



Heritage House  
222 Jabu Ndlovu Street  
PIETERMARITZBURG  
3201

Tel: 033 341 3400

## Invitation to Tender – ZNB - DSAC 004/2627

### KwaZulu-Natal– Department of Sport, Arts & Culture

Suitable and capable service providers are invited to bid for **Panel of service providers for the provision of Events Management for the period of thirty-six (36) months**

The Department reserves the right to:

- not award the cheapest bid;
- Not award this bid; and or
- Cancel this bid.

### Collection of Bid Documents

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

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

### Compulsory Briefing Session:

The briefing session will be held as follows:

<b>Date:</b>	<b>02 April 2026</b>
<b>Venue:</b>	<b>1 Cedara Road, Pietermaritzburg Auditorium</b>
<b>Time:</b>	<b>12h30</b>
<b>Site to be visited:</b>	<b>(N/A)</b>

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

Supply Chain Management related queries: Deputy Director Mr. Mawonga Mazibuko, Tel. No.078 708 5953: e-mail [Mawonga.Mazibuko@kzndsac.gov.za](mailto:Mawonga.Mazibuko@kzndsac.gov.za)

### Delivery of Bid Documents

The closing date and time for receipt of Tenders is 23/04/2026, **12H00**.

Note: Only hand-delivery proposals will be accepted.

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

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DSAC 004/2627	CLOSING DATE:	23/04/2026	CLOSING TIME:	12H00
DESCRIPTION	<b>APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF EVENTS MANAGEMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Heritage House					
222 Jabu Ndlovu Street					
Pietermaritzburg					
3201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Mawonga Mazibuko		CONTACT PERSON		
TELEPHONE NUMBER	078 708 5953		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Mawonga.Mazibuko@kzndsac.gov.za">Mawonga.Mazibuko@kzndsac.gov.za</a>		E-MAIL ADDRESS		
<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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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		
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

**TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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

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

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

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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

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

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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.

Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)

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.

**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.**

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

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD Registration  
Number.....

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

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

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

**DATE:** .....

**SECTION D**  
**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

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

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

Bid Reference No: DSAC 004/2627

Goods/Service/Work: **Panel of service providers for the provision of Events Management for the period of thirty-six (36) months**

\*\*\*\*\*

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

On behalf of (company name) \_\_\_\_\_

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

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

Departmental Stamp	Signature
	_____

***NB: Bidders are required to print and submit hard copies of certificate during briefing session.***

***Bidders are required to be at least 15 minutes before the start of the briefing session.***

***Briefing session is scheduled for 12:30.***

***Doors close at 12:30 and under no circumstances will the late attendants be allowed after closing time***

SECTION E

BIDDER'S DISCLOSURE

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.

Bidder's declaration

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

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

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

If so, furnish particulars:  
.....  
.....

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

If so, furnish particulars:  
.....  
.....

DECLARATION

\_\_\_\_\_ I 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.

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:

I have read and I understand the contents of this disclosure;

I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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.

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.

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.

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.

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 bid der

<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 F

## GENERAL CONDITIONS OF CONTRACT

**1. Definitions**

The following terms shall be interpreted as indicated:

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

other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 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**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## 1. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.5 a cashier's or certified cheque
- 7.6 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 2. 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**

1.1 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.

1.2 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 G

### SPECIAL CONDITIONS OF CONTRACT

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

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

#### 1. CONTRACT PERIOD

1.1 **36 Months**

#### 2. EVALUATION CRITERIA

There are *(two (2) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance and Functionality Compliance**.

##### 2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to M. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA	YES	NO	REMARKS
INVITATION TO BID (SBD 1)	X		
SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
BIDDER'S DISCLOSURE (SBD 4)	X		
BRIEFING SESSION	X		
SPECIAL CONDITIONS OF CONTRACT	X		
GENERAL CONDITIONS OF CONTRACT	X		
AUTHORITY TO SIGN THE BID	X		
Service Providers are required to select the category they are bidding for. Failure to select a category, will lead to an automatic disqualification	X		
The bidder must provide proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company	X		
The bidder must provide a proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company as follows: <ul style="list-style-type: none"> <li>❖ Category A: R1 500 000</li> <li>❖ Category B: R 2 400 000</li> <li>❖ Category C: R3 600 000</li> <li>❖ Category D: R6 000 000</li> <li>❖ Category for clusters: R 500 000</li> </ul>			
Compulsory Briefing session attendance	X		
Section D must be signed and stamped. All signatures must be original.			

## 2.2 Step 2 - Functionality

This bid will be evaluated on functionality. A minimum of 60% and 70% of the total points outlined in the Evaluation criteria must be obtained for bidders to be included in the panel.

### 3 BID APPEAL TRIBUNAL (BAT)

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

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

**The address provided for the lodging of appeals is:**

**Email:** [Batsecretariat@kzntreasury.gov.za](mailto:Batsecretariat@kzntreasury.gov.za)

**The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg**

**SECTION H**  
**AUTHORITY TO SIGN A BID**

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

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

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

.....

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

acting in the capacity of .....

whose signature is .....

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

## SECTION I

### SPECIFICATION/ TERMS OF REFERENCE

**SPECIFICATIONS: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF EVENTS MANAGEMENT FOR A PERIOD OF THIRTYSIX (36) MONTHS.**

<b>ENQUIRIES</b>	Mawonga Mazibuko	<b>CONTACT No.</b>	078 708 5953
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TECHNICAL ENQUIRIES/ DELIVERY INFORMATION		
<b>NAME OF DIRECTORATE/ COMPONENT:</b>	SUPPLY CHAIN MANAGEMENT	
<b>DELIVERY DETAILS (ADDRESS AND DATE/ TIME)</b>	222 JABU NDLOVU, HERITAGE HOUSE, PIETERMARITZBURG, 3201	
<b>OTHER REQUIREMENTS (State)</b>		
<b>CONTACT DETAILS: NAME</b>	<b>EMAIL ADDRESS</b>	<b>Contact Number</b>
Mr Mawonga Mazibuko	mazibukom@kzndsac.gov.za	078 708 5953

#### 1.LIST OF SAMPLE PROJECTS:

- a) The events are held at various districts, and some are provincial/ national events:
- b) Ranges from small to large (major) events.
- c) Commemoration of National days, cultural/ heritage events i.e. Imikhosi, sporting events, etc.

No	PROJECT NAME
1	Freedom Day
2	Africa Day
3	National Youth Day / Youth Month Commemoration
4	Mandela Day / Month
5	Women's Day / Month
6	Umkhosi weSivivane
7	Heritage Day / Month
8	Shaka Day / Umkhosi weLembe
9	Royal Reed Ceremony / Umkhosi woMhlanga
10	Human Rights Day
11	Izingoma
12	Sport, Arts and culture awards
13	Dundee July – Horse racing
14	Summer Cup – Horse racing
15	Indigenous games
16	Golden Games
17	School Sports – Summer games

#### 2.LIST OF SAMPLE PROJECT ITEMS

No.	PROJECT ITEMS
1.	Rental & Hiring (Infrastructure and Ablution Services)
2.	Sound and Stage
3.	Transport
4.	Security Services – Personnel
5.	Safety Officer
6.	Marshals (including marshal identification)
7.	EMRS
8.	Marketing
9.	Promotional Items

10.	Mobile Sound Truck and Stage
11.	Procurement of Livestock and Abattoir
12.	Procurement of Groceries
13.	Guest Catering
14.	Community Catering
15.	Catering for Officials
16.	Cooks
17.	Cleaning Services
18.	Labour saving devices (laptops, fax, printing, copy)
19.	Portable air conditioners
20.	Décor and stage set up
21.	Water tankers
22.	Food transportation and storage including refrigeration
23.	Waitrons
24.	Ushers (including usher identification)
25.	Professional programme directors and entertainers
26.	Name tags and lanyards
27.	Promotional items (i.e. T-shirts as requested by the Department, in compliance with the cost cutting circular
28.	Preparation and printing of invites, programmes etc
29.	Facilitation of venues and accommodation
30.	Transport (public transport vehicles and horse transportation- suitable horse transport, buses and taxis and VIP vehicles as may be required)
31.	Plaque engraving services
32.	Signage
33.	Banners
34.	Speed fencing
35.	Preparation/ cleaning of site
36.	Installation of lightening conductors for events as when required
37.	Medical services (ambulance, medics, nurses, doctors)
38.	Community catering
39.	

**Note: The afore-mentioned listings are not exhaustive.**

### **3. Categorisation of Service Providers**

**The prospective service providers who qualify will be placed in eight different categories within the panel.**

**Category A** Is for Service Providers who are experienced in managing small events/ izimbizo being up to 3000 number of participants.

**Category B** Is for Service Providers who have experience in managing large events/ izimbizo being from 3001 to 15 000 number of participants.

**Category C** Is for Service Providers who have experience in managing large events/ izimbizo being from 15 001 to unlimited number of participants. It will be for service providers who have experience in national events including exhibitions and conferences.

**Category D** will be for service providers who have experience in managing international events including exhibitions and conferences.

**Category Eastern Cluster** Size/ number of the people attending the event is expected not to be more than 3 000 (small event). The following district municipality are under the cluster (**Ethekwini Metro, Ilembe District**) Items required: Hiring Service (sound, marquees, chairs/tables, etc.), Catering, Transport Service, Medical Service, Security, etc

**Category Southern Cluster** Size/ number of the people attending the event is expected not to be more than 3 000 (small event). The following district municipality are under the cluster (**Harry Gwala District, UGU District and Umgungundlovu District**) Items required: Hiring Service (sound, marquees, chairs/tables, etc.), Catering, Transport Service, Medical Service, Security, etc

**Category Northern Cluster** Size/ number of the people attending the event is expected not to be more than 3 000 (small event). The following district municipality are under the cluster (**King Cetshwayo District, Umkhanyakude District and Zululand District**) Items required: Hiring Service (sound, marquees, chairs/tables, etc.), Catering, Transport Service, Medical Service, Security, etc

**Category Western Cluster** Size/ number of the people attending the event is expected not to be more than 3 000 (small event). The following district municipality are under the cluster (**Amajuba District, uMzinyathi District and uThukela District**) Items required: Hiring Service (sound, marquees, chairs/tables, etc.), Catering, Transport Service, Medical Service, Security, etc

**Panel Selection Criteria.**

The Department reserves the right to determine the number of service providers that will be placed in the eight categories also the Department reserve the rights to re-advertised immediately should there not be sufficient service providers for a particular category. A company also has a right to apply for all categories of Events if they meet all specified requirements of the bid proposals.

Service providers must indicate whether they would like to serve in more than one category of the panel. Should the service provider desire to be in more than one category they must provide their proposals per each category (that is Methodology strategy and approach and key team expert as well as the financial viability). Service Providers are required to indicate in the below table the category they bidding for. Failure to indicate a category, will lead to an automatic disqualification. Should service provider for one or more of the listed categories below not be obtained for the required approved panel of the services providers, the Department reserves the right to re-advertise the project for additional service providers.

TYPES OF CATEGORIES	SERVICE PROVIDERS TO SELECT RELEVANT CATEGORIES
Category A	
Category B	
Category C	
Category D	
Category Eastern Cluster	
Category Southern Cluster	
Category Northern Cluster	
Category Western Cluster	

**4.Appointment of Service Provider**

**4.1. Estimated cost up to R1 000 000.00(Quotation process)**

All suppliers on the panel in a particular category will be invited to submit quotations for co-ordination and management logistics of event management services as and when required for future events of the Department. An event specific scope of work will be provided for quotation purposes.

In order to ensure an equitable spread of work amongst all service providers on the panel the entire list of service providers in the respective category will be invited. Price and preference points will be calculated in line with preferential Policy Framework Regulations changing specific goals per transaction.

#### **4.2. Estimated cost above R1 000 000.00**

All Service Providers in the respective category will be invited for transactions estimated to be above R1 000 000.00. Price and preference points will be calculated in line with preferential Policy Framework Regulations through bid committees.

The price reasonability will be managed based on the market analysis, should the bidders price exceed the market rates the price will be negotiated, further should the negotiations fail, the quotation will be cancelled, and the re-invitation be issued to all service providers. All other service providers in the particular category will be invited. The quotations will be awarded via the relevant procurement structures within the Department.

#### **5. Market Analysis and Negotiation for price reasonableness**

The prices must include management fees and delivery fees. The Department reserves the right to ascertain the reasonableness of prices submitted by the bidder by comparing market related prices for various goods and services which will be required in terms of these terms of reference. The prices submitted by service providers bidding for an event may be compared to the client Department's benchmarked prices. If the Department is of the view that the prices submitted by service providers are unreasonable then the Department will negotiate further with the bidder against the prices benchmarked by the Department.

Should the bidder refuse to reduce prices, the Department may disregard the bidders and negotiate with the bidder next in line (the second lowest bidder or third lowest bidder in the process or cancel the quotation and re-invite).

#### **6. Economic Empowerment**

Successful service providers/panel members will be obliged to outsource certain event activities (services or supplies) with an exception of critical services such as the main marquee to small businesses in order to promote procurement targets of the Department, companies owned by disabled persons, youth, African, women owned or SMME's within a particular district where the event is hosted must be utilized. 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 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 client Department and the service provider shall report on the achievement of such targets to the relevant steering committee. It is advisable that the event coordinators consider to hire the local committees to provide labour services.

#### **7. Management Fees and charge out rates**

It will be a further requirement that service providers bidding for an event must obtain market related prices for all goods/services required as per the scope of work contained in the individual bid documents dispatched at the time that an event will be required to be arranged.

#### **8. Duration of the project**

The panel shall be in place for a period of three (3) years; however, The Department reserves the right to review the panel after 18 months to add more suppliers onto an existing panel and the new service providers will be included in the Panel for the remaining duration of the contract. Should the Department decide to review the panel, all new service providers who are added to the panel will abide by initial bid period.

The department reserves the right to extend the contract for a period not exceeding 24 months. Should the department decide to extend the contract, the extension will be on the terms of the initial contract

## 9. Due care and diligence

The service provider must exercise care and diligence in the performance of its duties as contemplated in this contract and will be liable in the event of failure to exercise such due care and diligence, as this could result in the termination of the contract.

## 10. Indemnity

The service provider(s) shall indemnify and hold the client Department harmless against any claims of any nature arising out of the wilful 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 wilful or negligent acts or omissions.

## 11. Access to Information

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

## 12. Payment and Invoicing

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

## 13. PREPARATION FOR AN EVENT (SPECIFICATION)

**13.1 Co-ordination of logistics:** The service provider shall be responsible for the set-up and the dismantling of all assets, etc. Responsibilities will also include ensuring that the venue is clean and litter free after the event. The site/venue must be inspected prior to the event on the day agreed upon between the service provider and the Department.

### 13.2 Venue Safety and Security

**13.2.1.** The service provider is to provide logistics as per the determination of the Security Manager of the Department.

**13.2.2.** The Department will ensure that the SAPS/VIP Protection Security Officials are also available to ensure minimum risk to all attending the event.

**13.2.3.** The service provider (s) must arrange adequate security for assets at the venue from the day of set up until after the function and redeployment of the assets.

**13.2.4.** The service provider (s) must show proven experience in sourcing and managing security services.

**13.2.5.** The service provider (s) must assist the Department in developing a comprehensive safety and security plan for the event.

**13.2.6.** The Department should arrange safety and security in conjunction with the Local Municipality and fire services in the area that the event will be taking place. Where required the services of SAPS and Ambulance will be provided by the Department. The Managing Agent/s must ensure that a disaster management plan is drawn up together with the Department to deal with the media in the event of a major disaster occurring at the event.

**13.2.7** The service provider to ensure the services of the safety officer are procured for each event hosted by the department.

### **13.3 Event Manager**

The Events Manager will be expected to understand and be prepared to comply with all protocols related to the Department. Also, the Events Manager must 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.

### **13.4 Site**

The Service provider (s) 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 Security Manager prior to the function on the day agreed between the Department and service provider. A certificate of compliance must be provided by the service provider indicating that all structural installations are compliant with minimum industry requirements. Such certificate must be furnished to the Department Security Manager or Liaison Officer as soon as possible prior to the event.

### **13.5 Due care and diligence**

The service provider must exercise care and diligence in the performance of its duties as contemplated in this contract, and will be liable in the event of failure to exercise such due care and diligence, as this could result in the termination of the contract.

### **13.6 Indemnity**

The service provider 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, or any person acting for and on behalf of the service provider, and that the service provider shall warrant that it carries out of such willful or negligent acts or omissions.

### **13.7 Marquees/Scaffolding**

The service provider must ensure that when erecting marquees/scaffolding, the necessary certificate/s is/are obtained from the supplier and have to be in compliance with the Disaster Management Act. A detailed specification including dimensions of the seater tent will be provided by the Department.

A VIP marquee may be provided. The floor of the VIP marquee may be covered with a ground sheet in a colour to be decided by the 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.

The marquee will be utilized by the dignitaries as the holding area. Marquee that will also serve as an information centre for the Department related issues must be provided if needed. All these marquees must, where possible, be located at least 20 metres from the Main Marquee.

In the event of an outside venue the service provider(s) will be expected to provide requirements such as umbrellas/gazebos during extreme weather conditions for VVIP/VIPs.

### **13.8 Marquees Tables and Chairs**

**13.8.1. Main Marquee:** The service provider will be expected to provide white plastic chairs without covers.

**13.8.2. VIP Marquee:** The service provider must provide tables and chairs with back covers and also executive chairs for VIP'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 table cloths and over-lays. The service provider must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.

**13.8.3. Holding Marquee:** The service provider may be expected to provide holding room/marquee to accommodate 20 VIP's. Must also provide tables and chairs with back covers and tables must have table cloths and overlays. The service provider must also provide person(s) to serve the dignitaries. This marquee will be utilized by the VIP dignitaries as the holding area.

### **13.9 Main marquee: Seating**

The service provider must develop a seating concept and plan for the main marquee distinguishing between VVIP/VIP and other guests, taking into consideration a main table required for VVIP guests and separated seating for VIP guests.

The service provider(s) may be expected to provide white plastic chairs without covers for all guests except for the VVIP/VIP quest. Covered chairs must be provided for the VVIP/VIP quests.

Where necessary, marshals and ushers must be provided. A separate entrance to the main marquee for VVIP/VIP guests must be provided. Reasonable air-circulation must be provided for. Discomfort levels should be kept to the minimum.

### **13.10 Stage**

The service provider must consult with the liaison officer regarding stage plus podium for dignitaries. The tables on the main stage must be covered with linen table cloth and overlays on them. 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 sufficient number of glass jugs/carafes and drinking glasses.

Provision must be made for cooler boxes with ice storage of refreshments behind the stage through-out the proceedings. The service provider to ensure provision of mobile stage for the Department where areas do not have necessary infrastructure.

### **13.11 Refreshments**

The service provider must ensure that a detailed MENU is discussed with the liaison officer of the Department for refreshments to be served to VIP guests on arrival.

### **13.12 Lunch Provision to VIP guests:**

The service provider shall ensure that sufficient personnel are available to service all tables; that is

A minimum of one (1) person per table of ten (10) will be required. The service provider must ensure that consultation is made with the Department for VIP's to be identified by means of coloured stickers, arm bands etc.

NB: It may be a requirement that food will be provided in bowls per table and these will be required to be removed and refilled when necessary. Under no circumstances must persons in the VIP marquee, queue for meals.

### **13.13 Sit down lunch including refreshments**

Depending on the requirements of the Department, a variety of Traditional, Western and Halaal foods and deserts will have to be provided by the Agent/s. The service provider will be provided with a minimum of three (3) draft MENUs for selection, as early as possible prior to the function for (African/Western/Halaal/Vegetarian meals)

### **13.14 Lunch provision to the community**

Must be discussed with the liaison officer of the Department, but standard provision normally is as follows: viz

- 2 Rolls
- 2 Chicken pieces (Drumsticks)/beef
- 330ml 100% juice
- 1 fruit in season
- Or lunch packs

The food is to be served in an environment friendly disposable container, and the caterer/s should be briefed regarding the expected time of arrival. The service provider to ensure that the correct quantity and quality of food packs is delivered and it is according to specification. The list of service providers/caterers will be provided by the Department to the service provider.

### **13.15 Transportation of foodstuffs:**

All foodstuffs are to be transported in a hygienic manner and where appropriate in a refrigerated truck/trailer. All meals are to be prepared within 10 km from the site where meals would be served.

Should, on occasion, the serving of the meal takes place at a later time than the specified time, the service provider must ensure that there are suitable facilities to ensure that all food is kept warm until such time that is required to be served.

### **13.16 Weather condition**

The service provider may be expected to provide air conditioner/s including heaters to the VIP marquee when the weather is at extreme. The service provider will be again, expected to provide umbrellas during the extreme weather conditions for VIPs upon arrival to the exact venue.

### **13.17 Refrigeration facilities (truck/trailer)**

Where required the service provider shall ensure that there are suitable refrigeration facilities available for keeping items cool.

### **13.18 Waste disposal**

When required flushable portable toilets for the community and VIPs 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/Double ply toilet paper of good quality must be provided by the service provider and ensure replenishment when required. Toilets to be kept hygienically clean at all times.

### **13.19 Water tankers**

The service provider 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.

### **13.20 Transport and related matters**

The service provider will be required to organize and hire buses or any suitable means of transport to ferry community to and from the venue. As a requirement, an inspection certificate from the transporter confirming safety standards must be provided to the Department or liaison officer.

The local based contractors/transporters must by all means be utilized. 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 Department liaison officials have signaled for them to leave. The service provider and the Security Manager for the Department must designate a parking area for all buses. The service provider must liaise with the Department on the nominated and agreed transport route to be utilized and this route must be made available to all relevant stakeholders.

### **13.21 Entertainment**

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

### **13.22 Communication and Media**

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

### **13.23 Public Address System**

The service provider will be required to provide with a public address system with adequate wattage with microphones. (Company is to provide a technician to set up and operate the system). The service provider must ensure that the system is tested prior to the event and a power generator or back up is provided.

### **13.24 Photography, projection and video recording services**

The service provider will be required to provide with a camera for live feedback.

### **13.25 LCD Screens**

The service provider will be required to provide LCD screens for live feedback during the proceedings of the function.

### **13.26 Speed fencing**

The service provider will be required to provide speed fencing for security purposes during the department event or function.

### **13.27 Marshals including marshal/usher identification**

The service provider will be required to provide Marshal Identification T-shirts or Bibs for the Marshalls that will be assisting during the event. Also, be expected to pay a stipend to the Marshals at the end of the event.

### **13.28 Name tags and lanyards**

The service provider will be required to provide with name tags or lanyards for accreditation purposes for media, VIPs, staff and officials etc.

### **13.29 Promotional Material**

The service provider in consultation with the Department must arrange where necessary promotional items such as T-shirts, caps, Golf shirts, drinking bottles etc-

### **13.30 Translation services (simultaneous)**

The service provider may be required to provide services of the translator depending on the nature and purpose of the event.

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

The service provider in consultation with the Department may be required to prepare and print invitations and programmes etc.

### **13.33 Registration of delegates**

The service provider may be required to deal with registration of delegates depending on the nature of the event.

### **13.34 Transport**

The service provider may be required to make transport arrangements (buses and VIP vehicles) for the delegates when necessary.

### **13.35 Parking arrangements**

The service provider may be required to make parking arrangements for delegates and VIP's where there is infrastructure for the event to be held in (e.g. conference Centre, hotel, etc.)

### **13.36 Signage**

The service provider may be required to design and produce signage

### **13.37 Banners**

The service provider in consultation with the Department may be required to design and print departmental banners depending on the specific requirement for that particular event

### **13.38 VIP Guests**

Where required the service provider must ensure that honorary guests are given special attention. It is important that the person assigned to take care of these people is aware of who the dignitaries are in order to maintain the standard or departmental image. The designated incumbent should also be sufficiently skilled in terms of protocol such as the manner in which the invitations are addressed, seating arrangements, etc.

### **13.39 Communication**

The service provider shall ensure that the department provides or nominates person(s) who is/are fully conversant with all the facets of such events. The service provider 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 office prior to the event. The manager must also be clearly identifiable at the event.

#### **13.40 Obligations of the Service Provider**

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

- Hygiene Regulations R-918 as published in the Government Gazette;
- Food Based Dietary Guidelines;
- Compliance with the Occupational Health and Safety Act; and
- Relevant municipal by-laws and prescripts.

#### **13.41 Indemnity**

The service provider(s) shall indemnify and hold the client Department harmless against any claims of any nature arising out of the wilful 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 wilful or negligent acts or omissions.

#### **13.42 Liability**

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.

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.

The 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).

#### **13.43 Access to Information**

The service provider must make available to the Department all invoices and supporting documentation from sub – contractors together with their monthly fee note.

The service provider must allow access to all records and information pertaining to the event for auditing by the client Department.

#### **13.44 Payment and Invoicing**

The service provider will only be reimbursed by the client Department upon receipt and verification of goods/services received in line with specifications and correct

invoice. The invoice shall be an original. Payment will be made to the Event Manager only.

The Department requires all invoices to be submitted within 14days after the event. The Event Manager must ensure that all invoices are checked and reconciled prior to submission to the client Department for processing and payment. The Department is responsible for payment within 30days if an acceptable invoice is received, provided

everything is in order. The service provider must pay the sub-contractor 7days after receipt of payment from the Department.

## 14. CHECKLIST FOR THE EVENT

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

### 14.1 . Accessibility and flow

14.1.1. Number and arrangement of entrances, exits and access control;  
Directional signage.

14.1.2. Parking.

14.1.3. Special needs (wheelchair access);

14.1.4. Crowd-control devices (barricades, signs);

14.1.5. Fire regulation, capacity (persons, vehicles, etc)

14.1.6. On-site vehicles for staff and identification thereof.

### 14.2. Accreditation

14.2.1. For media, VIPs, staff and officials (police, fire etc)

14.2.2. Types: badges; tickets; uniforms; wrist bands

### 14.3. Activity requirements, setting types

14.3.1. Stages and assembly, dressing rooms, special technicians, seating arrangements, viewing quality, etc.

14.3.2. Procession parade marshals; and crowd control

14.3.3. Decorations and designs;

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

### 14.4. Cancellation or venue change procedures

14.4.1. Weather forecasting and monitoring

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

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

### 14.5. Hospitality

VIP, sponsors, officials and performers' facilities

Separation of different activities;

Special viewing requirements;

Special transport to, from and on site;

Protocol for VIPs;

Food, beverage, and gifts

#### 14.6. 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

#### 14.7. 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

#### 14.8. Contract Execution Capacity

**It is incumbent upon the bidder in their technical proposals to adequately demonstrate contract execution capacity in the following areas: Technical approach, Company Experience, Financial Viability of Entity, Competency and Expertise Requirements/Team Composition**

#### 14.9. Technical Approach Understanding of assignment, methodology and Approach and technical expert

The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether their proposed process meets the requirements.

#### 14.10. Financial Viability

To confirm that Tenderers are financially viable and have the financial capability to provide the services for which they are tendering and to otherwise meet their obligations under the Proposed Contract, the entity is required to provide the following:

The entity is required to provide bank certified evidence of cash/credit/overdraft facility available from a minimum value amount as follows:

- ❖ Category A: R 500 000
- ❖ Category B: R 800 000
- ❖ Category C: R1 200 000
- ❖ Category D: R2 000 000
- ❖ Category for clusters: R 500 000

## SECTION J

### EVALUATION PROCESS

16.1 The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3
<b>Administrative Compliance</b>	<b>Functionality Requirement</b>	Approval of the panel
Compliance with mandatory requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	List of the approved service providers (SLA)

#### PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed
Panel Category Selection Criteria.	Service Providers are required to select the category they bidding for. Failure to select a category, will lead to an automatic disqualification
The bidder must provide proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company	The bidder must provide a proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company to the relevant values as follows: <ul style="list-style-type: none"> <li>❖ Category A: R1 500 000</li> <li>❖ Category B: R 2 400 000</li> <li>❖ Category C: R3 600 000</li> <li>❖ Category D: R6 000 000</li> <li>❖ Category for clusters: R 500 000</li> </ul>
Compulsory Briefing session attendance	Section must be signed and stamped. All signatures must be original.

#### Phase 2

##### Functionality requirements

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder.

- ❖ To progress to the next stage of evaluation, service providers must score a minimum of **60%** for cluster category of the total points outlined in the Evaluation criteria.



