

Private Bag X9144, PIETERMARITZBURG, 3200  
208 Hoosen Haffeejee Street, Pietermaritzburg, 3200  
Tel: 033 897 9901 Fax: 033 245 2343

**KZNB03/DSD/2025/26: APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS TO PROVIDE THE EVENT MANAGEMENT SERVICE, PUBLICATION AND OTHER DEPARTMENTAL MANDATORY ACTIVITIES FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.**

<b>Company Name</b>	
<b>Central Suppliers Database Registration Number</b>	

The Department invites prospective bidders to submit offers for the establishment of a panel of service providers to provide event management services to the KwaZulu-Natal Department of Social Development for a period of thirty - six months (36). This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into Two Phases:

#### **1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE**

- The bid submitted must be complete in all respects.
- The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

<b>COMPULSORY BID FORMS</b>	
<b>PART A</b>	Invitation to Bid (SBD 1)
<b>PART B</b>	Terms and Conditions for Bidding (SBD 1)
<b>SECTION C</b>	Declaration that information on central suppliers
<b>SECTION G</b>	Bidder's Disclosure (SBD 4)
<b>SECTION M</b>	Authority to Sign the Bid
<b>SECTION N</b>	Conditions of Bid

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

#### **1. PHASE 2: FUNCTIONALITY CRITERIA**

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

##### **2.1 Phase 2: Technical Evaluation Criterion**

An overall minimum of 60% must be attained to qualify to be in the panel of service providers to render event management services.

Criterion	Maximum points to be awarded
1.Approach and Methodology	20
2.Company Profile	10
3.Competency, Capacity and Expertise of the Company	30
4.Competency and expertise of the Employee's on Site	15
5. Financial Capacity	10
6. Locality	15
<b>Total Score</b>	<b>100</b>
<b>Minimum Passing Score</b>	<b>60</b>

A service provider who fails to score a minimum of 60 % on functionality will be considered non-responsive and shall be disqualified automatically.

## 2. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

- Ms T. Dandile Tel No. (033) 897 9908 /e-mail: [thandeka.dandile@kzndsd.gov.za](mailto:thandeka.dandile@kzndsd.gov.za)

Technical enquiries may be directed to:

- Mr E.S.S. Ndlovu Tel. No. (033) 897 9901 /e-mail: [sphephelo.ndlovu@kzndsd.gov.za](mailto:sphephelo.ndlovu@kzndsd.gov.za)

## 3. BRIEFING SESSION

The briefing will be held as follows:

Date: 25 November 2025

Time: 12:00 pm

Venue: MS Teams Virtual Meeting:

[https://teams.microsoft.com/join/19%3ameeting\\_MTFhYzRhYmMtM2RkMy00M2VmLWE4NmYtMmM4NTYyYzczZGFm%40thread.v2/0?context=%7b%22Tid%22%3a%22fb382490-0792-48ef-a18d-34a769447a9e%22%2c%22Oid%22%3a%225963f63a-a83a-40cb-bbf4-0844dec63ff6%22%7d](https://teams.microsoft.com/join/19%3ameeting_MTFhYzRhYmMtM2RkMy00M2VmLWE4NmYtMmM4NTYyYzczZGFm%40thread.v2/0?context=%7b%22Tid%22%3a%22fb382490-0792-48ef-a18d-34a769447a9e%22%2c%22Oid%22%3a%225963f63a-a83a-40cb-bbf4-0844dec63ff6%22%7d)

## 4. CLOSING OF BID:

The closing date and time for receipt of Tenders is **11 December 2025 at 11:00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor.  
Attention: Supply Chain Management Unit  
KZN Department of Social Development  
208 Hoosen Haffeejee Street  
Pietermaritzburg  
3201

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:	KZNB03/DSD/2025/26	CLOSING DATE:	11 DECEMBER 2025	CLOSING TIME:	11H00		
DESCRIPTION	APPOINTMENT OF THE PANEL OF SERVICE PROVIDERS TO PROVIDE THE EVENT MANAGEMENT SERVICE, PUBLICATION AND OTHER DEPARTMENTAL MANDATORY ACTIVITIES FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR THE PERIOD OF THIRTY-SIX MONTHS.						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
KZN DEPARTMENT OF SOCIAL DEVELOPMENT							
208 Hoosen Haffjee Street							
Pietermaritzburg							
3200							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Ms. L.T Dandile			CONTACT PERSON	Mr. E. S. S. Ndlovu		
TELEPHONE NUMBER	033 – 897 9908			TELEPHONE NUMBER	033 – 897 9901		
FACSIMILE NUMBER	-			FACSIMILE NUMBER	-		
E-MAIL ADDRESS	<a href="mailto:thandeka.dandile@kzndsd.gov.za">thandeka.dandile@kzndsd.gov.za</a>			E-MAIL ADDRESS	<a href="mailto:sphephelo.ndlovu@kzndsd.gov.za">sphephelo.ndlovu@kzndsd.gov.za</a>		
<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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <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 ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]		
<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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **SECTION A**

### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

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

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

## **SECTION B**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

**SECTION C**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

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

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

Number.....

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

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

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....





## SECTION G

### 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? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

---

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 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

<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.

## SECTION K

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 1.1 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.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 1.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

- 4.1 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.
- 4.2 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.
- 4.3 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.

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

## **6. Patent rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- ii) 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
  - iii) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8 Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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



## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **SECTION L**

### **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

#### **SECTION 1: DEFINITION OF TERMS**

##### **1.1 SERVICE**

Appointment of a panel of service providers to provide Event Management Services for the Department of Social Development KwaZulu - Natal for a period of thirty-six (36) months

##### **1.2 CONTRACTOR**

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

##### **1.3 AGREEMENT**

This comprises the agreement signed by parties, the conditions of bid, the bid, and the specifications.

##### **1.4 AGREEMENT PERIOD**

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended, or renewed in accordance with stipulations of the agreement.

##### **1.5 PARTIES**

The parties to this contract are The Head of Department for Social Development in the KwaZulu-Natal and the successful Bidder.

##### **1.6 DEPARTMENT**

The Department of Social Development.

##### **1.7 CURTAILMENT OF SERVICE**

The Department reserves the right to withdraw from the service any parts of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted pro rata from the date of withdrawal.

#### **SECTION 2: INTRODUCTION AND RELEVANT INFORMATION**

2.1 This bid is invited and will be awarded and administered in terms of the following:

- 2.1.1 KwaZulu-Natal Supply Chain Management Policy Framework,
- 2.1.2 Section 217 of the Constitution,
- 2.1.3 The PFMA and its Regulations in general,
- 2.1.4 The Preferential Procurement Policy Framework Act, and Regulations of 2022,
- 2.1.5 National Treasury guidelines, and
- 2.1.6 Provincial Treasury Supply Chain Management Practice Notes and guidelines.

2.2 The purpose of the above-mentioned KwaZulu-Natal Supply Chain Management Policy is to change the procurement system in KwaZulu- Natal and for that purpose:

2.2.1 To promote the achievement of equity in the government contracts.

2.2.2 To create a procurement system which is fair, equitable, transparent, competitive and cost effective;

2.2.3 To create uniformity and simplicity in the procurement process;

2.2.4 To provide for an advisory service to promote access to and knowledge of procurement process; and

2.2.5 To provide for an independent and impartial Appeal structure.

### **SECTION 3: SPECIAL CONDITIONS OF CONTRACT**

#### **3.1 ACCEPTANCE OF BID**

3.1.2 The KwaZulu-Natal Department of Social Development is under no obligation to accept the lowest or any bid.

3.1.3 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

#### **3.2 APPEALS**

3.2.1 Entities aggrieved by a decision of a KZN Department of Social Development Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework.

#### **3.3 AMENDMENT OF CONTRACT**

3.3.1 Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties' subject to the Legal Services screening the amendment before it is signed.

#### **3.4 BID PRICING**

3.4.1 Bid prices reflected, will be taken as firm.

#### **3.5 CHANGE OF ADDRESS**

3.5.1 Bidders must advise the KwaZulu-Natal Department of Social Development should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

#### **3.6 COMMUNICATION**

3.6.1 All correspondence regarding this bid must be addressed or hand delivered to the:

GROUND FLOOR  
KZN DEPARTMENT OF SOCIAL DEVELOPMENT  
208 HOOSEN HAFJEJEE STREET  
PIETERMARITZBURG  
3201

#### **3.7 COMPLETION OF SPECIFICATION**

3.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

### **3.8 COMPLETENESS OF BID**

- 3.8.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

### **3.9 CONDITIONS OF BID**

- 3.9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.9.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.9.3 It shall be noted that the KZN Department of Social Development is under no obligation to accept the lowest or any bid.
- 3.9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 3.9.5 Bidders must provide the following particulars about themselves as part of the bid:
- a) Where they have their Headquarters
  - b) Where they have their Regional Office.
  - c) Name, address and telephone number of bankers together with their bank account number.
  - d) The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.
- 3.9.6 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:
- a) By whom, or with whose assistance, was the business plan drafted?
  - b) By whom, or with whose assistance, were the bid prices calculated?
  - c) Whose advice is relied on?
  - d) Who will provide financial support?
- 3.9.7 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

### **3.10 CONFIDENTIALITY**

- 3.10.1 The contractor's staff that comes into contact with confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

### **3.11 CONTRACT PERIOD**

- 3.11.1 The contract period shall remain in force for a period of from award of purchase order until the final delivery and acceptance of goods.
- 3.11.2 The KZN Department of Social Development reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

### **3.12 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

- 3.12.1 The bidder must furnish the following details of all current contracts:
- (i) Date of commencement of contract/s;
  - (ii) Expiry date/s;

- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

### **3.13 EQUAL BIDS**

- 3.13.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

### **3.14 EXECUTION CAPACITY**

- 3.14.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

### **3.15 EXTENSION OF CONTRACT**

- 3.15.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to

### **3.16 FINANCIAL CAPACITY**

- I. Bidder must have the necessary capital resources to commence services should they be awarded this contract, for at least a period of Two (2) Months.
- II. No advance payments will be made to the service provider.
- III. Payments will be made monthly as per the Departments payment policies and procedures.

### **3.17 GENERAL EVALUATION CRITERIA**

- 3.17.1 The Department will assess offers and adhere to the following basic guidelines when evaluating.
- i. Whether all the required information called for in the bid document has been submitted by the bidder.
  - ii. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract? References of past experience must accompany the bid document.
  - iii. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
  - iv. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
  - v. Will the bidder be in a position to successfully execute the contract?
  - vi. The 80/20 Point System will apply in the evaluation of this bid.



### **3.18 INFORMATION REQUIRED FROM BIDDER**

3.18.1 Bidders must provide the following particulars about themselves as part of the bid:

- a) Where they have their Headquarters.
- b) Where they have their Regional Offices.
- c) Details to be supplied on Company's letterhead.

### **3.19 IRREGULARITIES**

3.19.1 Companies are encouraged to advise the KZN Department of Social Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

### **3.20 JOINT VENTURES**

3.20.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

3.20.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

3.20.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

### **3.21 LATE BIDS**

3.21.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

3.21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder. No late bids are accepted.

### **3.22 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

3.22.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Department of Social Development.

### **3.23 PRO RATA DECREASE OF COMPENSATION**

3.23.1 Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Department reserves the right in terms of paragraphs 3.26 and 3.27 hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

### **3.24 CENTRAL SUPPLIERS DATABASE**

3.24.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database at the time of closure of the bid will not be considered.

3.24.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

### **3.25 TAX CLEARANCE CERTIFICATE**

- 3.25.1 The bidder must furnish a copy valid Tax Compliance Status pin issued by South African Revenue Services (SARS), it must be submitted with the bid document before the closing date of the bid.
- 3.25.2 Each party to a Joint Venture/Consortium must submit a copy valid Tax Compliance Status pin issued by South African Revenue Services (SARS), together with the bid at the closing date and time of bid.

### **3.26 TERMINATION OF SERVICES**

- 3.26.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 3.26.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.

### **3.27 UNSATISFACTORY PERFORMANCE**

- 3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 3.27.2 Before any action is taken, the KZN Department of Social Development shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Department of Social Development will:
  - (a) take action in terms of its delegated powers
  - (b) make a recommendation for cancellation of the contract concerned.

### **3.28 VALIDITY PERIOD AND EXTENSION THEREOF**

- 3.28.1 The validity (binding) period for the bid must be **180** days from close of bid. However, circumstances may arise whereby this KZN Department of Social Development may request the bidders to extend the validity (binding) period. Should this occur, the KZN Department of Social Development will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

### **3.29 VAT**

- 3.29.1 Bid prices must be inclusive of VAT.
- 3.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - (a) The name, address and registration number of the supplier;
  - (b) the name and address of the recipient;
  - (c) an individual serialised number and the date upon which the tax invoice is issued;
  - (d) a description of the goods or services supplied;
  - (e) the quantity or volume of the goods or services supplied;
  - (f) either –



- (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
- (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## SECTION M

### AUTHORITY TO SIGN A BID

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

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

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as..... hereby authorise Mr/Mrs/Ms..... acting in the capacity of ..... whose signature is..... to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

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

**Note: Director/s may appoint themselves if they will be the one to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

## SECTION N CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we are fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
  
.....  
  
.....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

7. I/we firm confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

## 8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - (a) Recover from the Service Provider all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....

SIGNATURE OF BIDDER OR DULY.....

NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE.....

ON BEHALF OF (BIDDER'S NAME): .....

CAPACITY OF SIGNATORY: .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....

POSTAL ADDRESS:.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

## SECTION O

### TERMS OF REFERENCE

#### **APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE THE EVENT MANAGEMENT SERVICE, PUBLICATION AND OTHER DEPARTMENTAL MANDATORY ACTIVITIES FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR THE PERIOD OF THIRTY-SIX MONTHS**

##### **1. BACKGROUND**

- 1.1 The Kwa-Zulu Natal (KZN) Social Development seeks to appoint suitably qualified and experienced service providers to manage and coordinate various events such as outreach programmes, conferences, sod-turning ceremonies, project launches, seminars and supply and delivery of event related items, publication and other departmental mandatory activities on behalf of the Social Development (KZN).
- 1.2 Events will be held at different locations and venues with varying degrees of facilities. Events will take place at formal and informal facilities.
- 1.3 The future services to be provided will include the set-up, event logistics management and administration of the event and the dismantling of all assets/infrastructure in accordance with an event specification for that particular event, as provided by the contracting department. Services include (not exhaustive) venue set up (marquees, tables, chairs, covers), meals and catering, audio visual systems, transport, refreshments, structural compliance certification, site organisation, security of assets/infrastructure, marshals/ushers, water and sanitation provision, water disposal, back-up power, artist and programme director provision (as per Department of Arts and Culture honoraria policy) etc.
- 1.4 This bid is invited in terms of the following SCM prescripts:
  - 1.4.1 S217 of the Constitution of the Republic of South Africa, 1996
  - 1.4.2 The PFMA and Treasury Regulation Section 16A, promulgated in terms of the Public Finance Management Act, 1999.
  - 1.4.3 The Preferential Procurement Policy Framework Act, 2000 and its amended Regulations.
  - 1.4.4 Practice Notes issued by National/Provincial Treasury.
  - 1.4.5 Instruction Notes issued by National Treasury.
  - 1.4.6 Broad Based Black Economic Empowerment Act, 2013

##### **2. INTRODUCTION**

- 2.1 The KZN Social Development hereby invites suitably qualified and experienced companies/businesses/consortia or interested parties to submit bids to undertake the management and co-ordination of events such as conferences, outreach programmes, sod-turning ceremonies and project launches and supply and deliver event related items.
- 2.2 General Information:

An event specific scope of work will be provided for re-packaging and issuing of purchase order purposes as per the approved price list in the contract. A competitive bidding process will be followed. Service providers will be allocated per district and for each event or activities to be undertaken in the district, service providers in that district will get first preference on rotational basis.
- 2.3 Information about the project:
  - 2.3.1 The panel shall be in place for a period of three (3) years, with approved prices per item for each year.
  - 2.3.2 The service providers will be required to provide, *inter alia*, the following services depending on



the nature of the event convened by the Chief Directorate, Directorate or unit within the Department of Social Development:

- 2.3.2.1 Marquee and ground sheets/carpets
- 2.3.2.2 Tables
- 2.3.2.3 Chairs
- 2.3.2.4 PA systems
- 2.3.2.5 LCD screens
- 2.3.2.6 Portable air conditioners
- 2.3.2.7 Décor and stage set up
- 2.3.2.8 Portable Toilets
- 2.3.2.9 Water tankers
- 2.3.2.10 Catering
- 2.3.2.11 Food transportation and storage including refrigeration
- 2.3.2.12 Waitrons
- 2.3.2.13 Ramp for wheelchair
- 2.3.2.14 Ushers (including usher identification)
- 2.3.2.15 Professional programme directors and entertainers
- 2.3.2.16 Security
- 2.3.2.17 Safety officer
- 2.3.2.18 Marshals including marshal identification
- 2.3.2.19 Name tags and lanyards
- 2.3.2.20 Translation services (sign language)
- 2.3.2.21 Transport (buses and taxis and vehicles as may be required)
- 2.3.2.22 Speed fencing
- 2.3.2.23 Preparation/cleaning of site
- 2.3.2.24 Installation of lightning conductors for events as and when required
- 2.3.2.25 Performing Artists (refer to Arts and Culture for a policy)
- 2.3.2.26 Community catering
- 2.3.2.27 Sign boards
- 2.3.2.28 Billboards
- 2.3.2.29 Groceries/Social Relief of Distress
- 2.3.2.30 School uniform
- 2.3.2.31 Live streaming
- 2.3.3 Whether the nature of event is corporate, sport, or cultural, the Events Manager will be expected to ensure that each event is well run and is successfully coordinated. The bidder/s will be expected to understand the geographical layout of each District.
- 2.3.4 In compliance with its obligations in terms of Supply Chain Management prescripts, The Department of Social Development will require the utilization of local resources for services such as performing artists, public transportation, community catering and related services.

### **3. COMPETENCY AND EXPERTISE REQUIREMENTS**

- 3.1 The KZN Department of Social Development, requires bids from suitably qualified service providers with competencies & expertise in Events Management.
- 3.2 Service providers must ensure availability/access to infrastructure and demonstrate experience in events organizing and management. Verifiable references will be required to be proven.
- 3.3 The Bid must include the following:
  - 3.3.2 Contact details.
  - 3.3.3 Company profile including overview of the company background, ownership, aims and objectives, current activities, resources, expertise and experience



- 3.3.4 Portfolio of evidence and details of events managed (include dates, types of events, value, number of delegates, venue, contact details of organization for which the events were managed). Furthermore, it must include the following underlisted elements:

- 3.3.4.1 An in-depth knowledge and demonstrable experience in events coordination.
- 3.3.4.2 Demonstrate experience in public relations.
- 3.3.4.3 Availability of infrastructure at disposal.
- 3.3.4.4 Demonstrable experience in events organizing and management.
- 3.3.4.5 Traceable references including letters of appointment/orders.

**EVIDENCE MUST BE PROVIDED OF THE ABOVE AND MUST BE CLEARLY MARKED WITH THE AFOREMENTIONED PARAGRAPH AND SUB-PARAGRAPH NUMBERS IN YOUR BID DOCUMENT.**

#### **4. METHODOLOGY**

##### **4.1 EMERGING BUSINESSES AND ECONOMIC EMPOWERMENT**

- 4.1.1 Successful service providers'/panel members will be obliged to outsource event activities (services or supplies) to small businesses, to promote SMME and LED.
- 4.1.2 Service providers may be required to draw labour from local community members for events held in rural areas, with a particular focus on the use of black youth and women. This will be defined for each event and dependent on the nature of the event and the resources of the local community. Specific targets may be set by the Department and the service provider shall report on the achievement of such targets to the department.

##### **4.2 MANAGEMENT FEES AND CHARGE-OUT RATES**

- 4.2.1 It will be a further requirement that service providers bidding for an event must provide market-related prices for all goods/services required as per the scope of work.

##### **4.3 PAYMENT AND INVOICING**

- 4.3.1 The service provider will only be reimbursed by the Department upon receipt and verification of goods/services received in line with specifications and corrected invoice. The invoice shall be original.
- 4.3.2 Payment will be made to the Event Manager only.
- 4.3.3 The Department requires all invoices to be submitted within 14days after the event.
- 4.3.4 The Event Manager must ensure that all invoices are checked and reconciled prior to submission to the Department for processing and payment.
- 4.3.5 The Department is responsible for payment within 30 days if an acceptable invoice is received, provided everything is in order.
- 4.3.6 The service provider **must** pay the sub-contractor within 7days after receiving payment from the Department.

#### **4.4 MARKET TESTING**

- 4.4.1 The Department reserves the right to ascertain the reasonableness of the prices by comparing market-related prices for various goods and services which will be required in terms of these terms of reference. The department will request service providers to provide price benchmarks in event related items.

#### **4.5 PROJECT MANAGEMENT SERVICES**

- 4.5.1 The service provider must undertake the project management of the event together with the responsible officials within the department to develop a project plan including time lines and event specific details.
- 4.5.2 The steering/planning committee shall approve all arrangements, including the conducting of a site inspection with the service provider prior to each event.
- 4.5.3 Preference in terms of awarding will be given to the service providers located in the District where the event is held.

### **5. EVALUATION CRITERIA**

#### **5.1 ELIGIBILITY CRITERIA**

- 5.1.1 Submission of all documentation as highlighted in paragraph 3 above. Non-compliant bid documentation and incomplete bids may be disqualified.
- 5.1.2 The Department reserves the right to contact any organization for which events have been managed to verify any references.

#### **5.2 THRESHOLD FOR QUALIFICATION**

- 5.2.1 The selection of suitable service providers will be undertaken on the following basis:
- 5.2.1.1 Prices, including management fees is **NOT** a consideration for the purpose of establishment of the panel. Prices and management fees will be negotiated with successful service providers in terms of functionality for the contract purposes.
- 5.2.1.2 A service provider that scores less than 60% for functionality will be regarded as submitting a non-responsive proposal and will be disqualified. All service providers that score 60% and more for functionality will be placed on the panel.

## SCOPE AND DEFINITION OF WORK TO BE PERFORMED WHEN ARRANGING EVENTS

### 1. DEPARTMENTAL EVENTS

- 1.1 The events manager will provide the necessary logistical requirements and project management services for events as follows:

1.1.1 For each event, develop creative concepts, turn them into project plans, and manage the implementation of these plans.

1.1.2 Expertise in sourcing and providing all venue requirements, conference co-ordination and management of micro and macro events.

The Department will usually identify a venue for the event. However, in the event that the department does not do so, the event manager will be required to identify an appropriate venue to accommodate the event taking into consideration the type of event, as well as the standing and expected number of attendees.

1.1.3 Develop comprehensive plans with activity check-lists to ensure successful hosting of an event.

1.1.4 Regular written reports before, during and after the event. These reports will include actual event activities and post event debrief and close out reports.

1.1.5 Provide a detailed breakdown of project team together with their experience, qualifications and project referees.

1.1.6 Provide detailed hosting of an event whilst also keeping costs as minimal as possible without compromising the objectives and status of the event.

1.1.7 Must be able to work under pressure and deliver at short notice.

- 1.2 The Events Manager will be expected to understand and be prepared to comply with all protocols related to the Department. The Events Manager must also understand that these events are established by the Department and may vary in complexity, depending on the scale and frequency of the event. As such, the Events Manager will be required to perform as requested and indicated by the Department.

- 1.3 Explicit approaches should be prepared and adopted in respect of the operational and infrastructural aspects of hosting the event. The work breakdown should be prepared according to the Department needs and must make provision for prioritizing work and formulating contingency plans for unexpected situations. Schedules for detailed planning, community consultation, design, construction, site making, and test events must be prepared timeously, so that the Department can guarantee delivery on time.

- 1.4 Have extensive experience in safety, security and disaster management compliance. The service provider must have a clear plan to address safety, security and disaster management compliance in relation to events held. The service provider must show proven ability and experience in infrastructure build-up and management. The service provider must develop a detailed project plan, obtain approval for the planned infrastructure from the client Department and execute and manage the build-up of Infrastructure in accordance with all safety requirements, By-laws and security standards.

### 2. CONTRACTUAL OBLIGATIONS

- 2.1 The appointed Events Manager is expected to ensure full support of local and small service providers, as failure to adhere to this requirement will result into a contract being terminated.

### 3. PREPARATION FOR AN EVENT

#### 3.1 Audio Visual Equipment

The service provider must show proven experience in providing audio visual equipment and services. The service provider must develop a comprehensive audio-visual plan for all areas and for the planned entertainment for the event. An appropriate sound system must be provided for the organizers and speakers to address the gathering clearly and audibly. Should any visual equipment such as projectors or monitors (e.g. plasma screens) be required, these must also be made available by the service provider. An appropriate stage and sound system must be provided in terms of the technical requirements of artiste/s.

#### 3.2 Due care and diligence

The Events Manager must exercise care and diligence in the performance of its duties as contemplated in this contract and will be liable to KZN Provincial Treasury in the event of failure to exercise such due care and diligence. The failure to exercise due care and diligence in the execution of its duties may result in the cancellation on the contract.

#### 3.3 Catering for Stakeholders and

NB: It may be a requirement that meals be served in bowls per waiters for STAKE Holders and tables. Under no circumstances must people in the marquee, queue for meals.

The service provider must:

- Show proven experience in providing high quality catering as well as the sourcing and managing of other caterers.
- Have the ability to deliver within a short turn-around time as well as under considerable pressure.
- Show creativity in food display and menu.
- Develop a comprehensive catering plan that considers the catering requirements of Stake holders and .
- The catering plan must include arrival refreshments, morning tea and afternoon tea for Stake holders and as well as lunches / dinners as may be necessary. This plan should also consider any special dietary requirements.
- Ensure that sufficient personnel are available to service all tables i.e. a minimum of one (1) person per table of ten (10) will be required.
- Ensure that consultation is made with the Department for STAKE HOLDERS and s to be identified by means of lanyards, coloured stickers, arm bands etc.
- Depending on the requirements of each event, a variety of Traditional, Western, Vegetarian and Halaal foods and deserts will have to be provided by the service provider.
- Provide a minimum of three (3) draft menus for selection, as early as possible prior to the function for (African/Western/Halaal/Vegetarian meals).

Catering for other Attendees

- The service provider must show proven experience in managing community caterers and providing lunches to other attendees. These attendees usually comprise a large number of members of the community.
- Lunch provision for other attendees must be discussed with the liaison officer of the client Department.
- The service provider will develop a plan for the provision of lunches for other attendees.
- Depending on the requirements on each event, a variety of Traditional, Western, Vegetarian and Halaal foods will have to be provided by the service provider.

#### 3.4 Communication

The Department will always provide or nominate a person(s) who is/are fully conversant with all the facets of such events who will be in direct contact with the Events Manager for the purposes of the event. The Events Manager shall ensure that there is one designated person to manage the event, who will be available on a 24 hour basis. The details of such person shall be communicated to the liaison officer prior to the event. The

manager must also be clearly identifiable at the event.

### **3.5 Entertainment**

Where required the Events Manager shall secure an appropriate professional and non-professional artist(s) to provide entertainment to the audience. Selected performing artists must be negotiated between the Events Manager and the Department. An appropriate stage and sound system must be provided in terms of technical requirements of artist/s. The service provider must show proven experience in sourcing and managing entertainment providers.

### **3.6 Facilities**

The service provider must ensure that necessary facilities such as power needs (generators and dedicated lines; amperage for special equipment, protection from weather, heat or air conditioning, lighting and sound systems, backup and contingency plans), water (drinking, food and beverage preparations) and sanitation (sewerage, toilet requirements and refuse removal) are provided or available.

### **3.7 Layout, Landscaping, Décor and Lighting**

3.7.1 The Service Provider must:

- 3.7.1.1 Show proven ability in being creative in colour coordination, décor, landscaping, lighting and draping arrangements.
- 3.7.1.2 Create plans for the layout for each area within the venue by using the colours of the client Department and obtaining the approval of the Department for the plan.
- 3.7.1.3 Develop a concept for the use of flowers, plants and other decorative items to enhance the aesthetic portrayal of the venue in accordance with the status and objectives of each event.
- 3.7.1.4 Provide adequate and appropriate lighting for all areas as well as for the technical requirements of the performing artistes.

### **3.8 Co-ordination of logistics**

- 3.8.1 The Events Manager shall include set-up and the dismantling of all assets, etc. This must also include ensuring that the venue is clean and litter free after conclusion of the event. The site/venue must be inspected prior to the event on a day agreed upon between the Events Manager and the Department.
- 3.8.2 The service provider must ensure that the required drop-off/pick-up and staging areas for buses are provided for.
- 3.8.3 As part of co-ordinating, events managers are required to comply with the following Covid-19 measures to prevent the spread of virus by facilitating the utilization of the following:
  - 3.8.3.1 Use of hand sanitizers after dealing with each member of the public.
  - 3.8.3.2 Practice regular hand washing with soap and water for at least 20 seconds.
  - 3.8.3.3 Use of cloth face masks always.
  - 3.8.3.4 Use of a face shield always (where a glass partition is not in place).
  - 3.8.3.5 Use of disinfectant wipes to disinfect equipment and surface e.g temperature reading

### **3.9 Marquees/scaffolding**

The Events Manager must ensure that when erecting marquees/scaffolding, the necessary certificate/s is/are obtained from suppliers and in compliance with the Disaster Management Act, No 57 of 2002. A detailed specification, including dimensions, of the seater tent will be provided by the Department.

Main marquee:

- The service provider must develop a seating concept and plan for the main marquee distinguishing between V / and other guests, taking into consideration a main table required for STAKE HOLDERS/ guests and separated seating for guests.
- The service provider(s) may be expected to provide white plastic chairs without covers for the all guests except for the V / guest. Covered chairs must be provided for the V / guests.
- Where necessary marshals and ushers must be provided.
- A separate entrance to the main marquee for V / guests must be provided.
- Reasonable air circulation must be provided for.

- Discomfort levels should be kept to a minimum.

V / marquee:

- The service provider(s) must provide tables and chairs with back covers, executive chairs for V / s at main table including catering utensils (knives, forks, spoons, plates, glasses etc.). The floor of the marquee may be covered with a ground sheet in a colour to be decided by the client Department. This marquee may be used for the purpose of serving meals to all dignitaries. The marquee may be divided in order to serve refreshments on arrival of dignitaries as well as a holding area. The service provider is expected to provide a dedicated entrance into the main marquee for V / .
- At the main table floral decorations must be arranged.
- All tables must have table cloths and overlays.
- The service provider(s) must provide waiters to serve the dignitaries. In this regard, a minimum of 1 waiter must be allocated for every table of 10 V / .
- Where necessary marshals and ushers must be provided.

Information marquee:

The service provider may also be required to provide a marquee that will serve as an information centre for Government-related issues. Marquees of this nature must, where possible, be located at least 20 metres from the main marquee.

### **3.10 Media and Communication**

Where required, a table and chairs must be provided for members of the media. A public address system (PA) with adequate wattage and microphones. The service provider must provide a technician to set up and operate the system, must be provided. The Events Manager must ensure that the PA system is tested prior to the event. A power generator/backup must be provided.

### **3.11 Obligations of the Service Provider**

**3.11.1** The Service Provider must abide by all State policies, standards and procedures applicable to events management, including but not limited to:

- 3.11.1.1 Hygiene Regulations R918 as published in the Government Gazette.
- 3.11.1.2 Food Based Dietary Guidelines
- 3.11.1.3 Compliance with the Occupational Health and Safety Act; and
- 3.11.1.4 Relevant municipal by-laws and prescripts.

#### **3.11.2 Indemnity**

- 3.11.2.1 The service provider(s) shall indemnify and hold the Department harmless against any claims of any nature arising out of the willful or negligent acts or omissions of the service provider(s), or any person acting for and on behalf of the agent (events manager). The service provider(s) warrants that it carries sufficient insurance to cover any such claims, of any nature arising out of such willful or negligent acts or omissions.

#### **3.11.3 Liability**

- 3.11.3.1 The service provider(s) must ensure that the designated person(s) is/are fully equipped to deal with any emergency, medical or security problems that may occur during the event.
- 3.11.3.2 The service provider absolves the Department of all liability with regard to the tasks to be performed by the events manager and his/her contracted suppliers, including the performance of their human resource component.
- 3.11.3.3 The client Department shall not be held liable for any other consideration except the contract price agreed to between the Department and the service provider (events manager).

#### **3.11.4 Access to Information**

- 3.11.4.1 The service provider must make available to the Department all invoices and supporting documentation from sub – contractors together with their monthly fee note.
- 3.11.4.2 The service provider must allow access to all records and information pertaining to the event for auditing by the Department.



### **3.12 Project Management**

- 3.12.1 The service provider shall appoint one senior staff member who has extensive project management experience to take full charge of all the logistical requirements of the event as well as to project manage the event from its commencement to finish.
- 3.12.2 The designated staff member will be accountable for all logistical requirements pertaining to the event.
- 3.12.3 The designated staff member must be dedicated to the event and must be available continuously until project close out.
- 3.12.4 The designated staff member is responsible for providing all reports, attending meetings with the Department, ensuring that the required arrangements progress according to plans, manage the costs to ensure that the event remains within budget and provide regular cost and expenditure reports to the Department.
- 3.12.5 The project manager will report to the liaison officer of the Department in relation to the project in accordance with agreed terms to be documented in the Service Level Agreement.

### **3.13 Refreshments**

- 3.13.1 The Events Manager must ensure that a detailed menu is discussed with the liaison officer for refreshments to be served to guests on arrival.

### **3.14 Refrigeration facilities (truck/trailer):**

- 3.14.1 Where required the Events Manager shall ensure that there are suitable refrigeration facilities available for keeping items cool.

### **3.15 Seating**

Main marquee: The Events Manager may be expected to provide white plastic chairs without covers.

marquee: The Events Manager must provide tables and chairs with back covers and executive chairs for s at main table including eating utensils (knives, forks, spoons, plates, glasses etc.). At the main table floral decorations must be arranged. All tables must have tablecloths. The Events Manager must provide people to serve the dignitaries and where necessary, marshals and ushers must be provided.

Information desk marquee: The Events Manager may provide tables covered with tablecloths and white plastic chairs.

Holding Marquee: The Managing Agent/s may be expected to provide holding room/marquee to accommodate 20. Must also provide tables and chairs with back covers and tables must have table marquee will be utilized by the dignitaries as the holding area.

### **3.16 Security:**

- 3.16.1 The Events Manager to provide logistics as per the determination of the Security Manager of the Department.
- 3.16.2 The Department will ensure that the SAPS/ Protection Security Officials are available to ensure minimum risk to all attending the event.
- 3.16.3 The Events Manager must arrange adequate security for assets at the venue from the day of set up until after the function and redeployment of the assets.

### **3.17 Site:**

- 3.17.1 The Events Manager must provide the Department with a site plan as soon as possible prior to the function and must be available for the site to be inspected by the Department liaison officer prior to the function on the day agreed between the Department and the Managing Agent/s. A certificate of compliance must be provided by the Agent/s indicating that all structural installations are compliant with minimum industry requirements. Such certificate must be furnished to the Department liaison Officer as soon as possible prior to the event.

### **3.18 Stage**

- 3.18.1 The Events Manager must consult with the liaison officer regarding a stage and podium for dignitaries. The tables on the stage must be covered with linen table cloths and overlays. Decorations for the stage may be required depending on the Department; that is, flowers/plants etc. Bottled water and juices of different flavors for dignitaries placed on the main stage table and on a table in close proximity thereto may be required. This may include a sufficient number of glass jugs/carafes and drinking glasses.
- 3.18.2 The Department may request another stage to the left/right of the main stage depending on the site plan or layout. Chairs with covers and sufficient beverages may be requested. Provision must be made for cooler boxes with ice for storage or refreshments behind the stage. The Events Manager must ensure provision of a mobile stage for client Department where areas do not have necessary infrastructure. The Events Manager must provide a back-up generator for special circumstances.

### **3.19 Toilets**

- 3.19.1 Where required flushable portable toilets for the community and s must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for male, female and for physically challenged guests.
- 3.19.2 Single ply toilet paper of good quality must be provided by the service provider(s) and ensure replenishment when required. Toilets are to be kept hygienically clean at all times.

### **3.20 Transport and related matters**

- 3.20.1 Community: -The Events Manager will be required to organize and hire buses or any other suitable means of transport, to ferry community members to and from the venue. As a requirement, an inspection certificate from the transporter confirming safety standards must be provided to the liaison officer. A locally based contractor must by all means be utilized.
- 3.20.2 The number of people to be ferried and the radius of kilometers to be traveled must be discussed with the Department. It must be noted that no buses will leave until such time that the client Department liaison officials have signaled for them to leave. The Events Manager must designate a parking area for all buses. A copy of the list of participant names should be given to the driver of the bus/vehicle and an original list kept by the Events Manager. The Events Manager is to ensure that officials on the list are present before the bus/s leave a venue (both for departure and return) and these officials are catered for where necessary. The Events Manager must liaise with Department on the nominated and agreed transport route to be utilized. This route must be made available to all relevant stakeholders.

#### **Foodstuff: -**

- All foodstuff is to be transported in a hygienic manner and where appropriate in a refrigerated truck/trailer.  
Lunch provision to the community: to be discussed with the liaison officer of the Department, but standard provision normally is as follows: viz  
2 Rolls  
2 Chicken pieces (Drumsticks)  
250ml 100 % juice  
1 fruit of the season  
The food is to be served in an environment friendly disposable container, and the caterer/s should be briefed regarding the expected arrival. The Managing Agent/s to ensure that the correct quantity food packs is delivered and it is according to specification. The list of service providers/caterers will be provided by the client Department to the Managing Agent/s.
- All meals are to be prepared at least within 25 kms from the site where meals are to be served.
- Should, on occasion, the serving of the meal take place at a later time than the specified time, the Events Manager must ensure that there are suitable facilities to ensure that all food is kept warm until such time that it is required to be served
- The Events Manager must ensure that adequate arrangements are made in respect of water required for cooking purposes. The Department will ensure that a water tanker is available for drinking purposes for the general public attending the function.



### **3.21 Waste disposal**

3.21.1 Where required, flushable portable toilets for the community and s must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for male, female and for handicapped guests. Single ply toilet paper of good quality must be provided by the Events Manager and ensure replenishment when required.

### **3.22 Weather conditions**

3.22.1 The service provider may be expected to provide items such as umbrellas / gazebos, air conditioner/s, including heaters, to the / marquee during unfavorable weather conditions.

### **3.23 Speed fencing**

3.23.1 The Managing/Events will be required to provide speed fencing for security purposes during the department event or function.

### **3.24 Translation services (simultaneous)**

3.24.1 The Managing Agent/s may be required to provide services of the translator depending on the nature and purpose of the event.

### **3.25 Preparation and printing of invites, programmes etc.**

3.25.1 The Managing Agent/s in consultation with the client Department may be required to prepare and print invitations and programmes etc.

### **3.26 Translation services**

3.26.1 The Managing Agent/s may be required to provide services of the translator depending on the nature and purpose of the event.

### **3.27 Signage**

3.27.1 The Managing Agent/s may be required to design and produce signage

### **3.28 Banners**

3.28.1 The Managing Agent/s in consultation with the client Department may be required to design and print departmental banners depending on the specific requirement for that particular event.

## **4. CHECKLIST FOR THE EVENT**

4.1 A properly drawn up operational plan should be developed by the Events Manager in conjunction with the Department to include the following;

### **4.2 Accessibility and flow**

Number and arrangement of entrances, exits and access control;  
Directional signage;  
Parking;  
Special needs (wheelchair access);  
Crowd-control devices (barricades, signs);  
Fire regulation, capacity (persons, vehicles, etc)  
On-site vehicles for staff and identification thereof.

### **4.3 Accreditation**

For media, s, staff and officials (police, fire etc)  
Types: badges; tickets; uniforms; wrist bands

### **4.4 Activity requirements, setting types**

Stages and assembly, dressing rooms, special technicians, seating arrangements, viewing quality, etc.  
Procession parade marshals; and crowd control  
Decorations and designs;



Permission and special provision for fireworks, loud music and balloon releases.

**4.5 Cancellation or venue change procedures**

Weather forecasting and monitoring

Methods of instant communicating any changes (e.g. loudspeaker system; signs);

Policy and procedures for reissuing tickets, rain checks, etc.

**4.6 Hospitality**

sponsors, officials and performers' facilities;

Separation of different activities;

Special viewing requirements;

Special transport to, from and on site;

Protocol for

Food, beverage, and gifts.

**4.7 Infrastructure**

Power needs (generators and dedicated lines, amperage for special equipment, protection from the elements, heating or air conditioning, lighting and sound systems, backup and contingency plans)

Water for drinking, food and beverage preparations

Sewerage, and ablution requirements

**4.8 Safety, security, comfort and health**

First aid, lost children, and lost and found facilities.

Emergency response, accessibility and evacuation procedures.

Shelters from the elements

Police or security presence

Waste disposal and recycling

Safe storage facilities

## **SECTION P**

### **EVALUATION CRITERIA**

The evaluation system will only take effect if all the mandatory requirements are achieved and the bidders score 60% and above on functionality. Bidders that do not meet all the mandatory requirements and score less than 60% will be disqualified for any further evaluation of their bid.

Bids will be evaluated and adjudicated as follows:

#### **Phase 1: Minimum Mandatory Requirements for Administrative Compliance**

The Bid Evaluation Committee will assess compliance with the Minimum Mandatory Requirements for Administrative Compliance as outlined below.

**Bidders who do not comply with the minimum Mandatory Requirements for Administrative Compliance will be disqualified and will not proceed to Phase 3 in the bid evaluation process.**

**The bidder shall ensure that all the required information is furnished; viz:-**

- Invitation to bid (PART A)
- Terms and conditions for bidding (PART B)
- Declaration that information on Central Suppliers Database is correct and up to date (SECTION C)
- Bidders Disclosure (SECTION G)
- Authority to sign a bid (SECTION N)
- Conditions of Bid (SECTION O)

***The bidder shall ensure that the bid document is fully completed and signed***

**NB: Compulsory Documents to accompany the Bid Document.**

- a) Food handling certificate issued by DOH
- b) Certified valid copy of proof of registration as employer with the Workmen's Compensation Commissioner (COIDA) from Department of Labour.

#### **Additional Returnables**

- a) Certified copies of Company Registration Documents.
- b) Certified Copies of the ID Document

<b>NOTE: FAILURE TO SUBMIT THE REQUIRED INFORMATION WILL INVALIDATE THE ENTIRE PROPOSAL</b>
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## **Phase 2: Evaluation of Functionality**

The evaluation of the bids must be conducted in the following manner:

2.1. The KZN Department of Social Development will evaluate the bids on the basis of functionality as set out below.

2.1.1. The percentage scored for functionality may be calculated as follows:

- (a) The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
- (b) The scores for each criterion should be added to obtain the total score.
- (c) The following formula should be used to convert the total score for functionality:

$$Ps = \frac{So}{Ms} \times 100$$

Where:

- Ps = percentage scored for functionality by bid under consideration
- So = total score of bid under consideration
- Ms = Maximum possible score

2.1.2. The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

- 1.2 Minimum scoring: A service provider who fails to score a minimum of **60 points** on functionality will be disqualified.
- 1.3 ONLY those bids that obtain a minimum score for functionality i.e. **60 out of 100 points (60%)** will qualify to be in the panel of service providers to render event management services.

**PHASE 3 - EVALUATION CRITERIA FOR THE PROVISION OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE KWAZULU NATAL DEPARTMENT OF SOCIAL DEVELOPMENT**

To be completed for each tender by each evaluator

Criterion	Maximum Weight	Scoring Guideline	Means of Verification
<b>Understanding, Organization and approach</b>			
<b>Approach and Methodology</b>	<b>20</b>	<ul style="list-style-type: none"> <li>- A bidder to submit a detailed project indicating the placement of resources to execute the service in terms of the specification = 05 points</li> <li>- Submission of a detailed project plan to be implemented on site = 05 points</li> <li>- Bidders submit a risk analysis of the sites and measurements to mitigate and deficiencies = 10 points</li> </ul>	Resource management plan Risk analysis plan Detailed project plan
<b>Company Profile</b>	<b>10</b>	Objectives = 2 points, Current Activities = 2 points Resources = 2 points Expertise = 2 points Experience = 2 points.	Detailed company profile
<b>Competency, Capacity and Expertise of the Company</b>	<b>30</b>		
	30	1 order/award letter/testimonial letter = 5 points 2 order/award letter/testimonial letter = 10 points 3 order/award letter/testimonial letter = 15 points 4 order/award letter/testimonial letter = 20 points 5 order/award letter/testimonial letter = 25 points	Submission of orders/award letters, of not less than R500 000 per order from institutions which can be verified

		6 order/award letter/testimonial letter = 30 points	
<b>Competency and expertise of the Employee's on Site</b>	<b>15</b>		
	<b>15</b>	6 years and above experience = 15 points 4 – 5 years' experience = 10 points 1- 3 years' experience= 5 points	Detailed CV indicating experience in event management.
<b>Financial Capacity</b>	<b>10</b>	Above R900 000 = 10 points R 700 001 – R 900 000 = 7 points R 500 001 – R 700 000 = 5 points Less than R 500 000 = 0 points	<ul style="list-style-type: none"> <li>Does the bidder possess the financial viability to undertake this project? The bidder must attach valid audited financial statements/reports which are &lt;3 months old.</li> <li>A stamped letter from the Bank of Financial Capacity.</li> </ul>
<b>Locality</b>	<b>15</b>	<ul style="list-style-type: none"> <li>Within KZN Province = 15 points</li> <li>Outside KZN Province = 0</li> </ul>	<ul style="list-style-type: none"> <li>Letter from the Ward Councillor <b>OR</b> Municipality Utility Bill <b>OR</b></li> <li>Valid lease agreement together with Lessor's Municipality Bill</li> </ul>
<b>Total Score</b>	<b>100</b>		
<b>Minimum Passing Score</b>	<b>60</b>		

- In overall a minimum of 60% must be attained to qualify to be in the panel of service providers to render event management services. A service provider who fails to score a minimum of 60 % on functionality will be disqualified automatically.

#### EXPECTED DELIVERY DATE

The expected date of completion and delivery is thirty-six (36) months from receipt of official purchase Order.

## **PROCUREMENT AND CONTRACT PROCESSES WITHIN THE PANEL**

### **Stage 1**

The Department will advertise a bid for the establishment of a panel of service providers following all competitive bidding processes, service providers will be evaluated based on completion of a bidding document and functionality only.

### **Stage 2**

The Department will request only price quotation from the list of approved panels of service providers, where price and preference points will be considered.

For the event with an estimate less than one (1) million rands, preference will be given to service providers who are within the KZN DSD cluster of districts using Central Supplier Data base (CSD).

For the event with an estimate more than one (1) million rands, all service providers in the panel will be invited to submit quotations.



**KWAZULU-NATAL PROVINCE**

SOCIAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA