Name of bidder: .....	Bid number: DSI14/2022-23
Closing Time: <b><u>11:00</u></b>	Closing date: 06 February 2023

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

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

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

\*Delete if not applicable

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

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

Name of bidder: .....	Bid number: DSI13/2022-23
Closing Time: <b>11:00</b>	Closing date: 06 February 2023

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

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

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

\*Delete if not applicable

### PRICE ADJUSTMENTS

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2...	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc.
R1t, R2t.....	=	The total of the various factors D1, D2...etc. must add up to 100%.
R1o, R2o	=	Index figure obtained from new index (depends on the number of factors used).
VPt	=	Index figure at time of bidding.
		15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

#### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

3  
**SBD 3.2**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## PRICING SCHEDULE (Professional Services)

Name of bidder: .....

Bid number: DS14/2022-23

Closing Time: 11:00

Closing date: 06 February 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY  
NO \*\*(ALL APPLICABLE TAXES INCLUDED)

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----			R

TOTAL: R.....

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

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract?  
 \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
 ....  
 ....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures/ technical information may be directed to the –

E-mail address: [tenders@dst.gov.za](mailto:tenders@dst.gov.za)

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

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.

2.2 Do you, or any person connected with the bidder, have a relationship YES/NO with any person who is employed by the procuring institution?

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

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<sup>2</sup> 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.

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

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**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

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

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	NO	
-----	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted ..... %
- ii) The name of the sub-contractor .....
- iii) The B-BBEE status level of the sub-contractor .....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	NO	
-----	----	--

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
Black people	✓	✓
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

### 8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

## WITNESSES

1. .....

2. .....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

# THE NATIONAL TREASURY

Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

initiate:

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

initiate:

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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

initiate:

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

initiate:

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.

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		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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
4.	<b>Standards</b>	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5.	<b>Use of contract documents and information; inspection</b>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6.	<b>Patent rights</b>	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.	<b>Performance security</b>	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.

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

8. **Inspections, tests and analyses**

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

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost

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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

initiate:

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.

**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.

Initiate:

**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

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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 fulfilment 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**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the

initiate:

**performance** 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

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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**

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

Initiate:	

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and**

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

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**rights**

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

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		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,
		<ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
28.	<b>Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
29.	<b>Governing language</b>	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.	<b>Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

initiate:

**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

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contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

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## INVITATION TO BID

### PERSONAL INFORMATION AND THE POPI ACT

In order to participate in the Department of Science and Innovation's (DSI) supply chain management process the bidder and / or potential service provider, and where quote, tender or related Bid is successful, the service provider who has been awarded the tender or contract, and who will provide the DSI with goods and / or services as the case may be, including without detracting from the generality thereof, any juristic or natural person, or any person who may be acting on behalf of /or in a representative capacity in respect of the bidder and / or potential service provider, and / or the successful service provider and from whom DSI will receive Personal Information in connection with and / or related to the quote, tender, Bid or subsequent award and conditions of Contract, (hereinafter referred to as the "Data Subject", you will have to provide the DSI with certain information which is personal to you, including your name and identity number, address, contact details including email and phone numbers, race, details of assets in your possession and images of yourself ("Personal Information"). In terms of a law known as the Protection of Personal Information Act 4 of 2013, (POPIA) everyone has the right to privacy including the right to the lawful collection, retention, dissemination and use of one's Personal Information. In order to give effect to this right, the DSI is under a duty to provide you with a number of details pertaining to the use of and subsequent processing of your Personal Information, before such information is used or processed. In accordance with this requirement, the DSI sets out under the attached document known as the "DSI section 18 informed consent document for Security Access" the reasons why your Personal Information is required and how the Department of Science and Innovation will use and handle this information.

Kindly ensure that you obtain a copy of this document from Reception.

You may also download this document by clicking [here](http://www.dst.gov.za/legislation/privacy-data/section-18-POPI-informed-consent-document)

Please read the document before you enter our premises and / or provide the DSI with the required Personal Information.

By providing us with your Personal Information, you consent to the DSI processing your Personal Information, which the DSI undertakes to process strictly in accordance with the abovementioned section 18 informed consent document for the DSI Supply Chain Management Unit.



**science & innovation**

Department:  
Science and Innovation  
**REPUBLIC OF SOUTH AFRICA**

(“The DSI”)

## **TERMS OF REFERENCE**

# **APPOINTMENT OF AN EVENT MANAGEMENT COMPANY TO PLAN, ORGANISE, AND MANAGE THE HOSTING OF THE GROUP ON EARTH OBSERVATIONS MINISTERIAL SUMMIT AND PLENARY FROM 06 TO 10 NOVEMBER 2023**

**This tender is designated for an Emerging Micro Enterprise (EME) or Qualified Small Enterprise (QSE) which is at least 51 % owned by black people.**

## **1. BACKGROUND**

**1.1.** The Group on Earth Observations (GEO) is a partnership of more than 113 national governments, of which 30 are from Africa and over 140 Participating Organisations, of which 11 are from Africa. GEO envision a future wherein decisions and actions for the benefit of humankind are informed by coordinated, comprehensive and sustained Earth observations

**1.2.** GEO promotes open, coordinated, and sustained data sharing and infrastructure for better research, policy-making, decisions and action across many disciplines. The GEO community focuses on three global priority engagement areas: The United Nations 2030 Agenda for Sustainable Development, the Paris Climate Agreement, the Sendai Framework for Disaster Risk Reduction, as well as the eight societal benefit areas of GEO which include Biodiversity and Ecosystem Sustainability, Disaster Resilience, Energy and Mineral Resources Management, Food Security and Sustainable Agriculture, Infrastructure and Transport Management, Public Health Surveillance, Sustainable Urban Development, and Water Resources Management.

**1.3.** GEO Plenary takes place annually and each region (Asia, Americas, Europe and Africa) volunteers to host and the GEO Ministerial Summit takes place once in three or four years. The Department of Science and Innovation (DSI) will host the 2023 Ministerial Summit and Plenary from 06 to 10 November 2023 in Cape Town, Western Cape. .....

**1.4.** The DSI established the GEO Local Organising Committee (LoC) to assist with the preparations. The Members of the LoC include DSI Communications, DSI International Cooperation Resources, the City of Cape Town Local Municipality, the South African National Convention Bureau (SANCB), the South African National Space Agency (SANSA), and DSI Security Services. The Service provider will also form part of the LoC.

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**1.5.** The Department of Tourism (DoT) will be requested to assist with positioning the GEO Ministerial Summit and Plenary sessions in terms of tourism's contribution to the economy. Therefore, the service provider will be expected to work with DoT on this aspect.

## **2. PROBLEM STATEMENT**

South Africa, through the DSI, will be hosting the GEO Ministerial Summit and Plenary from 06 to 10 November 2023. The DSI does not have the required capacity or resources internally to provide the services of organising the Summit.

## **3. PURPOSE AND OBJECTIVE**

The main objective of the Terms of Reference (ToRs) is to appoint an event management company to:

- Render seamless, coordinated service and effectively plan, organise and manage all necessary preparatory work for successful hosting of the GEO Ministerial Summit and Plenary to be held in CT -ICC from the 06 to 10 November 2023 in Cape Town, Western Cape; and
- Plan side events and exhibitions jointly with the GEO Secretariat and the Local Organising Committee.

## **4. THE SCOPE OF THE PROJECT**

The successful event management company will be expected to perform the functions for a period of ten (10) months, starting from March 2023 ending in December 2023. The preferred event company will jointly coordinate the planning and organisation with the DSI and the GEO Secretariat. The service provider is expected to organise a successful event as detailed below.

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#### **4.1 TASK DIRECTIVE:**

- 4.1.1 To coordinate and secure facilities and spaces within the Cape Town International Conference Centre (CTICC) in line with the needs of the forum;
- 4.1.2 Create a database and an electronic information brochure with information about local hotels, travel requirements such as visas, local tourist attractions, and other important information such as hospital and police contact information (working with SANCB);
- 4.1.3 Manage logistics including shuttle services for guests from the hotels to the venue (block booking of hotels & B&B, making reservations, negotiating rates);
- 4.1.4 To recommend three local science and innovation excursion areas for guests, coordinate transportation and to secure the sites in collaboration with the City of Cape Town Metropolitan, and present the plan to the DSI and GEO Planning Committee for approval;
- 4.1.5 Manage the process of placing a call for exhibitions, evaluate the proposals, and select according to the approved themes (encourage participation from local and international exhibitors, including private and public entities) working in coordination with the GEO Secretariat and the DSI;
- 4.1.6 To prepare the exhibition venue, develop the floor plan according to the approved themes and hire carpet for all venues that will be used. (To be done in collaboration with the DSI);
- 4.1.7 Provide exhibition shell schemes, lighting, and furniture based on contracted square metres and the number of confirmed exhibitors. Coordinate infrastructure build-up and breakdown, the registration, and the presentation of the exhibition plan to the City of Cape Town's Joint Operations Committee (e.g., 70 x 3m x 3m shell schemes and 30 x 6m x 3m with facia board, two chairs, table, light on each stand);
- 4.1.8 To record a 2-minute video that can capture the essence of the exhibitions daily, focusing on different angles and broadcast it on the social platforms before the session starts and during the break;

initiate:

- 4.1.9 Develop electronic registration systems and marketing materials, such as electronic invitations, information brochures, and backdrop banners for monitors;
- 4.1.10 Organise interpretation services (simultaneous and consecutive interpretation, chuchotage) and provide technical facilities and equipment, compile and dispatch preparatory background documents to interpreters;
- 4.1.11 Source appropriate and affordable gifts for delegates (approx. 600 - 700) bags and pens; and extra 100 for the Ministers;
- 4.1.12 Coordinate the registration processes (includes badges, nameplates, and conference packs), dispatch promotional material at the reception areas, and usher guests to the correct venues, place branding materials and organising shuttles when needed. (Venues would include hotels, and the airport to coordinate the guests arrival working with the DSI and Department of International Relations and Cooperation (DIRCO) team;
- 4.1.13 Coordinate the registration of the event for Safety at Sports and Recreational Events Act (SASREA) compliance with the South African Police Service , working together with the DSI security team;
- 4.1.14 Manage document control, provide secretariat support for the ministerial summit and plenary, record all sessions and conduct an event satisfaction survey;
- 4.1.15 General requirements (should include working with the Local Organising Committee and being directly responsible for some aspects of the organisation of the conference);
- 4.1.16 Provide high-resolution photographic, and high-definition visual material for social and online media platforms (digital media specialist services). All content generated, should be configured to suit the different platforms, as and when required, on behalf of the department;
- 4.1.17 Produce and /or edit short videos (30 seconds, 60 seconds and 2 minutes, including sub-titles), still photographs and infographics or animations, where required;
- 4.1.18 Develop an app for uploading agenda and following the programme for the week; and

initiate:

4.1.19 Identify, brief, coordinate and supervise subcontractors before and during the event to ensure the consistent implementation of event formats.

## **4.2 2023 GEO Ministerial Summit and Plenary Venue Requirements**

### **4.2.1 Operations Centre**

Secure and set up an Operations Centre at the venue and ensure that it has the required workstations necessary to undertake the event (including at least a laptop, printer, photocopier, internet connectivity, standard office supplies and other conference organisation enablers, IT support).

### **4.2.2 Emergency and Security Services**

The event management company in consultation with the management of the venue should also ensure that there are always emergency medical services and security officers as recommended in the security cluster meetings. The event management company will be expected to liaise with local medical facilities for SASREA compliance. (The process should be done in collaboration with the DSI security team).

### **4.2.3 Holding Rooms**

Two medium-sized VIP-equipped holding rooms for Ministers should always be reserved for dignitaries. (Events Company to ensure that the venues are always kept clean with all amenities and snacks required).

### **4.2.4 Plenary and Gala dinner Hall**

4.2.4.1 To host the official opening and the closing session.

4.2.4.2 The company must provide the furniture and the décor for a gala dinner event.

4.2.4.3 To provide a professional audio-visual system that befits the nature of the event, stage, background wall, lighting, carpets and draping.

initiate:

4.2.4.4 The service provider recommends artists to entertain the guests.

4.2.4.5 To select the catering and beverages for the event

The process should include branding the venues inside and outside using digital branding materials and projecting the program and the speakers' profiles digitally.

The process should be conceptualised in collaboration with the committee and communication.

### **4.3 Support to host the 2023 GEO Ministerial Summit and Plenary**

#### **Specifications for the live streaming facilities and the audio-visual system:**

- 4.3.1 Provide live streaming equipment based on the size of the event and the number of venues. (Liaise with the venue for accredited suppliers in all IT requirements).
- 4.3.2 Provision of monitors and the projection facilities, lighting and sound system.to be done in consultation with the DSI and the venue.
- 4.3.3 Provide high tech photographic services, with high-definition visuals appropriate for social and online media platforms. All content generated should be configured to suit the different platforms, and be available when required, on behalf of the department and GEO Secretariat.
- 4.3.4 Provide efficient, and the most recent virtual equipment, including a dedicated IT support service / technician.
- 4.3.5 Pre-record and edit video messages of principals that include the Minister, Deputy Minister, Director-General, and Deputy Directors-General, if required.
- 4.3.6 Provide a teleprompter / autocue facility when needed for professional footage,
- 4.3.7 Design and produce theme specific email banners, holding banners, PowerPoint Presentations, and infographics for social media campaigns, working in collaboration with the GEO Secretariat and the Department's Graphic Designer and Web Content Manager.

initiate:

4.3.8 Produce and /or edit short videos (30 seconds, 60 seconds, 2 minutes, and 5 minutes include sub-titles where necessary),

4.3.9 Produce still photographs, infographics and do voice overs when such services are required.

The following requirements must be attended to which will require signed approval of the GEO Secretariat and the DSI.

Item	Quantity
Assess, identify, and advise on the tools necessary for the venue to host a successful hybrid event and recommend what is needed to achieve our objectives.	Venue preparation to deliver a successful event in line with the scope of work, block booking/reservation of accommodation and travel arrangements for specified delegates, ground transport (shuttle from hotel to venue) as may be required, etc
Securing online platform for the GEO Ministerial Summit & Plenary configured to suit the different platforms	Online platform must permit both active and passive participation from remote participants across the world, including live streaming, webinars, and webcasting
Invitations, programme, infographics (including short biographies of key speakers and session concepts) prospectus and design of exhibition hall (in electronic form ONLY). Awareness through website/social media.	Electronic versions of invitation(s) and programme (including any necessary updates), design and layout of exhibition hall, as well as a technical write-up of proceedings.
Lanyards for on-site registration and memory sticks. This will be done	~800 lanyards for the GEO Plenary and for the Ministerial Summit (various categories such as media, VIP etc) with QR code and 700 branded

initiate:

working with the GEO Secretariat	memory sticks loaded with content that will be provided / specified by the Department
Banners with DSI and GEO logos  [guidance will be provided on the sequence of the Logos]  Branding	Print and Electronic version to be used on the various websites page for the co-branded event and the needs to be (including at the entrance, in the foyer, outside each venue and on the stage in each venue) branding for the venue and branding for each exhibition stand
Preparation of exhibition booths including online exhibitions (if online exhibition will be required)	Sizes and quantity to be confirmed.  Shipment of stand and conference materials
Provide furniture inside the booth (Two chairs and a table)	One table and two chairs  Electrical points with ports for different types of gadgets with at least one being a non-South African adaptor  Lights  Bin  Plasma screens  Additional requirements on request will be for the exhibitors account – the service provider must prepare a pricelist for these additional requirements.
Social programme and entertainment	Develop and organise social programmes during the event. These might include music entertainment, cultural visits, guided and sightseeing tours, programmes for spouses and/or partners etc.
Ground transportation	Organise shuttle/coach services (buses, minivans, cars). The Contractor is requested to present DSI with a detailed plan of activities.

initiate:

	Prepare arrival and departures plans and passenger lists and organise reception/welcome desks at airports/hotels/venues.
Develop, manage and produce the entire organisation and documentation required by DSI and GEO Secretariat	For example, and not limited to, evaluation of risk and interference, compliance with Covid-19 rules, security workers, etc

#### **4.4 Manage digital and written documentation for the conference**

Uploading of the pre-event documentation (including concept notes for the exhibitions and panel sessions, and the speaker profiles and photos, etc.) and summary proceedings of all sessions, all Power Point Presentations/speaking notes, and all GEO events photographs from each day on the website mentioned above.

#### **4.5 Registration process and information management**

- 4.5.1 Manage participants' online and on-the-day registration, confirmation, and correspondence with participants. The event management company will be expected to report on the status of registration on a regular basis starting from the day online registration is activated. The registration for the event will be done through the GEO website. The event management company will be given access to the database of registered delegates and will then be responsible for further interactions with delegates outside the Portals mentioned above (in consultation with the GEO Secretariat).
- 4.5.2 Assisting the GEO Secretariat to set up of the reception, information desk, registration desk that can be able to deal with large volumes.

initiate:

- 4.5.3 Coordination of all logistics for official functions and meetings (setting up of stage, podium, floral and plant decorations, supervision of manpower, etc. for exhibition and other sessions).
- 4.5.4 The service provider needs to ensure that sufficient manpower is available for managing the event which will be subject to approval by DSI.

#### **4.6 Liaise with the venue for an auditorium and conferencing venue facility arrangements**

The event management company needs to liaise with a representative from the venue for the auditorium and conference venue facility.

- 4.6.1 Microphone on stage,
- 4.6.2 Portable/mobile microphones,
- 4.6.3 Large projection screen at the stage,
- 4.6.4 The stage and podium
- 4.6.5 Chairs for panellists
- 4.6.6 Data Projector,
- 4.6.7 DVD, CD & Video player (suitable for all international formats), including links for streaming.
- 4.6.8 Meeting and media rooms.
- 4.6.9 Décor and entertainment
- 4.6.10 Catering services and the selection of menus to be discussed with DSI
- 4.6.11 All other conferencing tools that will be identified by the event management company necessary to ensure the event is hosted successfully.

#### **4.7 Exhibition hall and foyer setup**

initiate:

- 4.7.1 For the exhibitions, develop the floor plan and allocate exhibitions according to the approved themes.
- 4.7.2 Register the exhibition with the LoC of the City of Cape Town
- 4.7.3 Prerecord the exhibitions for online audience to view the content daily, with succinct voice-over to accentuate of the essential aspects of the exhibition area.
- 4.7.4 Ensure that stalls furniture is available for exhibitors on the days of the GEO Ministerial Summit and Plenary. (Minimum one stand table and two chairs).
- 4.7.5 Liaise with exhibitors to ensure that they dress stands 2 days before the opening of the events.

#### **4.8 Security liaison and management**

- 4.8.1 Liaise with key stakeholders from all the security structures on the management of security measures for the GEO week. The local organising committee will provide guidance;
- 4.8.2 Provide security personal and marshals, subject to the security cluster recommendations, (check with the venue for compliance issues).
- 4.8.3 To develop and security plan outlining their resources and tactics for a safe and secure event with minimal incidents.

#### **4.9 Record keeping, document control and management**

- 4.9.1 The Service Provider is expected to keep all the records related to the organisation and hosting of the event mentioned above in addition to the regular finance reports.
- 4.9.2 All records will be kept in accordance with the required standards including document control and management.
- 4.9.3 DSI will have the rights of any information, all records and deliverables generated for the purposes of the event. The service provider will not be permitted to use material (minutes, letters or any correspondence relating to the GEO). The

initiate:

service provider should hand over all material at the end of the conference, including availing all records for audit purposes.

- 4.9.4 Monthly meetings (which will become weekly towards the event) will be held between the LoC and the event management company to inspect record keeping, document control and management.
- 4.9.5 No records (minutes, letters, or any correspondence of the events) will be destroyed prior and after the hosting of the event in line with the time allowed in the relevant prescripts/laws of the country. All records must be handed over to the Department at the end of the contract or as and when required to do so.

**4.10** All the items listed above are non-exhaustive requirements to deliver on the GEO Ministerial Summit and Plenary.

## **5 DELIVERABLES, TIME-FRAMES AND COSTS**

- 5.1** The success of the project will be determined by the full implementation of the approved implementation plan of the event.
- 5.2** The two tables below set out the expected deliverables and milestones with associated payment tranches for the event. The milestones will be informed by the draft implementation plan of the event which will be evaluated and finalised by the service provider and the DSI.

initiate:

**5.3 Table 1 - Deliverables, timeframe and costs for the GEO Ministerial Summit and Plenary**

<b>Deliverables</b>	<b>Time Frame</b>	<b>Proportion of total payment</b>
Approved project and implementation plan	First plan: within 2 weeks of inception of the project (signing of contract)	10% of total estimated costs of the event
Successful management of the event registration and well planned exhibition floor area and exhibitors	Requirements for registrations, exhibitors, and marketing materials to be finalised 3 months before the event	30% of total estimated costs of the event
Successful execution of the actual hosting the GEO Ministerial Summit and Plenary, working together with the GEO Secretariat; as per the plan	one week after the event	40% of total estimated costs of the event
Project closure and approved exit report for GEO Ministerial Summit and Plenary	two months after the event	20% of total estimated costs of the event

**5.4** A project budget, outlining a scheduled cost associated with the proposed project should be included. All monetary values quoted (in South African Rand) must include Value Added Tax (VAT).

initiate:

The event management company must provide a detailed activity-based Pricing Schedule in line with the table below and should take note that it will be paid based on the achievements of deliverables not milestones: The pricing schedule below is not exhaustive and must be used as a guideline. The pricing schedule must be linked to the deliverables and payment schedule above. <b>SERVICES</b>	<b>PRICE IN RANDS</b>
1. Approved GEO week costed project plan.	
2. Assess, advise and provide additional tools that are necessary to host a successful event	
3. – online registrations, and all IT equipment organised etc. (refine)	
4. GEO Week event planning and implementation and all associated secretariat support, working with GEO Secretariat.	
5. Work closely with the GEO Secretariat to update the websites.	
6. Assist to manage the content for the session preparations and exhibitors and any subsequent arrangements.	
7. Manage digital and provide secretariat services written content and documentation for the event.	
8. Coordination and liaise with the exhibitors (including Small, Medium and Micro Enterprises and Embassies).	
9. GEO Week electronic registration process prior and during the event as well as information management.	
10. Exhibition coordination and management including managing the setup of all session rooms and exhibition halls.	

initiate:

11. Security liaison and management together with DSI security (excluding for VIPs).	
12. Management of logistics including travel and accommodation for speakers (block booking/reservations, ground transport (shuttle from hotel to the venue), and entertainment (as required).	
13. Record keeping, document control and management.	
<b>TOTAL COST (INCLUSIVE OF VAT)</b>	

## 6 DURATION AND FORMAL CONTRACT

- 6.1** Successful service providers will be required to enter into a formal contract with DSI for a period of 10 months.
- 6.2** This bid and all contracts will be subject to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to those of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

## 7 PROJECT MANAGEMENT

- 7.1** The service provider will be expected to submit an electronic progress report to the DSI a week before the LoC meeting. The report will be presented to the LoC to monitor progress.
- 7.2** All deliverable reports should be submitted at the end of each deliverable.
- 7.3** All deliverable reports will be analysed by the DSI, endorsed by LoC and approved by DSI.

## 8 BRIEFING SESSION

initiate:

No Briefing session.

## **9 SCREENING FOR COMPLIANCE**

**9.1** During Phase 1, a short list will be established, and the shortlisted service providers will be evaluated at phase 2. Service providers must meet all the minimum requirements to proceed to phase 2:

9.1.1 Proof of registration on the Centralized Supplier Database held by the National Treasury. Please note that from 1 April 2016 no business will be conducted with a supplier who has not registered on the Central Supplier Database which is held by National Treasury.

9.1.2 Completed and signed SBD forms.

9.1.3 Service provider's acceptance of terms of reference, (ToR) by placing service provider's initials on each page.

9.1.4 Service provider's acceptance of terms and conditions of the bid, by placing service provider's initials on each page of the General Conditions of Contract (GCC).

9.1.5 Submit an electronic version (USB) and 1 hard copy

9.1.6 Compliance with specifications/scope of work, terms and conditions of the bid.

9.1.7 The preferred service provider and its employees will be subjected to State Security Agency screening. The appointment will be finalised based on the results of the screening process.

**9.1.8 This tender is designated for an EME or QSE which is at least 51 % owned by black people**, failure to comply with this pre-qualification will result in disqualification.

initiate:

## **9.2 Administrative Requirements for this tender:**

### **9.2.1 Project Plan:**

- 9.2.1.1 Project plan with inputs, intermediate and final outputs and identified time frames and milestones on all deliverables.
- 9.2.1.2 Proposed Methodology.
- 9.2.1.3 Overall approach to management of the project with associated risks to the project and the mitigation plan.

### **9.2.2 Cost:**

- 9.2.2.1 The Service Provider will be requested to provide a quote regarding the work to be undertaken for this project
- 9.2.2.2 The total cost must be VAT inclusive and should be quoted in South African currency (**Use the template provided on page 13**)

### **9.2.3 Company Experience:**

- 9.2.3.1 The company must have a minimum of eight years of experience.
- 9.2.3.2 Provide a portfolio of similar high-profile events managed (minimum 800 delegates that includes high number of international guests)

### **9.2.4 Team Leader and Team Members' Experience for the event management company.**

- 9.2.4.1 Team leader and team members must possess a minimum of a bachelor's degree or national diploma or its equivalent in the relevant discipline (e.g., preferably in Communications, Event Management, Public Relations, Marketing, and Media Relations).
- 9.2.4.2 Certified copies of qualifications need to be attached as proof.
- 9.2.4.3 The company must have a minimum eight years in events management.**
- 9.2.4.4 The team leader must have minimum of eight 8 years' experience, 5 of which must be at management level and individual team members must have at least three years' experience. Experience in organizing events that include international delegates will be an added advantage.

initiate:

9.2.4.5 CVs of the team leader and team members must be attached to the technical proposal as evidence.

## 10 EVALUATION PROCESS

**10.1** The evaluation process will comprise of the following phases:

- Phase 1: Functionality Evaluation.
- Phase 2: Pricing and BBBEE Evaluation

The following rating values for evaluation will be used:

- a. Each panel member will rate each individual criterion on the score sheets as indicated for each phase, using the following scale:

Value	Description
5 – Excellent	Exceeds the functionality requirements
4 – Very Good	Above average compliance to the requirements
3 – Good	Satisfactory and meets the requirements
2 – Average	Partial compliance to the requirements
1 – Poor	Unacceptable, does not meet set criteria

- b. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- c. The scores will be converted to a percentage and **ONLY** service providers that have met or exceeded the minimum threshold for a phase will be evaluated in terms of the next phase.
- d. Service providers must, as part of their bid documents, submit supporting

initiate:

documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

e. Service providers will not rate themselves but need to ensure that all information is supplied as required. The DSI panel members will evaluate and score all responsive bids and will verify all documents submitted by the service providers.

## 10.2 Phase 2: Functionality Evaluation

10.2.1 Service providers' responses will be evaluated for functionality in this stage, based on achieving a minimum score of sixty percent (60%).

10.2.2 The DSI panel members will individually evaluate the responses received against the following criteria as set out below.

10.2.3 Any proposal not meeting a minimum score of 60 percent on functional proposal will be disqualified and will not be considered for the next Phase.

PHASE 1: PROPOSAL											
Rating:	1 = Poor	2 = Average	3 = Good	4 = Very good	5 = Excellent						
CRITERIA					WEIGHTS						
<p><b>1. Expertise and experience of the team leader and team members</b></p> <p>Please provide summary of relevant experience of the team leader in leading event coordination and management experience in arranging events that include international delegates</p> <p>a. Team leader's expertise and experience (provide a Curriculum Vitae) as evidence:</p> <table border="1"> <tr> <td>The team leader has 0 years of experience in leading events coordination and management that include international delegates</td> <td>The team leader has less than 7 years of experience of which five years is at managerial level in leading events coordination and management that include international delegates</td> <td>The team leader has 8 years of experience of which five years is at managerial level in leading events coordination and management that include international delegates</td> <td>The team leader has f 10 years of experience of which 5 years is at management level, including membership of a professional body, in leading events coordination and management that include</td> <td>The team leader has more than 10 years of experience of which 6 is at management level, including membership of a professional body, in leading events coordination and management that include</td> <td>20</td> </tr> </table>						The team leader has 0 years of experience in leading events coordination and management that include international delegates	The team leader has less than 7 years of experience of which five years is at managerial level in leading events coordination and management that include international delegates	The team leader has 8 years of experience of which five years is at managerial level in leading events coordination and management that include international delegates	The team leader has f 10 years of experience of which 5 years is at management level, including membership of a professional body, in leading events coordination and management that include	The team leader has more than 10 years of experience of which 6 is at management level, including membership of a professional body, in leading events coordination and management that include	20
The team leader has 0 years of experience in leading events coordination and management that include international delegates	The team leader has less than 7 years of experience of which five years is at managerial level in leading events coordination and management that include international delegates	The team leader has 8 years of experience of which five years is at managerial level in leading events coordination and management that include international delegates	The team leader has f 10 years of experience of which 5 years is at management level, including membership of a professional body, in leading events coordination and management that include	The team leader has more than 10 years of experience of which 6 is at management level, including membership of a professional body, in leading events coordination and management that include	20						

				international delegates	international delegates	
	1	2	3	4	5	
b. <b><u>Team members' experience</u></b>						20
	The number of testimonials / letters of successful and completed events, logistics and operations and not years of experience will be used, that shows experience in hosting previous events, with a thousand or more delegates including international delegates.	Relevant experience in conducting event coordination and management (Testimonial letters to be submitted as evidence)				
	Team members have one testimonial / letter of experience in coordinating or managing complex and dynamic logistics and operations of at least 200 delegates	Team members have 3 testimonials / letters of experience in coordinating complex and dynamic logistics and operations of at least 300 delegates	Team members have 3 testimonials / letters of experience in coordinating multiple platform events (virtual/ physical / hybrid, live broadcast) operations of at least 500 delegates, including international delegates	Team members have 4 testimonials/ letters of experience in coordinating multiple platform events (virtual/ physical / hybrid, live broadcast) operations of at least 700 delegates including international delegates	Team members have more than 5 testimonials/ letters of experience in coordinating multiple platform events (virtual/ physical / hybrid, live broadcast) operations of at least more than 900 delegates including international delegates	
	1	2	3	4	5	
2. <b><u>The ability to deliver the project requirements and scope of work</u></b>						35
a	The methodology and approach provided is comprehensive and logical; activities, milestones and timeframes are well presented. The methodology is responsive to the terms of reference and the scope of work.					
	The project proposal is non-responsive to the scope of work in the TOR	The project proposal responds to some parts of scope of work in the TOR.	The project proposal responds to all parts of the scope of work in the TOR.	In addition to 3, the proposal will suggest improved scope of work	In addition to 4, the project will provide innovative - thinking and technical value-add to strengthen the planning of the event, including value for money	
	1	2	3	4	5	
b. <b><u>The project plan</u></b>						
	No project plan submitted	Incomplete project plan submitted	Complete project plan submitted, in terms of scope with	In addition to 3, the project plan includes dependencies	In addition to 4, project plan provides crisis	25

initiate:

		clear deliverables, activities, timeframes and responsibilities.	of the project and proper project costing,	management and recovery plan, including risk identification and mitigation matrix plan	
1	2	3	4	5	
<b>TOTAL SCORE</b>					<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>					60

*Note: The successful Service Provider may be required to present their Project Execution Plan to the DSI.*

### 10.3 Phase 2: Price And BBBEE

Price inclusive of VAT will be evaluated as indicated below.

- a) In terms of regulation 6 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the DSI on the 80/20 preference point for Broad-Based Black Economic Empowerment in terms of which points are awarded to service providers on the basis of:
  - The bid price (maximum 80 points)
  - Broad-Based Black Economic Empowerment as well as specific goals (maximum 20 points)

Service providers can only claim BBBEE credential; level, provided they submit an original or original certified BBBEE certificate.

- b) The following formula will be used to calculate the points for price in respect of service providers with a Rand value up to R50,000,000.00:

initiate:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price VAT inclusive of bid under consideration

Pmin = Comparative price VAT inclusive of lowest acceptable bid

A maximum of 20 points (for 80/20) may be awarded to a service provider for being a Broad-Based Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment entity stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-Based Black Economic Empowerment Status points that could be allocated to a service provider is indicated in the following section.

c) B-BBEE Points, the Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 1 April 2017. These regulations require service providers to submit valid original or original certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited auditing firm. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 System)</b>
1	20
2	18
3	14
4	12
5	8

initiate:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 System)</b>
6	6
7	4
8	2
Non-compliant Contributor	0

Failure to capture the required status level and to submit the required BBBEE status level certificates will lead to a zero (0) status level for non-compliant service providers. The following is applicable:

- a. A tenderer must submit proof of its B-BBEE status level of contributor.
- b. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- c. The points scored by a tenderer for B-BBEE will be added to the points scored for price; and the bidder scores the highest number of points will be considered for bid award.
- d. If the price offered by a tenderer scoring the highest points is not market-related, the Department may not award the bid to that tenderer.
  - i. The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
  - ii. If the tenderer does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
  - iii. If the tenderer scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
  - iv. If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.

initiate:

- e. Points scored will be rounded off to the nearest 2 decimals.
- f. In the event that two or more bids have scored equal total points, the contract will be awarded to the service provider scoring the highest number of points for B-BBEE Status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- g. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## **11 AWARDING OF THE BID**

**11.1** The company and its staff will be required to be vetted by the Security Agencies of the State.

**11.2 DSI reserves the right to award the bid in whole to one service provider.**

**11.3** The DSI and the service provider will enter into a service level agreement (SLA).

11.3.1 The SLA will be signed with a representative of the appointed service provider.

11.3.2 The agreed timelines, performance indicators and budget will form part of the SLA.

11.3.3 The original Terms of Reference and agreed amendments will be an annexure to the SLA.

11.3.4 The DSI will make payment as per the signed SLA.

**11.4** The service provider shall assume work upon approval by the Department.

**11.5** The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.

initiate:

**11.6** The service provider will work in close collaboration with a DSI team, so as to ensure that the objectives of the department are accommodated by this project.

**11.7** The service provider will solely be responsible for all administrative issues related to the project.

**11.8** The service provider will attend regular meetings with the DSI throughout the duration of the project.

**11.9** The service provider will be expected to conduct a briefing session with the DSI and all relevant stakeholders prior to the work being conducted and the whole team of the appointed service provider will be required to attend the briefing session.

**11.10** The service provider will explain and elucidate the final report at a meeting arranged by the DSI.

**11.11** The DSI will evaluate the draft final report and request the service provider to effect revisions and additions, if necessary, before the final payment is made.

## **12 FRONTING**

**12.1** DSI, in compliance with regulations, supports the spirit of Broad- Based Black Economic Empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DSI condemns any form of fronting.

**12.2** DSI, in ensuring that service providers conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine that accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines

initiate:

on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition (Dtc), be established during such enquiry/investigation, the onus will be on the service provider/contractor to prove that fronting does not exist. Failure to do so within 14 days from date of notification may invalidate the bid/contract and may also result in restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSI may have against the service provider/contractor concerned.

## **13 PROPRIETARY RIGHTS**

**13.1** The proprietary rights with regards to copyright, patents and other similar rights that may arise from the service provider carrying out the assignment belong to the DSI.

**13.2** The DSI will have unrestricted access to all material, data and information.

**13.3** The service provider shall deliver any or all such material, data and information to the DSI upon request.

**13.4** The final product of all work done shall, on completion of the project belong to the DSI.

**13.5** The service provider shall agree that all rights, to be acknowledged, understood and adhered to by the service provider on acceptance of bid including, without limitation, all intellectual and property rights in and any material, data or information including computer programmes, e- data and documentation related to the project belong to the DSI.

## **14 PROHIBITION OF RESTRICTIVE PRACTICES**

initiate:

**14.1** In terms of section 4(1) 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 service provider(s) is (are) or a contractor(s) was/were involved in:

- 14.1.1 Directly or indirectly fixing a purchase or selling price or any other trading condition
- 14.1.2 Dividing markets by allocating customers, suppliers, territories or specific types of goods or
- 14.1.3 services; or
- 14.1.4 Collusive bidding.

**14.2** If a service provider(s) or contractor(s), in the judgement of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

**14.3** Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any official or representative of DSI, other than SCM officials, in respect of this bid between the closing date and the award of the bid by the service provider is prohibited.

**14.4** The Supplier shall not cede this Agreement without the written permission of DSI.

**14.5** The Supplier shall not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

## **15 SUBMISSION OF PROPOSALS**

initiate:

**15.1** Please note due to Covid 19 there will be no deliveries at the DSI building. Proposals must be emailed to [tenders@dst.gov.za](mailto:tenders@dst.gov.za).

**15.2** The proposal must be clearly marked as follows:

Bid No: **DSI14/2022-23**

Description: **GEO Plenary Event**

Bid Closing date and Time: **06 February 2023 at 11h00**

Name and Address of Service provider

**NB:** *Please note that a proposal will not be considered for evaluation if it's submitted late. Late tenders will be returned; where applicable.*

## **16 COMMUNICATION**

**16.1** Any questions are to be submitted not later than **05 Days** (Specify date) before the closing date of the Bid. Proposals received after this date will not be entertained by DSI. All questions and answers will be published at [www.dst.gov.za/tenders](http://www.dst.gov.za/tenders) section.

**16.2** After the closing date, only Supply Chain Management (SCM) Unit will communicate with service providers for, among others, where bid clarity is sought, to obtain information or to extend the validity period. See sub-par 12.3 for prohibited practice.

**16.3** The results of a bid will be published in the same media as the advertisement and therefore communication will only be sent to successful service providers.

**16.4** Enquiries related to the registration and submission of proposals must be directed to Supply Chain Management:

Demand & Acquisition Management

E-mail: [tenders@dst.gov.za](mailto:tenders@dst.gov.za)

initiate:

**PART A: CLIENT BASE**

Name of client / organization where contract is being executed/was executed		Description of Contract Services	Physical Address of the Client/ organization	Contact persons and telephone numbers of your client	Contract period (indicate start and end dates) e.g., 1 April 2012 to 31 March 2015	Is the contract Current or Past? (Please indicate accordingly)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

NB: DSI reserves the right to verify the contents of this list directly with the service providers' clients and conduct site inspections

initiate: