GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

BID NUMBER	GT/GDSACR/023/2026
BID DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A PREQUALIFIED LIST OF SERVICE PROVIDERS TO RENDER EVENTS MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

CUSTOMER DEPARTMENT	Sport, Arts, Culture and Recreation
CUSTOMER INSTITUTION	

BRIEFING SESSION	**Y**	✔	**N**	☐	**SESSION COMPULSORY**		**Y**	☐	**N**	✔
					SESSION HIGHLY RECOMMENDED		**Y**	✔	**N**	☐
BRIEFING VENUE	Ms Teams				**DATE**	31 July 2026	**TIME**	10:00		
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	✔	**DATE**		**TIME**			
SITE INSPECTION ADDRESS										

TERM AGREEMENT CALLED FOR?	**Y**	☐	**N**	☐	**TERM DURATION**	36 Months

CLOSING DATE	21 August 2026	**CLOSING TIME**	11:00

TENDER BOX LOCATION
5 Hollard Street, Marshalltow, Mayibuye Building

NOTES

THE TENDER BOX IS OPEN 5 Hollard Street, Marshalltown

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consist of one Section (Section 1). This section must be submitted, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

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PROVINCIAL TREASURY
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Provincial Supply Chain Management

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PART A
INVITATION TO BID

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

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

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

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TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx

OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	Sport, Arts, Culture and Recreation
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	sarcscmenquiries@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Sport, Arts, Culture and Recreation
CONTACT PERSON	Waratwa Moilwa
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	Waratwa.Moilwa@gauteng.gov.za

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

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

GAUTENG PROVINCE
SOCIAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.
By signing this form, you consent to your personal information being processed by the Gauteng Department of Social Development. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: ____

Residential/Postal or Business Address: ____
____

Contact number (s): ____

Email address: ____

1. In the furtherance of the Gauteng Department of Social Development (**The Department**) operational requirements and for purposes of complying with its policies, procedures, and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, ____ (*INSERT FULL NAME AND SURNAME*) with Identity Number____, in my personal capacity or acting on behalf of __________________________ __________________________________ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.

7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1.

8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.

9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the time period that it may be so required.

10. With my signature below, I do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at .... on this .... day of ....20……

…... ……………………………….

Name of data subject/ designated person Signature

…………………………………………. ……………………………….

Name/Surname/Dept of Responsible Party Signature

Date:

GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

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	INSTRUCTION TO BIDDERS	**Page: 4 of 4**

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	POINT SYSTEM	Page 1 of 1

BID NUMBER	GT/GDSACR/023/2026	**CLOSING DATE**	21 August 2026
VALIDITY OF BID	120 Days	**CLOSING TIME**	11:00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**		**N**		**VALUE BASED**	**Y**		**N**	
VALUE BASED	**Y**		**N**											
QUANTITY BASED	**Y**		**N**											
TERM BASED	**Y**	✔	**N**											

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	BIDDER'S DISCLOSURE	Page: 1 of 3

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 1 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

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

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	BIDDER'S DISCLOSURE	**Page: 2 of 3**

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:

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 2 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.

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	EVALUATION METHODOLOGY PROCESS	Page 1 of 2

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the Tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation,

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	EVALUATION METHODOLOGY PROCESS	Page 2 of 2

BIDDERS JOB CREATION ANALYSIS

Company Name		Vendor Number		Date Established	

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

GAUTENG PROVINCE
SPORT, ARTS, CULTURE AND RECREATION
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS TO RENDER EVENTS MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

CONTENTS PAGE

1. THE PROJECT BACKGROUND AND GOALS

1.1. The user background to the project effort.

The GPG requires a service of obligatory quality to be delivered in all instances in line with the defined requirements outlined in this document.

The Department of Sport, Arts, Culture and Recreation (DSACR) saw the need to outsource the service to panel of service providers in events management sector to assist in the implementation and conceptualisation of events and other initiatives of the Department.

1.2. Goals of the project

The DSACR is planning to appoint a panel of pre-qualified events management companies that would coordinate and host events and special projects.

In the quest to grow the Sport, Arts, Culture, Libraries and Heritage sector, and to contribute significantly to the economy while fostering a more cohesive and united society, the DSACR is involved in a plethora of activities and initiatives on a frequent basis all year round. Naturally, the planning, staging and overall management of events forms a big part of the scope of work. It's therefore crucial that the events not only satisfy the functional/technical objectives, but that they also always contribute to the Department's key strategic objectives that would be applicable to an event namely:

1. Transformed, modernised, sport and cultural landscape which contributes to social cohesion and nation building.
2. Gauteng economically transformed through the business of creative industries.
3. Gauteng economically transformed through the business of sport.
4. Develop, transform, promote, modernise sustainable library, information and archives services.
5. Capable and activist administration which contributes to a modern developmental state to promote good governance.

The latter is an expression of how the department delivers its vast range of projects, interventions, initiatives and services where public resources are used to unlock the potential of the sector, and to cultivate the landscape for tangible growth and development.

2. THE BUYING DEPARTMENT

Gauteng Department of Sport, Arts, Culture and Recreation (GDSACR).

3. SERVICE REQUIREMENTS

The DSACR is planning to appoint a panel of service providers in events management fraternity that would have the ability, capacity, infrastructure, skill, experience and knowledge to manage all events and special projects of the GDSACR for and on behalf of the Department. The contract will be period contract of 36 months (3 years). The commencement period of the contract will be from the date the Accounting Officer signs letters to appoint the companies that will render the service.

It should be clearly noted by tendering companies that quotations will be requested from the successful companies on a need's basis. The contract will be managed with an open procurement approach where there is unrestricted competition. Any company within the pool of companies may make a bid or refrain at will and will be allowed to compete as per SCM prescripts. The contract will be for a period of three 36 months, (3 years).

The following types of events are managed by the Gauteng Department of Sport, Arts Culture and Recreation

1. National, Provincial, Regional, Area and Community Based Sports and Recreation, Arts, Culture, Libraries and Heritage events, activities and festivals;
2. Workshops, Conferences and Seminars;
3. Launches and Openings; and
4. Awards
5. Other ad hoc events.

GDSACR will be initiating several events over the next 36 months period. It would be required of the successful events management Companies to manage these events on behalf of the Department of Sport, Arts, Culture and Recreation but in conjunction with the department's events managers and/or project/programme managers. Prospective service providers are requested to tender based on the information that is provided. The tender will be advertised provincially, evaluated and companies will then be appointed.

4. PROCEDURES TO BE FOLLOWED WHEN APPOINTED

Before the appointed company will commence with its work, the following procedures will be followed:

a. The Department will give the appointed events management company where possible 5 days' notice before the culmination of an event. In cases where dates are available, the events management company will be informed earlier. It should however be noted that in some urgent cases notification may be at a shorter period;
b. A formal proposal on the way forward will be made to the GDSACR with a draft budget (full breakdown of costs) attached to it;
c. The appointed event management company will be requested to attend a briefing meeting with the GDSACR representative.
d. Thereafter the appointed event management company can brainstorm internally on the implementation strategies for the specific event;
e. Appointed event management company will be required to source some of the services where the event is taking place and the department will provide the potential local service providers from the internal database.
f. The Department will subsequently approve the budget and give the approval for the work to commence on the specific event;
g. Continuous liaison between the Department and the appointed event management company will take place on a weekly and sometimes daily basis;
h. A post event report and evaluation will take place within two weeks after the event.
i. The appointed event management Company will also be informed of the centre / town where the event should take place. In some cases, the Department may wish to specify the venue for the event.

Please note that the RFQ will be specific to either of the Targeted groups whenever the need arises.

No	Targeted Groups	Preference Points for Specific Goals 80/20
1	Enterprises that are in the (TISH) Township /Informal settlement/ Hostel within the corridors of Gauteng Province	20
2	Enterprises that are more than 51% owned by **Females**	20
3	Enterprises that are more than 51% owned by **PwDs**	20
4	Enterprises that are more than 51% owned by **Blacks**	20
5	Enterprises that are more than 51% owned by **Youth**	20
6	Enterprises that are more than 51% owned by **Military veterans**	20

5. ROLES AND RESPONSIBILITIES

The role of the GDSACR and the Events Management Company will be:

5.1. **GDSACR**:

It will be required of the department to provide continuous support to the Events Management Company by approving and sign-off on all issues. The department will provide guidance and share information with the company.

5.2. **Events Management Company:**

It will be required of the Events Management Company to feed information daily to the Department on all issues related to the event(s), make proposals to the Department on best practice, ensure that cost-effectiveness is practiced on implementation, ensure that a professional service is delivered to the Department, report on jobs created, inform the Department of all challenges experienced and be present on the day of the event organised on behalf of the department. Honour payments schedule of sub-contractors and provide proof of payment.

It will be expected of the Events Management Company to report on risk management issues like security, disclosure of information, site management and outstanding performance. Upon appointment, a checklist will be discussed between the Department and the Events Management Company specifying which risks will be absorbed by the Service Provider, which will be shared, and which will be transferred. A close out report should be provided by the service provider. The DSACR will provide a template for the close out report as well as the jobs report.

6. TASKS AND DELIVERABLES

The following tasks and deliverables may apply for some of the events.

TASKS	
The service provider will be expected to plan, conceptualise, organise, implement and manage events with respect to the following tasks and categories:	
6.1	**LIAISON**
i.	The department will contact all possible stakeholders (sport and recreation, arts, culture, heritage and library stakeholders) that may be involved in the events of the Department and the delegated official/s in making sure that the event is run according to sound Events Management Standards for all arrangements of the events.
ii.	Liaison with all the service providers on site on the days of the events.
iii.	Ensure that the GDSACR representative is constantly informed of implementation, planning and that there is close co-operation with the delegated GDSACR official on days of the events.

iv.	Presentations on progress should be made by the Events Management company when called to do so.
v.	One point of entry into the department will be applied. Approvals and direction will be given by the GDSACR representative only. Liaison is therefore only between the service provider and the single GDSACR representative and with no-one else.
6.2	**LOGISTICAL REQUIREMENTS**
i.	Provide logistical arrangements for all events of the Department. Logistical arrangements may involve the following services and facilities: a. Sound; b. Audio-visual Screens and lighting; c. Live streaming and virtual connection services, d. Staging as per the technical riders; e. Public Address System (PA system); f. Standby technical assistance; g. Tents / Marquees/ Dome / Gazebos; h. Shaded Roof Stages / Raised platforms; i. Lecterns / Podiums; j. Teleprompter / Autocue; k. Chairs; l. Tables; m. Décor', n. Flooring, o. Water (bottles or sachets); p. Self-Powered generator(s); q. Climate control, e.g. heating and cooling; r. Portable chemical toilets; s. Environmental plan (Clearing and cleaning, recycling) t. Signage; u. Accreditation; v. Sufficient and safe parking spaces; w. Exhibition facilities; x. Catering at events; y. Site plans / layout; and z. Crowd control barriers. N/B: The department has 4 gig rig trucks with sound and power supply (generators) available which may be used from time to time depending on the event requirement.

ii.	To provide professional Live Broadcasting on social media platforms (Facebook, YouTube & X), accompanied by online editing as mentioned above. The service provider should be able to provide enough mobile bandwidth to sufficiently cover all the events.
iii.	There may be various live broadcasts in the month. Each broadcast may range from 30 minutes to 2hrs.
iv.	It will be expected of the service provider to make provision for all of the above in an event or a selection of the above.
v.	Pictures of all implemented logistics should be submitted to the DSACR representative after the event.
vi.	Ensure the activation of Joint Operation Centre for all events and provide safety certification and compliance for all infrastructure erected for the event. The Service provider must ensure that public liability is in place for all events.
6.3	**PHOTOGRAPHER AND VIDEOGRAPHER AT ANY EVENT OF THE DEPARTMENT**
i.	The service provider may be required to provide a photographer and a videographer at Departmental events.
ii.	It may be required of the photographer and videographer to be present at events being organised on behalf of the Department.
iii.	**Video content production**
	a. To provide an entire camera crew for recording live performances in studio green rooms or designed sets, which should be provided by the service provider, or in venues of controlled numbers as provided by the Department.
	b. To stream the online edited content as they happen live in different venues within the Province.
	c. To edit and package some of the content which will be live streamed later, within a day or two.
	d. To provide edited content in bite and feature formats after all is done (this will be needed before payment is effected). This can be provided in a flash disk and/or sent online via p2p sharing.
6.4	**EVENT BRANDING AT ANY EVENT OF THE DEPARTMENT**
i.	The service provider may be required to source, produce and mount conventional event branding items such as: Speaker scrims/towers, backdrops, pull ups, flags, fence banners, and directional signage.
ii.	The service provider may be required to assist with setting up and dismantling of branding material at Departmental events as per the GDSACR discretion.
iii.	The branding material will be placed according to a branding plan provided by the department in line with the Marketing and PR plan for the event.

iv.	a) Provide for electronic accreditation, branding and marketing material when required to do so. co-ordinate the performance of these artists and groups on the day of the event; b) be the liaison body between the Department and the artists before and after the event; c) ensure proper transport, accommodation and catering arrangements are made for the cultural groups if necessary; d) handle all contracts, bookings, payments and other administrative issues related to the artists performances. e) It will be required of the service provider to pay cultural groups and developing artists immediately after performances; and f) the provision of dressing rooms, holding rooms and hospitality riders for artists,
6.5	**ENTERTAINMENT AT ANY EVENT OF THE DEPARTMENT**
i.	It will be required of the service provider to appoint a creative director for some events.
ii.	It will be expected of the appointed service provider to give guidance and advice on cultural programmes recommended by the Department. The service provider will be expected to develop a recommended line up of performing artists to suit the type of event and help achieve the objectives of the department.
iii.	It will be expected of the service provider to: The GDSACR will give approval of the final line-up to ensure it is relevant and consistent to the theme of the event.
iv.	In some cases, it may be required of the service provider to appoint a stage manager to co-ordinate the performances.
v.	Profiles and online discography of suggested artists should be provided to the Department to allow for an informed decision at all times.
vi.	The service provider should be able to **accommodate suggested changes to the artist's line up at all times** in consultation with end-user.
vii.	It will be expected of the service provider to provide all technical requirements for the performing artists as per their technical riders in all cases.
6.6	**FESTIVALS AND EXHIBITIONS**
i.	The Service provider should be able to put together a Film Festival, Theatre production, dance festival, visual arts exhibition, Sports exhibition music festivals and any other exhibition on behalf of GDSACR when required.
ii.	Provide a list of proposed productions with synopses to GDSACR approval within one month after the appointment. Screening and rehearsals of the productions are regarded as an integral part thereof.

iii.	Take charge of all the necessary liaison regarding the festival and exhibition and the chosen production.
iv.	Take care of the programming for the festival and exhibition.
v.	Source, book, liaise and pay for venues where the festival and exhibition will be held.
vi.	Organise a Launch, media launch and functions and/or award ceremony.
vii.	A Festival office should be set up by the Service provider. The address, telephone number and fax number of the office should be communicated to the DSACR representative.
viii.	The involvement of provincial representatives may happen. However, the DSACR representative will still be the central point of contact.
ix.	Handover and opening of Infrastructure projects, e.g. Libraries, sport facilities, arts and culture facilities.
6.7	**TOUR OPERATOR**
i.	When required, a tour operator should be appointed to manage social excursions for and on behalf of the Department.
ii.	As a matter of respect and security, the tour operator is expected to undertake sufficient consultation with the relevant community structures at sites to be visited.
iii.	The Tour Operator should make provision for a dry run to be attended by various stakeholders, i.e. security etc. It will also be expected of the tour operator to be at the sites to be visited by the delegates as he / she will be expected to provide relevant information where necessary.
iv.	The Tour Operator should undertake all co-ordination and organisational arrangements related to the tour programme.
v.	The involvement of provincial representatives may happen. However, the GDSACR representative is still the central point of contact.
6.8	**PROMOTIONAL ITEMS**
i.	The service provider should facilitate and coordinate for the design and production of a wide range of promotional items. Promotional items should be branded with departmental logo. The department representative will advise on correct logo application.
ii.	All material must be delivered to the venue where the promotional items are required before the event.
iii.	All unused materials are the property of the department and must be handed over to the department's representative.
iv.	The Logo of the GDSACR may not be used outside GDSACR sanctioned events or promotional items.

6.9	**INTERPRETERS, INTERPRETING EQUIPMENT, TRANSCRIPTION, TRANSLATION AND RAPPORTEURS**
i.	It will be expected of the service provider to ensure that consecutive and simultaneous interpretations are available at any conference organised by the Department, or where the need arise.
ii.	The service provider shall source the provision of all necessary equipment, such as microphones, booths, headsets, etc., for interpreting in both the main hall and the specified number of breakaways.
iii.	Two interpreters per language should be provided at all times. Sign Language Interpreters are also required. Only Accredited interpreters should be used at all times. Proof of accreditation to a professional body should be provided before the appointment is finalised.
iv.	It may be required of the service provider to translate certain documents for events of the Department or where the need arise. For example; Conference Programmes.
v.	It may be required of the service provider to provide a transcription service at events of the Department or where the need arise.
vi.	The service of rapporteurs and note taking may be required from companies for certain conferences and workshops.
vii.	Provide translation services in all Indigenous languages
6.10	**EVENT SAFETY, SECURITY AND COMPLIANCE**
6.10.1.	**Event Safety and compliance Officer/s**
i.	Appoint Event safety and compliance liaison person to activate the Joint Operations Centre (JOC) and that could liaise with all security forces at all events, for e.g. State Security Services (SSA), the South African Police Services (SAPS), VIP Protection Unit, Presidential Protection Services (PPS), Public Order Police Services (POPS) units, Traffic Police, Emergency Medical Services (EMS), Ambulance Services, Fire Departments, Community Policing Forums (CPF) and any other.
ii.	It would also involve attending meetings with security forces on national, provincial and local level.
iii.	Draw all site layouts/plans to scale, evacuation plans, fire rational plans, and applications to the city. Manage the load in and strike down of temporary structures according to the approved site layouts.
iv.	Provide public liability for the event
v.	Provide electronic and physical safety files to the GDSACR representative, The JOC commander and the authorised member.

6.10.2.	**Security**
i.	Arrange for and organise a private security company to secure and control event site(s) before, during and after the events when required - PSIRA Accredited
ii.	Take responsibility of security agencies on the days of events.
iii.	Implement the marshalling component of the event which will include the recruitment of credible marshals, brief them, train them, liaise with them at the event and pay them immediately in cash after the event.
iv.	Submit security deployment plans to the Event Safety and Compliance officer (Accredited Certificate).
6.10.3	**Emergency Services**
i.	Provide private EMS for the events.
ii.	EMS company must be compliant.
6.10.4.	**Health Compliance Officer (as and when required)**
i.	The event should have 1x compliance officer (as and when required) who will ensure the following: 1. Create the event compliance plan 2. Manage compliance personnel, 3. Ensure all protocols are adhered to, pre-event; during and post event. 4. Attend and present plans at the safety and security meeting, 5. Present to Joint Operations Committee (JOC),
ii.	**<u>Health Compliance Material- as and when required</u>** The event should have the following hygiene requirements material: 1. Disinfection sprays enough to disinfect the event area surfaces pre-event, during and post event. 2. Sanitisers at all entry points, 3. Sanitisers in all ablution facilities 4. Disposable rubber gloves for working staff 5. Surgical Masks 6. Red disposable boxes or refuse plastics
6.11	**CATERING**
6.11.1.	**VIP Catering**
i.	Organise and provide catering for invited guests at events. Catering will either consist of a buffet meal, a formal sit down with a plated meal or a cocktail menu at a venue specified by the department.
ii.	Take responsibility for co-ordinating catering for invited guests; performing artists and local community guests at events of the Department where the services are required.

6.11.2.	**Food Packs**
i.	Organise and provide catering for working staff and members of the public on the days of events. It will either consist of food packs or a separate buffet area where a meal can be served.
ii.	The service provider will be required to provide for public catering. The food packs and public catering should be distributed at the venue where the event will take place. Proper plans should be in place for this purpose. It may be required of the service provider to in some cases make use of fast-food outlets as a form of public catering.
iii.	Labelling food containing allergens and dietary specifications should be provided.
iv.	The service provider should as much as possible cater for all dietary requirements. However, this may not always be possible due to scale of events.
v.	The service provider will be required to provide catering for departmental meetings with external stakeholders.
6.11.3.	**Refreshment services during catering**
i.	Organise bottled water or other soft drinks for invited guests in the invited guests seating area during all the events.
ii.	Organise and provide bottled water and cool drinks for invited guests with all meals at all events. This service may also be extended to members of the public attending an event of the Department.
iii.	The service provider should ensure that a proper refreshments service is made available to the Department at each event.
iv.	Bottled water should be used as an opportunity for the GDSACR to brand itself and its institutions. Suggestions in this regard will be expected from the Events Management companies in events.
v.	Labelling food containing allergens should be provided.
vi.	The service provider should as much as possible cater for all dietary requirements. However, this may not be possible at all times due to scale of events.
6.11.4.	**Décor and Flower arrangements**
i.	The service provider should ensure that all events are properly decorated with décor and flower arrangements.
ii.	The service provider should approach décor and flower arrangements to fit in with the overall theme of the event. Décor should always have a strong sports, arts and culture look and feel to fit in with the Laying the Foundation for Greatness.
iii.	The GDSACR will provide guidance on the décor application for the event.
6.11.5.	**Catering equipment**
i.	The service provider should provide catering equipment for each venue where kitchen facilities are not available.

ii.	The service provider must ensure that the electrical equipment is in full working condition and must be able to provide back-up in the form of generators.
6.12	**TRANSPORT PLAN AND MOBILISATION**
i.	Take responsibility for the co-ordination of all parking arrangements on the days of the events.
ii.	Co-ordinate activities of service providers before and on the day of all the events.
iii.	Co-ordinate shuttle services when required
iv.	Mobilisation will include but is not limited to loud hailing, distribution of leaflets and putting up of the posters advertising the event.
6.13	**ACCREDITATION, INVITATIONS AND RSVP**
i.	Take responsibility for the Invitation of guests, compiling of RSVP lists, accreditation of guests, ushering and seating of invited guests at all events. The Department will provide the guest list and liaise with the service provider.
ii.	It will be required of the service provider to exercise strict control over the invitations, RSVP and accreditation process.
iii.	In some cases, and as the need arise, it may be required of the service provider to manage the invitations, RSVP and accreditation of guests with a live and online process.
iv.	Assist the Department representative in preparing the protocol arrangements for all events of the Department. For example, table cards and as required by the Department.
6.14	**EVENT PRINTING SERVICES**
i.	Production and printing of posters, accreditation cards, wrist bands, vouchers, brochures, pamphlets, leaflets.
ii.	Provide translation services in African languages.
iii.	Provide editing, proofreading, layout, design, and printing services for information products such as brochures, service delivery booklets, leaflets, corporate publications, etc. This list is not exhaustive.
iv.	Provide Braille printing services (when required)
6.15	**MEDIA AND CREATIVE SERVICES**
6.15.1	**Media Bulk Buying**
i.	Digital Billboards: Securing and managing placements on high-traffic digital billboards.
ii.	Static Billboards: Negotiating and purchasing space on traditional billboards for long-term campaigns.
iii.	Acquiring bulk advertising space across various media channels such as print media, electronic media and digital media.

6.15.2	**Digital media**
i.	To provide social media advertising on Facebook, Instagram, X and YouTube of the month's campaign to reach more online users who ought to be part of the event.
ii.	The required services and strategy should include identification and utilisation of at least 10 micro-influencers on X, Instagram and TikTok, etcetera to enhance audience participation in the month-long programmes.
iii.	The service provider should develop a month-long strategy/calendar to serve as a guiding plan. This should include development of high-quality content (motion and still graphics for advertising purposes) in advance which will be approved by the recommended officials of the Department before it's published.
6.15.4	**Graphic Design**
i.	Certificates, signage, lanyards, plastic pouches for nametags, pledge boards, canvas frames, etc.
6.16	**Usage of departmental GIG Trucks**
i.	Diesel: Gig-Truck and Generator
ii.	Driver overtime: 1 (or 4) Driver(s) pending end user need
iii.	Technicians Stipends: 2 per Gig-Truck at a time per day.
iv.	Security and escort of the truck: PSIRA Approved and Armed with tracker link to SAPS.
v.	Qualified Technician Repairs: Spontaneous repairs and parts replacement of screens and Sound systems requirements
vi.	Insurance technical electronic equipment and or stage with canopy: Utilisation insurance in case of damages and or theft during utilisation

7. REPORTS

i. The service provider should keep record of all work done on each event.

ii. The appointed event management company should provide a report to the Department representative after each event about the number of jobs created during the event for example number of women, youth, people with disability and military veterans

iii. A prescribed template and schedule of reporting will be provided by the department.

8. FINANCIAL ARRANGEMENTS

a. The service provider shall provide a detail cost breakdown of the Terms of Reference

b. For the purposes of this bid, interested Events management companies should not budget for a period of 36 months but only for the event.

c. In terms of Treasury Regulations, the GDSACR cannot make advance payments. Payments will be made within 30 days of receiving the invoice. The service provider will be required to submit original invoice to the department and upload on e-invoice platform.

d. The service provider should note that cost effectiveness is a critical factor in the evaluation of bids.

9. MONITORING

The GDSACR will perform monitoring and evaluation functions during and after each event.

10. INFORMATION / DOCUMENTATION TO BE PROVIDED BY SERVICE PROVIDER

The service provider should provide the following in a business plan of the event that will include the following. **It should be noted that all the documents should be in this specific order:**

a. Completed RFP pack. (Annexure A)
b. SBD documents: SBD1, SBD 4(Annexure B)
c. BBBEE certificate SANAS Accredited or sworn affidavit for EME and QSE. (Annexure C)
d. A valid Tax Status Pin must be attached to the bid documents. (Annexure D)
e. Company profile with list and detail of previous work done. (Annexure E)
f. Reference letters from previous clients whom the company had worked with in relevance to events management. (Annexure F)
g. All required certificates (Annexure G)
h. A business plan containing the work procedures that will be followed, projected budget for the task and a timetable of tasks, role of the Events Management company and any other pertinent information for tasks / event as per (Annex A Scenario) below. (Annexure H)
i. An organisational structure of the company of the service provider. CVs of the directors of the Events Management Company should also be attached. (Annexure I)
j. Central Supplier Database (CSD) summary reports (Annexure J)

11. TIMEFRAMES

a. The service provider is required to perform services to the GDSACR as an Events Management Service provider for a period of 36 months or when the need arise / services of the company is required. The 36-months period will come into effect on the date the Accounting Officer signs the letter of appointment.
b. The service provider should attend a meeting at the GDSACR within a week of his / her appointment. All future meetings will be in the offices of the Gauteng Department of Sport, Arts, Culture and Recreation, Mayibuye House, 5 Hollard Street, Marshalltown, Johannesburg, 2001 or any other venue agreed upon by both parties.

12. QUALIFICATIONS, SKILLS AND EXPERIENCE

Bidders are to indicate what experience and capacity they have to deliver the services required by the GSACR. The experience of the company's team to be allocated to the project must be assigned. The Company must provide a skilled and experienced team to perform the events management service to this effect. CV's must be submitted by the Bidder and/or Key team personnel.

a. **Bidder** must have a minimum of three (3) years' experience in similar events (as outlined in the Annexure)
b. Key Team Personnel must have a minimum of a one-year qualification in Project management/ Business Studies / Communications Studies / Marketing / Events Management/ Public Relations. Certified copies of qualifications must be attached to the proposal as proof. **Functionality points will be forfeited should proof not be attached.**
c. Key Team members must have a minimum of two (2) years experience in event management / Project management/ Business Studies / Communications Studies / Marketing / Events Management/ Public Relations

13 . BRIEFING SESSION

A virtual, non-compulsory briefing session will be held via Microsoft Teams. The date, time, and meeting link will be communicated to all bidders in due course. While attendance is not mandatory, it is strongly recommended.

14. DURATION

The Tender will be for a fixed period of 36 months It will be expected of the successful service provider to sign a service level agreement with GDSACR.

14. SERVICE LEVEL AGREEMENT

The service provider is required to enter into a Service Level Agreement with the Gauteng Department of Sport, Arts, Culture and Recreation perform all functions as set out in the project specifications or Terms of Reference.

15. PRICE STRUCTURE

The purpose of this bid is to create a prequalified list/panel of Events Management. Service Providers for a period of 36 months, therefore pricing will be requested on ad-hoc basis per a specific event.

16. EVALUATION METHODOLOGY

The evaluation of bids will be in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), and the Preferential Procurement Regulations, 2022 (PPR).

The evaluation of the bids will consist of a three-stage process as per the PPR, 2022:

The **first stage** of evaluation of bids for this tender will consist of administrative evaluation, the **second stage** will consist of the functionality evaluation and the **third stage** will consist of a presentation. All bidders that meet the minimum thresholds during this evaluation process will be appointed onto the panel of service providers for the DSACR.

Stage 1A

Administrative compliance in line with page 18 of the document

Stage 1B

Mandatory Administration Compliance in line with page 20 of the document

Stage 2

Technical Functionality compliance in line with page 21 - 25 of the document

Stage 3

Presentation compliance in line with page 25 of the document

16.1. STAGE 1A: ADMINISTRATIVE COMPLIANCE (NON-MANDATORY)

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below. Non-submission will not result in the bidder being disqualified; however, compliance is highly recommended.

a. Fully Complete, sign and submit all (Standard Bidding Documents) SBD documents:
   i. SBD 1 – Invitation to bid.
   ii. SBD 6.1 – Preference Points Claim Form.
   iii. Tender document
b. Valid SARS Tax compliance status TCS pin
c. Proof of registration with Central Supplier Database
d. Company CIPC registration documents
e. Company profile
f. Certified copies of IDs for Member/Directors
g. Letter of Resolution / Authority by Directors for an authorized representative to sign bidding documents (where applicable)
h. Valid B-BBEE Certificate or valid Sworn Affidavit.

NOTES:

a. Bidders qualifying as Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC which serves as an Affidavit

b. Sworn Affidavits must be signed and dated by the Deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice

c. Sworn Affidavit must be signed by a Commissioner of Oath on the same date as the Deponent.

d. Only valid B-BBEE Status Level Verification Certificates, issued by agencies accredited by SANAS, will be accepted.

e. In case of a Consortium/ Joint Venture (JV), all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS will be accepted. Sworn Affidavit for a Consortium/ JV will NOT be accepted.

f. All Consortium/ JV proposals must include the individual companies / party's information for the above administrative documents (where applicable).

g. The Department will not accept any **copy of a certified copy**, all certified copies should have the original stamp of certification, and the date must not be older than six months from the closing date of the tender.

h. All certificates and/or sworn affidavits, certified as a "**true copy of the original**", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)

STAGE 1B: MANDATORY ADMINISTRATION COMPLIANCE

Bidders must submit the following valid mandatory documents and **failure to comply with these requirements will result in disqualification from further evaluation.**

a. Fully completed and signed SBD 4 (Bidder's Disclosure form)

b. In a case where bids are submitted as a Joint Venture/ consortium a joint venture/ consortium agreement signed by all parties must be submitted (where bidders submit proposals as such). Lead partner to be clearly indicated as well as the proposed revenue split.

c. Integrity Pact for Business - Fully completed and signed by an authorized representative

STAGE 2 : TECHNICAL FUNCTIONALITY EVALUATION - (45 Points)

Suppliers are requested to include with the tender document all the information requested below:

CRITERIA	DESCRIPTION	POINTS
any Experience	**a. Bidder must submit a company profile that evidences the number of years in event management. The number of years reflected on the company profile will be validated against CSD.** 1. Less than 3 years (0 points) 2. 3 to 5 years (1 point) 3. 6 to 8 years (2 points) 4. 9 to 10 years (3 points) **5.** More than 10 years (4 points)	**4**

CRITERIA	DESCRIPTION	POINTS
	b. Bidder must submit an organisational structure that evidences the number of available staff members. The proposed staff members reflected on the organisational structure must be supported by their qualifications and a detailed CV's which demonstrates their experience in events. Points will be earned for each key position included in the organisational structure **e.g. project manager, event organiser** **1.** Event/ project manager (a minimum of a NQF Level 5 qualification in Project management/ Business Studies / Communications Studies / Marketing / Events Management/ Public Relations**.** **(4 points)** • No Qualification (**0 point)** • Qualification (**1 point)** - 1 point for the qualification • **Experience in Events (3 points): Manager** - 1-2 Projects – 1 point - 3-5 Projects – 2 points - 6-9 Projects - 3 points 2. Availability of other event key team personnel management which must be supported by signing consent forms with curriculum vitae demonstrating experience in event/ project management. Points will be earned for each position included	**9**

CRITERIA	DESCRIPTION	POINTS
	in the organisational structure as follows: • Caterer (1 point) • Sound and Audio-Visual Technician (1 point) • Communications and marketing Specialist (1 point) • Safety and security Compliance Officer (1 point) • Logistics Manager (1 point) To a maximum of **5 points** **3.** No event managers - 0 points	
2. Professional Experience of Events Management Company	**2.1. <u>Description of work delivered.</u>** **List the Events Management related projects or work delivered: attach reference letters and purchase orders/ or appointments letters from where the service was rendered** I. 1 to 2 projects executed by organisation – 2 points II. 3 to 5 projects executed by organisation – 5 points III. 6 and above projects executed by organisation- 10 points	**10**

CRITERIA	DESCRIPTION	POINTS
	NB: Failure to submit a letter with a below components, letter will be regarded as invalid: Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years or currently active contracts. The Appointment Letter/ Contract / Purchase Order must be accompanied by corresponding references (reference letters, recommendation letters, completion certificates, notes of completion) both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done, Must state project start and completion date and contact details must be indicated.	
3. Approach and Methodology Bidders must develop and submit event management concept for **Women's Day event** (See attached terms of reference) targeting 5000 participants, to be organized within 21 working days, along with a Gantt chart showing project timelines and activities as follows: i) Invitations and RSVP management ii) Logistics, e.g. hiring of	**The bidder must demonstrate experience in conceptualizing and managing events through a detailed implementation plan which responds to the following activities** (i) a detailed programme implementation plan, including all activities, key personnel linked to the timeframes. (ii) time-bound and realistic milestones related to the forecasted project duration. a. The Gantt chart that addresses all (2) categories **(6 points)** **b.** The Gantt chart that addresses only (1) category **(3 points)**	**22**

CRITERIA	DESCRIPTION	POINTS
venue, décor. iii) Audio visuals set- up (sound microphone and projectors). iv) Sourcing of guest speakers and master of ceremonies. v) Stage design and Branding vi) Registration and accreditation management. vii) Event promotion viii) Event Programme ix) On-site management (Ushers, security and logistics). Post event Close-out report.	**On the methodology:** (i) Event Overview, (ii) Objectives, (iii) Target Audiences, (iv) Event Programme, (v) Marketing and Promotional Plan, (vi) Logistics, (vii) Budget and Resources, (viii) Post Event Evaluation. **a.** The methodology that addresses all (8) categories **(16 points)** **b.** The methodology that addresses only (7) category **(14 points)** The methodology that addresses all (6) categories **(12 points)** **c.** The methodology that addresses all (5) categories **(10 points)** d. The methodology that addresses (4 categories and below **(0 points)**	
TOTAL		**45**

NB: A service provider that scores less than 32 points out of 45 points in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.

STAGE 3: PRESENTATIONS EVALUATION (35 POINTS)

Bidders that are successful from the desktop evaluation will be invited to the Department to do a presentation.

GAUTENG PROVINCE SPORT, ARTS, CULTURE AND RECREATION REPUBLIC OF SOUTH AFRICA	**EVENTS MANAGEMENT REQUIREMENTS SPECIFICATIONS**	
	SPECIFICATION FOR: EVENTS MANAGEMENT SERVICES	**Page: 26 of 32**

CRITERIA	DESCRIPTION	POINTS
1. INTRODUCTION	1.1. Company Profile (Who are you) - 3 points 1.2. Plan of execution of Scenario Outreach Events and/or campaigns i. **No plan – 0 points** **ii. Brief plan (lists only tasks) – 3 points** **iii. Detailed plan (lists tasks with timelines and costing) – 7 points**	**10**
2. TERMS OF REFERENCE (Women's Day event)	2.1. Detailed plan of one of event (Scenario Annex A) : The presentation to cover the following elements: i. Understanding the TOR's 5 points ii. Implementation plan with time frames 10 points iii. Budget 5 points iv. Report 5 points	**25**
TOTAL		**35**

NOTE: Any bidder scoring less than 25 points during this stage of evaluation will be disqualified

19. TERMS AND CONDITIONS SPECIAL CONDITIONS OF THE CONTRACT

A) The GDSACR reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.

b) The GDSACR reserves the right to appoint one service provider per event. The successful Service Provider/s will have to enter into a service level agreement (SLA) with the GDSACR.

c) Successful companies and their directors will not be subjected only to the departmental internal SCM vetting process, but companies and their directors will also go through the vetting process by State Security Agency (SSA).

d) In an event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference.

e) The successful bidder/s cannot cede the contract to any other provider after appointment, unless a written approval is obtained from GDSACR.

f) Appointment of service providers does not affirm or guarantee business to the service providers, but rather is the provision of an opportunity to participate in the tender of the department during that period of 36 months.

g) In terms of Treasury Regulations, the DSACR cannot make advance payments. Payments will be made only upon work done.

h) The purpose of this bid is to create a prequalified list/panel of Events Management Service Providers for a period of 36 months, therefore pricing will be requested on as and when needed basis per a specific event. Certificate of Acceptability (Health Certificate) and Public liability/ insurance may form part of the required documents.

i) The department cannot be held liable for the cancellation of events due to unforeseen circumstances.

j. The nature of the service will be determined based on the threshold on when the following will be required:

   a. Financial Statements and bank rating

   b. Audited Financial Statements and bank rating

   The above requirements will be determined in the Service Level Agreement (SLA) with service providers.

k. **Required Expertise**
   a. The service provider should have capabilities of hosting online programmes, e.g. Documentary, Film and online performances.
   b. Knowledge, experience and track record and proof of developing video content.
   c. Previous example showcasing competency of delivery of running TV production service in the past.
   d. Previous experience in curation and packaging of digital content material to network platforms.
   e. Turn-around efficiency and resources for delivery of services

l. The above requirements will be determined in the Service Level Agreement (SLA) with service providers.

20. PENALTIES/ WARRANTIES

A) If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the Department of GDSACR.

b) The Department of GDSACR reserves the right to reject work that does not meet the required standard and engage a different service provider/s to complete the work. The Department shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

c) The State reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.

d) Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the GDSACR associated with such non-compliance.

e) The department also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

f) The service provider(s) warrant that:
   i. All corporate approvals and consents required for the incorporation of the service provider and all resolutions of the board of directors of the service provider authorizing the execution

and performance of the agreement have been obtained prior to the signature date of the agreement; and

ii. They will use good industry practice and skill in performing the services.

g) The service provider(s) indemnify and will not hold the Department liable for any claim by any third party howsoever arising in connection with any wrongful act or omission of the service providers.

21. **INSTRUCTIONS FOR THE PROPOSAL**

21.1. This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.

21.2. The GDSACR requires a clear, concise and factual response. Bidders shall consult, in writing, with the GDSACR official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

21.3. Proposals must be compiled in the following manner:

a. Clear indexing of the proposal content must be included. One (1) original proposal (marked 'original') must be submitted.
b. One (1) copy of the proposal (marked 'copy') must be submitted.
c. One (1) electronic copy on USB must be submitted

21.4. All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.

a. Name of Bidder
b. Description of proposal
c. Closing date

21.5. In the case of Joint Ventures, proposals must contain:

a. Teaming Agreements

b. Proposed revenue split and,

c. B-BBEE status and proof of CSD registration for all members of the Joint Venture

d. Affidavit confirming legality of joint venture

21.6 The Bidder will be liable for all costs incurred in response to this request.

21.7 The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the GDSACR before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

21.8. The GDSACR reserves the right to engage in pre post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements and will be obliged to give reasons in writing for such exclusions or during the public adjudication process.

21.9. The selected Bidder(s) will be required to enter into a written agreement with GDSACR. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDSACR shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDSACR representative and the Bidder(s).

21. 10. Proposals submitted after the specified closing date and time will not be considered.

22. ENQUIRIES

For any enquiries regarding this tender for **specification enquiries**, please contact
Ms. Waratwa Moilwa on email Waratwa.Moilwa@gauteng.gov.za; and/or
Ms. Kefilwe Mphake on email Kefilwe.mphake@gauteng.gov.za

For any enquiries regarding this tender for **administration enquiries**, please contact
sacrenquiries@gauteng.gov.za

Should the service provider have reason to believe that the Terms of reference are structured for a particular brand or service provider, they should raise the objection in writing with the Department within 10 days from the placement of the advert in the Tender Bulletin.

GAUTENG PROVINCE SPORT, ARTS, CULTURE AND RECREATION REPUBLIC OF SOUTH AFRICA	EVENTS MANAGEMENT REQUIREMENTS SPECIFICATIONS	
	SPECIFICATION FOR: EVENTS MANAGEMENT SERVICES	Page: 32 of 32

REVIEWED AND RECOMMENDED BY BSC

Name	Designation	Signature	Date
Poloko Sefako	Deputy Chairperson: BSC Member		26 June 2026
Ramphele Maphata	BSC Member		26 June 2026
Keamogotswe Malefo	BSC Member		26 June, 2026
Fani Mokoena	BSC Member		26.06.2026
Refilwe Moche	BSC Adviser		26 June 2026
Bongani Dubazana	BSC Secretariate		26/06/2026
Amanda Mpetha	BSC Secretariate		26/06/2026

APPROVAL

Name	Designation	Signature	Date
Marissa Rose	BSC Chairperson		26.06.2026

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury’s database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (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.

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

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

[TICK APPLICABLE BOX]

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

☐	Partnership/Joint Venture / Consortium
☐	One-person business/sole propriety
☐	Close corporation
☐	Public Company
✔	Personal Liability Company
☐	(Pty) Limited
☐	Non-Profit Company
☐	State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	