



## KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

### Invitation to Tender – ZNT 02 EDTEA 2024/2025

#### KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs

Suitable and capable service providers are invited to bid for: **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH A PANEL OF SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO RENDER PROFESSIONAL EVENTS MANAGEMENT SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.**

#### Collection of Bid Documents

Bid documents can be downloaded from [www.etenders.gov.za](http://www.etenders.gov.za) / [www.kznedtea.gov.za](http://www.kznedtea.gov.za)

#### COMPULSORY Briefing Session (*APPLICABLE*)

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
<u>Briefing Site 1: PMB HEAD OFFICE 270 Jabu Ndlovu street, Pietermaritzburg</u>	<u>27 June 2024</u>	<u>10h00 am</u>

Queries relating to the issue of these documents may be addressed to Sthabile Khuzwayo

Tel. No. (033) 264 2864/ 2633/2862:

E-mail: [bids@kznedtea.gov.za](mailto:bids@kznedtea.gov.za)

**Closing Date: 17 July 2024**

**The closing time for receipt of Tenders is 11h00.**

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS  
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## SECTION A (PART A: INVITATION TO BID)

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNT 02 EDTEA 2024/2025	CLOSING DATE:	17 JULY 2024	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH A PANEL OF SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO RENDER PROFESSIONAL EVENTS MANAGEMENT SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sthabile Khuzwayo		CONTACT PERSON	Silindile Mqana	
TELEPHONE NUMBER	(033) 264 2864/ 2633/2862:		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:bids@kznedtea.gov.za">bids@kznedtea.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:silindile.mqana@kznedtea.gov.za">silindile.mqana@kznedtea.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS**

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non-responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
<b>Prospective Service Providers MUST complete the following as per the BID document:</b>							
<b>Part A</b>	Invitation to BID PART A: INVITATION TO BID	<b>Yes</b>	<b>Yes</b>				
<b>Part B</b>	(SBD 1) TERMS AND CONDITIONS FOR BIDDING	<b>Read Only</b>					
<b>Section B</b>	LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS	<b>Read only</b>					
<b>Section C</b>	SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS	<b>Read Only</b>					
<b>Section D</b>	REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE	<b>Yes</b>	<b>Yes</b>				
<b>Section E</b>	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	<b>Yes</b>	<b>Yes</b>				
<b>Section F</b>	BIDDER'S DISCLOSURE	<b>Yes</b>	<b>Yes</b>				
<b>Section G</b>	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE	<b>Yes</b>	<b>Yes</b>				
<b>Section H</b>	SPECIAL CONDITIONS OF CONTRACT	<b>Yes</b>	<b>Yes</b>				
<b>Section I</b>	GENERAL CONDITIONS OF CONTRACT	<b>Read only</b>					

ZNT 02 EDTEA 2024/2025

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non-responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
<b>Section J</b>	AUTHORITY TO SIGN A BID (PROVIDE RESOLUTION LETTER FOR THE RELEVANT ENTERPRISE STATUS JOINT VENTURE- RESOLUTION/AGREEMENT PASSED/REACHED' SIGNED BY THE AUTHORISED REPRESENTATIVES OF THE ENTERPRISES)	<b>Yes</b> <b>Yes</b>	<b>Yes</b> <b>Yes</b>				
<b>Section K</b>	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			<b>Yes</b> <b>If applicable</b>			
<b>Annexure A</b>	Terms of Reference						
<b>Annexure B</b>	Evaluation Grid						
<b>Annexure C</b>	CV Format						
<b>Annexure D</b>	Statement of exclusivity and availability						
<b>Annexure E</b>	Ownership Demographic Schedule	<b>No</b>	<b>No</b>				

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

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

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

**SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

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



**SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**

(To be completed by bidder)

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

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

Number.....

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

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

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

**DATE:** .....

**SECTION F: BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
 .....

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

---

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION

03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

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

**SECTION G****OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE****COMPULSORY**

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

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

**Bid No:** ZNT 02 EDTEA 2024/2025

**Service:** APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH A PANEL OF SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO RENDER PROFESSIONAL EVENTS MANAGEMENT SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

<u>Venues:</u>	<u>Date:</u>	<u>Time:</u>
<u>Briefing Site 1: PMB HEAD OFFICE 270 Jabu Ndlovu street, Pietermaritzburg</u>	<u>27 June 2024</u>	<u>10h00 am</u>

**PLEASE NOTE: IT IS COMPULSORY FOR PROSPECTIVE BIDDERS TO ATTEND AT LEAST 1 OF THE SCHEDULED BRIEFING SESSIONS**

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....

ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE  
(PRINT NAME)

DATE: .....

.....  
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE  
(PRINT NAME)

DEPARTMENTAL STAMP:  
(OPTIONAL)

DATE: .....

**SECTION H: SPECIAL CONDITIONS OF CONTRACT**

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

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

**1. CONTRACT PERIOD****1.1 36 Months****2. EVALUATION CRITERIA**

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

**2.1 Step 1 - Administrative Compliance**

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

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
SECTION A PART A	INVITATION TO BID (SBD 1)	X		
SECTION A PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION G	BRIEFING SESSION	X		
SECTION H	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION I	GENERAL CONDITIONS OF CONTRACT	X		
SECTION J	AUTHORITY TO SIGN THE BID	X		
SECTION K	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION	X		If applicable
Panel Category Selection Criteria.	Service Providers are required to select the category they bidding for. Failure to select a category, will lead to an automatic disqualification	X		
Category C - The bidder /Company must be registered with (EXSA) and (SAACI)	(Accreditation/Membership with the Exhibition Association of Southern Africa (EXSA) and Valid Accreditation/Membership with the Southern African Association Conference Industry (SAACI) for category	X		
Category D - The bidder /Company must be registered with (EXSA)	(i) Valid Accreditation/Membership with the Southern African Association Conference Industry (SAACI) for category Accreditation/Membership with the Exhibition Association of Southern Africa (EXSA) for category	X		

and (SAACI)				
The bidder must provide proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company	The bidder must provide a proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company to the relevant values as follows: <ul style="list-style-type: none"> <li>❖ Category A: R1 500 000</li> <li>❖ Category B: R 2 400 000</li> <li>❖ Category C: R3 600 000</li> <li>❖ Category D: R6 000 000</li> </ul>	X		
Compulsory Briefing session attendance	Section G must be signed and stamped. All signatures must be original.	X		

## 2.2 Step 2 - Functionality

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

## 3 BID APPEAL TRIBUNAL (BAT)

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

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

The address provided for the lodging of appeals is:

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

The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg

**SECTION I: GENERAL CONDITIONS OF CONTRACT****1. Definitions**

The following terms shall be interpreted as indicated:

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

other related value-adding activities.

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

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- ii) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - iii) a cashier's or certified cheque
  - iv) 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**

- 1.1 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.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

1.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.

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

**11. Insurance**

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**

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

**13. Incidental Services**

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.

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**

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**

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.

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.

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

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.

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**

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

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.

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.

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

**17. Prices**

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**

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**

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**

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**

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.

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.

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.

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.

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.

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

## 22. Penalties

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

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.
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.
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.
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.
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.
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.

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

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

#### **25. Force Majeure**

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.

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**

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**

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.

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.

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.

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

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**

- 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**

- 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**

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

**31. Notices**

- 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
- 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**

- 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.
- 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.
- 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**

- 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**

- 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).
- 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 19

ZNT 02 EDTEA 2024/2025  
SECTION J: AUTHORITY TO SIGN A BID

**AUTHORITY TO SIGN A BID**

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

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

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

.....

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

acting in the capacity of .....

whose signature is .....

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

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please attach separate list of directors)*

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

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

[illegible]

DATE: .....



**Annexure A: Terms of Reference/ Specifications**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH A PANEL OF SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS TO RENDER PROFESSIONAL EVENTS MANAGEMENT SERVICES AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.**

**1. Definitions of Acronyms/Glossary**

CV	Curriculum Vitae
EDTEA	Department of Economic Development, Tourism and Environmental Services
PFMA	Public Finance Management Act
TOR	Terms of Reference
SLA	Service Level Agreement
SP	Service Provider
KZN	Province of KwaZulu-Natal
VVIP	Very Very important people
VIP	Very important people
LED	Local Economic Development
VAT	Value Added Tax
SAACI	Southern African Association for Conference Industry
EXSA	Exhibition Association of Southern Africa

## 2. Departmental and Programme Overview

The KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs holds various events throughout the year and seeks to establish a panel of approved service providers for professional event management services. The overall objective is to appoint a service provider(s) with proven track record, expertise and capability to manage events in a professional and coordinated manner whilst upholding the positive image of the Department at all times.

The Department is mandated to be at the pole position regarding the acceleration of socio-economic change essential in reversing the historical racially inspired developmental disparities in the province. This includes the development of practical policies and strategies that would guarantee access to economic opportunities by black communities who were historically excluded from the country's economy.

With the province's commitment to the empowerment of various target categories of society such as youth, women, people with disabilities and military veterans this portfolio has at the center of developing and activating the empowerment inclined programmes such as Operation Vula which had identified strategic sectors of the economy as practical vehicles to fast-track economic transformation.

However, to ensure that the entire citizenry access all the opportunities created through different government interventions, the Department has to conceive and implement communication campaigns to broaden public awareness about how to benefit from a combination of government sponsored developmental initiatives.

As highlighted above, the Department would therefore be embarking on a concerted information sharing campaigns with different communities in all districts where amongst other things it would be encouraging aspirant and emerging or small-scale entrepreneurs to access business financial support through Operation Vula Fund.

This initiative would also serve as platform to address communities on the content of the Department's Budget Policy Speech that spells out what could be expected from this portfolio with respect to the activation of the province's economy throughout this term of office stretching up to 2024.

The need for an approved panel of events management service providers is further motivated by the need for EDTEA to have a Provincial footprint, e.g. the EDTEA is supposed to offer its services provincially and it requires massive community engagements in all parts of the Province in order to achieve this objective.

Outreach events are also aimed at promoting EDTEA and its service offering, through community upliftment and awareness programmes and mobilizing on related functional areas, promoting consumer/ environmental education and consciousness and commemorating certain milestones/ individuals through community outreach events

In order to operate efficiently and effectively, the establishment of panel of approved service providers for professional events management services is to expedite the procurement process for the selection of service providers to render event management services to the Department. Due to the short notice for departmental events, and having to follow the bid process for events exceeding the procurement threshold of R 1 000 000.00, the existence of a panel of approved service providers for the Department will reduce the time period within which the services can be procured as quotations can be invited from the approved service providers via the quotation system instead of bid process.

### **3. Purpose of the TOR**

The Department of Economic Development, Tourism and Environmental Affairs (EDTEA) has determine the need for establishment of a database of specific service providers for the provision of event management services in form of competitive bidding process, to invite prospective suppliers to submit their proposals for the appointment of service providers to be in the panel of events management service for a period of 3 years.

### **4. Project Objectives**

The objective of the bid would be to appoint suitably qualified and experienced companies/businesses/consortia or interested parties to submit bids to participate in an event management panel to provide events management services for the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs, such as Community outreach events (Izimbizo), National Conferences, international Conferences, and provision of exhibition services.

#### **4.1 Overall Objectives**

The successful service provider(s) will be expected to perform a highly professional and efficient management and coordination service in organising of departmental events such as small events/ Izimbizo for up to 2000 people, large events/ izimbizos for more than 2000 people attending, international events including exhibitions and conferences, and national events including exhibitions and conferences.

In order to operate efficiently and effectively, the establishment of panel of approved service providers for professional events management services is to expedite the procurement process for the selection of service providers to render event management services to the Department. Due to the short notice for departmental events, and having to follow the bid process for events exceeding the procurement threshold of R 1 000 000.00, the existence of a panel of approved service providers for the Department will reduce the time period within which the services can be procured as quotations can be invited from the approved service providers via the quotation system instead of bid process.

The panel will be used on a rotational basis and all the service providers will be invited to submit quotations and compete on price and preference on each category as and when the need arises for the Department to procure event management services.

## 4.2 Key Output

The Service Provider will be required to:

- 4.2.1 Reply to notice of invitation timeously and be able to respond on a short notice in case of emergency)
- 4.2.3 Events will be held at different locations and venues with varying degrees of facilities, many of such events will take place at formal venues such as professional conferencing facilities as well as in rural areas with little or no facilities.
- 4.2.4 bidders are encouraged to own at least 50% of equipment required for an event.
- 4.2.5 Partnership and brands linkage;
- 4.2.6 Entertainment

## 5. Scope of Work

- The service provider will be expected to understand and be prepared to comply with all protocols related to the Department and note that these events are established by the Department and may vary in complexity, depending on the scale and frequency of the event. As such as they will be required to perform as requested and indicated by the Department.
- The broad spatial implications of meeting the Department's requirements must be established as early as possible. A spatial plan should be prepared in consultation with the Department, to ensure that the requirements of the Department are met and to ensure a positive impact in the area in which the event is planned.
- Explicit approaches should be prepared and adopted with respect to the operational and infrastructural aspects of hosting the event.
- The work breakdown should be prepared according to the Department's needs and also making provisions for prioritizing work and formulating contingency plans for unexpected situations. Schedules for detailed planning, community consultation, design, construction, site making, and test events must be prepared timeously, so that the Department can be guaranteed of delivery on time.
- The Department shall establish a steering/planning committee for each event.
- The service provider must undertake the project management of the event together with the steering committee to develop a project plan including time lines and event specific details which will be approved by the steering/planning committee.
- The service provider shall appoint one senior staff member who has extensive project management experience to take full charge of all the logistical requirements of the event as well as to project manage the event from commencement to finish.
- The designated staff member will be accountable for all logistical requirements pertaining to the event.
- The designated staff member must be dedicated to the event and shall be available continuously until project close out.
- The steering/planning committee shall approve all arrangements, including the conducting of a site inspection with the service provider prior to each event.

- The service provider(s) will be invited to the Departmental Events Management committee Meeting to give report – back and status in planning and arranging the specific event if required.
- The service provider(s) must provide a close out report for each event.
- The service provider(s) must be able to work under pressure and deliver at short notice.

## 5.1 **Services Required (Not an Exhaustive List)**

The services to be provided will include the set-up, management and administration of the event and the dismantling of all assets/ infrastructure in accordance with an event specification for that particular event as provided by the Department. Services include (not exhaustive) venue set up (marquees, tables, chairs, covers), meals, audio visual systems, transport, refreshments, structural compliance certification, site organization, security of assets/infrastructure, marshals/ushers, water and sanitation provision, waste disposal, back-up power etc.

### **Description of event items/services**

- Marquee and ground sheets/carpets
- Tables
- Chairs
- PA Systems
- Sound System including commissioning
- LCD Screen
- Photography, Projection and video recording service
- Labour saving devices (laptops, fax, printing, copy)
- Portable air conditioners
- Décor and stage set up
- Portable Toilets
- Water Tankers
- Catering: VIP
- Catering: Community
- Food transportation and storage including refrigeration
- Bit and band groups- supply of live bits when necessary
- Waitrons
- Ushering
- Entertainment
- Security
- Marshals including marshal/usher identification
- Name tags and lanyards
- T-shirts
- Translation services (simultaneous)
- Preparation and printing of invites, programmes etc
- Registration, minute taking, report writing and recording of resolutions and preparation of pre-conference documentation
- Registration of delegates
- Transport (public transport vehicles- buses and taxis and VIP vehicles as may be required)
- Parking arrangements
- Plaque engraving services
- Signage
- Banners- Design, print and erection
- Preparation of delegate packs

- Speed fencing including erection and dismantling
- Preparation/ Cleaning
- Live feed (Large screen projection)
- Media advertising
- Design and manufacture of cultural shields
- Installation of lighting conductors for events and when require
- Marshals including marshal identification
- Translation services (transcripts)
- Translation services (sign language)
- Facilitation of venues and accommodation
- Medical services (ambulance, medics, nurses, doctors)
- Performing Artists (refer to Department of Arts and Culture for a policy)
- Back-up power (e.g. generator)
- Name tags and lanyards
- Corporate gifts
- Source guest speakers and Master of ceremonies (MC's) (where necessary)
- Source exhibition stands (where necessary)
- Produce information packs
- Light conductor
- Health and Safety officer also be registered with relevant bodies (South African Institute of Occupational, Safety and Health (SAIOSH) or any relevant body.
- Structural Engineering or Building qualification and must be registered with Engineering Council of South Africa (ECSA
- Plastic storage bins
- Hiring of Camera
- Hiring Generators
- Etc

## 5.2 Categorisation of Service Providers

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

- 5.2.1 **Category A** will be for service providers who are experienced in managing small events/lzimbizo being up 2000 people attending.
- 5.2.2 **Category B** will be for service providers who have experience in managing events of large events/lzimbizo being above 2000 people attending.
- 5.2.3 **Category C** will be for service providers who have experience in national events including exhibitions and conferences. Bidders who fail to register with (Exhibition Association of Southern Africa (EXSA) before closing date will be eliminated from this bid.
- 5.2.4 **Category D** will be for service providers who have experience in managing International events including exhibitions and conferences. Bidders who fail to register with (Exhibition Association of Southern Africa (EXSA), Southern African Association Conference Industry (SAACI) before closing date will be eliminated from this bid.

## 5.3 Panel Selection Criteria.

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

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

TYPES OF CATEGORIES	SERVICE PROVIDERS TO SELECT RELEVANT CATEGORIES
CATEGORY A	
CATEGORY B	
CATEGORY C	
CATEGORY D	

Service providers applying to be in categories C and D, where accreditation with SAACI, and/or EXSA is required, and proof of accreditation is not attached, this will lead to an automatic disqualification.

#### **5.4 Appointment of Service Provider**

##### **5.4.1 Estimated cost up to R1 000 000.00(Quotation process)**

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

In order to ensure an equitable spread of work amongst all service providers on the panel, the service provider on the panel that has been awarded an event in a particular category will not be included in the following invitations until all service providers have been given an opportunity to compete. It must be noted that there must be a minimum of 03 quotations for transactions less than R 1 000 000.00 hence when two (02) service providers are left to rotate, the entire list of service providers in the respective category will be invited. Price and preference points will be calculated in line with preferential Policy Framework Regulations.

##### **5.4.2 Estimated cost above R1 000 000.00**

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

##### **5.4.3 For each international event**

- Terms of reference must be approved by the Bid Specification Committee.
- Price and preference points/ Functionality, price and preference points will be calculated in line with preferential Policy Framework Regulations.

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

#### **5.5 Market Analysis and Negotiation for price reasonableness**

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

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

#### **5.6 Economic Empowerment**



Successful service providers/panel members will be obliged to outsource certain event activities (services or supplies) with an exception of critical services such as the main marquee to small businesses in order to promote procurement targets of the Department, companies owned by disabled persons, youth, African, women owned or SMME's within a particular district where the event is hosted must be utilized. Service providers may be required to draw labour from local community members for events held in rural areas, with a particular focus on the use of youth and women. This will be defined for each event and dependent on the nature of the event and the resources of the local community. Specific targets may be set by the client Department and the service provider shall report on the achievement of such targets to the relevant steering committee. It is advisable that the event coordinators consider to hire the local committees to provide labour services.

#### **5.7 Management Fees and charge out rates**

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

- Catering for lunch (EDTEA approved fixed maximum rates)
- Catering for breakfast (EDTEA approved fixed maximum rates)
- Local Artist - (Standard price from the KZN Arts and Culture)
- Professional (Standard price from the KZN Arts and Culture)

**NB:** *The rates are subject to change as per KZN treasury provincial instruction Arts and Culture and EDTEA approval of new rates during the progress of the financial period. The circular with regards to changes will be communicated to all approved service providers in the panel.*

#### **5.8 Duration of the project**

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

### **6. PREPARATION FOR AN EVENT (SPECIFICATION)**

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

#### **6.2 Venue Safety and Security**

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

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

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

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

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

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

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

### **6.3 Event Manager**

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

### **6.4 Site**

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

### **6.5 Due care and diligence**

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

### **6.6 Indemnity**

The service provider shall indemnify and hold the Department harmless against any claims of any nature arising out of the willful or negligent acts or omissions of the service provider, or any person acting for and on behalf of the service provider, and that the service provider shall warrant that it carries out of such willful or negligent acts or omissions.

### **6.7 Marquees/Scaffolding**

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

A VIP marquee may be provided. The floor of the VIP marquee may be covered with a ground sheet in a colour to be decided by the Department. This marquee may be used for the purpose of serving meals to all dignitaries. The marquee may be divided in order to serve refreshments on arrival of dignitaries.

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

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

## **6.8 Marquees Tables and Chairs**

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

**6.8.2. VIP Marquee:** The service provider must provide tables and chairs with back covers and also executive chairs for VIP's at main table including eating utensils (knives, forks, spoons, plates, glasses etc.). At the main table floral decorations must be arranged. All tables must have table cloths and over-lays. The service provider must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.

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

## **6.9 Main marquee: Seating**

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

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

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

## **6.10 Stage**

The service provider must consult with the liaison officer regarding stage plus podium for dignitaries. The tables on the main stage must be covered with linen table cloth and overlays on them. Decorations for the stage may be required depending on the department; that is, flowers/plants etc. Bottled water and juices of different flavors for dignitaries placed on the main stage table and on a table in close proximity thereto may be required. This may include sufficient number of glass jugs/carafes and drinking glasses.

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

#### **6.11 Refreshments**

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

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

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

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

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

#### **6.13 Sit down lunch including refreshments**

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

#### **6.14 Lunch provision to the community**

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

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

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

#### **6.15 Transportation of foodstuffs:**

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

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

#### **6.16 Weather condition**

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

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

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

#### **6.18 Waste disposal**

When required flushable portable toilets for the community and VIPs must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for male, female and for handicapped guests. Single/Double ply toilet paper of good quality must be provided by the service provider and ensure replenishment when required. Toilets to be kept hygienically clean at all times.

#### **6.19 Water tankers**

The service provider must ensure that adequate arrangements are made in respect of water required for cooking purposes. The Department will ensure that a water tanker is available for drinking purposes for the general public attending the function.

#### **6.20 Transport and related matters**

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

The local based contractors/transporters must by all means be utilized. The number of people to be ferried and the radius of kilometers to be traveled must be discussed with the Department. It must be noted that no buses will leave until such time that the Department liaison officials have signaled for them to leave. The service provider and the Security Manager for the Department must designate a parking area for all buses. The service provider must liaise with the Department on the nominated and agreed transport route to be utilized and this route must be made available to all relevant stakeholders.

#### **6.21 Entertainment**

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

#### **6.22 Communication and Media**

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

#### **6.23 Public Address System**

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

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

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

#### **6.25 LCD Screens**

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

#### **6.26 Speed fencing**

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

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

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

#### **6.28 Name tags and lanyards**

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

#### **6.29 Promotional Material**

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

### **6.30 Translation services (simultaneous)**

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

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

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

### **6.33 Registration of delegates**

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

### **6.34 Transport**

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

### **6.35 Parking arrangements**

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

### **6.36 Signage**

The service provider may be required to design and produce signage

### **6.37 Banners**

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

### **6.38 VIP Guests**

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

### **6.39 Communication**

The service provider shall ensure that the department provides or nominates person(s) who is/are fully conversant with all the facets of such events. The service provider shall ensure that there is one designated person to manage the event, who will be available on a 24-hour basis. The details of such person shall be communicated to the liaison office prior to the event. The manager must also be clearly identifiable at the event.

### **6.40 Obligations of the Service Provider**

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

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

#### **6.41 Indemnity**

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

omissions of the service provider(s), or any person acting for and on behalf of the agent (events manager). The service provider(s) warrants that it carries sufficient insurance to cover any such claims, of any nature arising out of such wilful or negligent acts or omissions.

#### **6.42 Liability**

The service provider(s) must ensure that the designated person(s) is/are fully equipped to deal with any emergency, medical or security problems that may occur during the event.

The service provider absolves the Department of all liability with regard to the tasks to be performed by the events manager and his/her contracted suppliers, including the performance of their human resource component.

The Department shall not be held liable for any other consideration except the contract price agreed to between the Department and the service provider (events manager).

#### **6.43 Access to Information**

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

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

#### **6.44 Payment and Invoicing**

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

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



The Department requires all invoices to be submitted within 14days after the event. The Event Manager must ensure that all invoices are checked and reconciled prior to submission to the client Department for processing and payment. The Department is responsible for payment within 30days if an acceptable invoice is received, provided everything is in order. The service provider must pay the sub-contractor 7days after receipt of payment from the Department.

## **7. CHECKLIST FOR THE EVENT**

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

### **7.1 Accessibility and flow**

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

### **7.2 Accreditation**

- 7.2.1 For media, VIPs, staff and officials (police, fire etc)
- 7.2.2 Types: badges; tickets; uniforms; wrist bands

### **7.3 Activity requirements, setting types**

- 7.3.1. Stages and assembly, dressing rooms, special technicians, seating arrangements, viewing quality, etc.
- 7.3.2. Procession parade marshals; and crowd control
- 7.3.3. Decorations and designs;
- 7.3.4. Permission and special provision for fireworks, loud music and balloon releases.

### **7.4 Cancellation or venue change procedures**

- 7.4.1. Weather forecasting and monitoring
- 7.4.2. Methods of instant communicating any changes (e.g. loudspeaker system; signs);

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

## **7.5 Hospitality**

- 7.5.1. VIP, sponsors, officials and performers' facilities;
- 7.5.2. Separation of different activities;
- 7.5.3. Special viewing requirements;
- 7.5.4. Special transport to, from and on site;
- 7.5.5. Protocol for VIPs;
- 7.5.6. Food, beverage, and gifts

## **7.6 Infrastructure**

- 7.6.1. Power needs (generators and dedicated lines, amperage for special equipment, protection from the elements, heating or air conditioning, lighting and sound systems, backup and contingency plans)
- 7.6.2. Water for drinking, food and beverage preparations
- 7.6.3. Sewerage, and ablution requirements

## **7.7 Safety, security, comfort and health**

- 7.7.1. First aid, lost children, and lost and found facilities.
- 7.7.2. Emergency response, accessibility and evacuation procedures.
- 7.7.3. Shelters from the elements
- 7.7.4. Police or security presence
- 7.7.5. Waste disposal and recycling
- 7.7.6. Safe storage facilities

## **8. Contract Execution Capacity**

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

### **8.1 Technical Approach** Understanding of assignment, methodology and Approach and technical expert

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

## 8.2 Financial Viability

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

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

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

## 8.3 Company Experience and requirements

The following should be submitted:

**8.3.1.** A company profile must be submitted including history, group structure, operations, logistics, and related companies and services showing how they are structured to provide event management services and proof of valid Public Liability or Professional Indemnity cover or letter of intent from insurance company to the relevant values as follows:

- ❖ Category A: R1 500 000
- ❖ Category B: R 2 400 000
- ❖ Category C: R3 600 000
- ❖ Category D: R6 000 000

**8.3.2.** Evidence of track record in providing similar services (A Service provider must complete Tables 1-4 below, depending on the categories he or she wants to apply for)

The following is a statement of work of a similar nature and successfully executed by myself/ ourselves.

**TABLE 1: CATEGORY A: SMALL EVENTS/ IZIMBISO (UP TO 2000 PEOPLE ATTENDING)**

DATE	TYPE OF EVENTS	VALUE	NO. OF DELEGATES	VENUE	ORGANISATION NAME (ALSO INDICATE IF PUBLIC OR PRIVATE SECTOR)	TELEPHONE	NAME


**If more space is needed to populate details a separate schedule, of the similar schedule requirements, may be inserted here.**

Bidders must have specific experience hosting small events for less than 2000 guests and submit their portfolio of evidence with similar nature and references provided from previous clients. The Bidder must attach 3 – 5 or more reference letters. The reference letter should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.

SIGNATURE: .....

DATE: .....

(Of person authorized to sign on behalf of the tenderer)

**TABLE 2: CATEGORY B: LARGE EVENTS/ IZIMBISO (MORE THAN 2000 PEOPLE ATTENDING)**

DATE	TYPE OF EVENTS	VALUE	NO. OF DELEGATES	VENUE	ORGANISATION NAME (ALSO INDICATE IF PUBLIC OR PRIVATE SECTOR)	TELEPHONE	NAME

**If more space is needed to populate details a separate schedule, of the similar schedule requirements, may be inserted here.**

Bidders must have specific experience hosting large events for more than 2000 guests and submit their portfolio of evidence with similar nature and references provided from previous clients. The Bidder must attach 3 – 5 or more reference letters. The reference letter should provide details of the actual work or project completed from contactable corporates or government clients where the

bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.

SIGNATURE: .....

DATE: .....

(Of person authorized to sign on behalf of the tenderer)

**TABLE 3: CATEGORY C: NATIONAL EVENTS INCLUDING EXHIBITIONS AND CONFERENCES**

DATE	TYPE OF EVENTS	VALUE	NO. OF DELEGATES	VENUE	ORGANISATION NAME (ALSO INDICATE IF PUBLIC OR PRIVATE SECTOR)	TELEPHONE	NAME

If more space is needed to populate details a separate schedule, of the similar schedule requirements, may be inserted here.

Bidders must have specific experience hosting national events including exhibitions and conferences and submit portfolio of evidence with similar nature and references provided from previous clients. The Bidder must attach 3 – 5 or more reference letters. The reference letter should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.

SIGNATURE: .....

DATE: .....

(Of person authorized to sign on behalf of the tenderer)

**TABLE 4: CATEGORY D: INTERNATIONAL EVENTS INCLUDING EXHIBITIONS AND CONFERENCES**

DATE	TYPE OF EVENTS	VALUE	NO. OF DELEGATES	VENUE	ORGANISATION NAME (ALSO INDICATE IF PUBLIC	TELEPHONE	NAME

					<b>OR PRIVATE SECTOR)</b>		

**If more space is needed to populate details a separate schedule, of the similar schedule requirements, may be inserted here.**

Bidders must have specific experience hosting international events including exhibitions and conferences and submit their portfolio of evidence with similar nature and references provided from previous clients. The Bidder must attach 3 – 5 or more reference letters. The reference letter should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.

SIGNATURE: .....

DATE: .....

(Of person authorized to sign on behalf of the tenderer)

**8.3.3. NB:** It is important that the entity meet the following criteria: -

1. Proven experience in the hosting of international and national conferences for category C and D
2. Knowledge in National and International Protocol and Procedures for category C and D
3. The bidder must provide a proof Indemnity insurance or letter of intent with an access of R 1 000 000.00 all categories
4. Valid Accreditation/Membership with the Exhibition Association of Southern Africa (EXSA) for category C and D.
5. Valid Accreditation/Membership with the Southern African Association for Conference Industry (SAACI) for category C and D.
6. Bidders who fail to register with relevant body before closing date will be eliminated from this bid.
7. **Certified copies of the above certificates must be submitted together with your response to this bid.**

- 8.3.4** Three (03) contactable references must be provided from clients detailing the actual work completed relating to category applied for. The letter must include the Company name, contactable references and contact numbers, duration of the contract and value of the contract.

#### 8.4 Team Composition

A dedicated, local team must be employed who has extensive project management experience to take full charge of all the logistical requirements of the event as well as to project manage the event from commencement to finish.

The service provider will provide the following under mentioned resources: A comprehensive curriculum vitae and certified copies of qualifications must be provided.

### 9. Resources required for all events

**9.1 (Category A - service providers who are experienced in managing small events/izimbizo being up 2000 people attending.)**

Job Title	Qualification	Knowledge and Experience
<b>Project Leader</b>	<p>Must have an officially recognized national diploma in <b>Business Management / Public Relations /Project Management/Marketing/Tourism/Hospitality/Events Management</b></p> <p>A certified copy of the qualifications, the certification of which must be not older than three (03) months.</p>	<ul style="list-style-type: none"> <li>• Project leader must have 5 – 7 or more years of experience in coordinating Events Management</li> <li>• Must be available 24 hrs per day, from date of appointment and shall be at the full disposal of the Department for the duration of the project/izimbizo.</li> <li>• Excellent report writing and presentation skills</li> <li>• Proven Project management skills</li> <li>• Proven leadership skills</li> </ul>
<b>Administrators</b>	<p>Must have an officially recognized NQF5 qualification certification in Business Management/ Business Administration/ and secretariat studies.</p>	<ul style="list-style-type: none"> <li>• Administrator must have 3 – 5 or more years of experience with the event management environment as an administrator/assistant</li> <li>• Excellent report writing skills</li> </ul>

	A certified copy of the qualifications, the certification of which must be not older than three (03) months.	<ul style="list-style-type: none"> <li>• Their responsibilities will be to render actual operational support in the activities of the project.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>
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## 9.2 Resources required for Large Events/ Izimbisos

(Category B - service providers who have experience in managing events of large events/Izimbizo being above 2000 people attending)

Job Title	Qualification	Knowledge and Experience
<b>Project Leader</b>	<p>Must have an officially recognized degree or diploma in Project in Business Management / Public Relations /Project Management/Marketing/Tourism/Hospitality/ Events Management</p> <p>A certified copy of the qualifications, the certification of which must be not older than three (03) months.</p>	<ul style="list-style-type: none"> <li>• Project leader must have 5 – 7 or more years of experience in coordinating Events Management</li> <li>• The Project Leader must have coordinated izimbizo/events for government Institutions during the past twelve (12) months.</li> <li>• Must be available 24 hrs per day, from date of appointment and shall be at the full disposal of the Department for the duration of the project/izimbizo.</li> <li>• Excellent report writing and presentation skills</li> <li>• Proven Project management skills</li> <li>• Proven leadership skills</li> </ul>
<b>Administrators</b>	<p>Must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and secretariat studies.</p>	<ul style="list-style-type: none"> <li>• Administrator must have 3 -5 or more years of experience with the event management environment as an administrator/assistant</li> <li>• Excellent report writing skills</li> </ul>



	A certified copy of the qualifications, the certification of which must be not older than three (03) months.	<ul style="list-style-type: none"> <li>• Their responsibilities will be to render actual operational support in the activities of the project.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>
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### 9.3 Resources required for National Conferences

(Category C will be for service providers who have experience in national events including exhibitions and conferences).

Job Title	Qualification	Knowledge and Experience
<b>Project Leader</b>	<p>Must have an officially recognized degree in Business Management / Public Relations /Project Management/Marketing/Tourism/Hospitality/ Events Management</p> <p>A certified copy of the qualifications, the certification of which must be not older than three (03) months.</p>	<ul style="list-style-type: none"> <li>• Project leader must have 5 – 7 or more years of experience in coordinating National conferences and exhibitions</li> <li>• The responsibilities of the Project Leader will include the following: <ul style="list-style-type: none"> <li>✓ Overall high-level management of the project</li> <li>✓ Conference delegation</li> <li>✓ Conference / exhibition activities</li> <li>✓ Conference/ exhibition Logistics</li> <li>✓ Regular reporting on the project to the Project Leader</li> <li>✓ He/ she must be available 24hrs per day, from date of appointment and shall be at the full disposal of the Department for the duration of the project</li> </ul> </li> </ul>
<b>Administrators</b>	<p>Must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and secretariat studies.</p>	<ul style="list-style-type: none"> <li>• Administrator must have 3 – 5 or more years of experience with the conferencing or event management environment as an administrator/assistant</li> </ul>

	A certified copy of the qualifications, the certification of which must be not older than three (03) months.	<ul style="list-style-type: none"> <li>• Excellent report writing skills</li> <li>• Their responsibilities will be to render actual operational support in the activities of the project.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>
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**9.4 Resources required for International Conferences (Category D** will be for service providers who have experience in managing International events including exhibitions and conferences)

Job Title	Qualification	Knowledge and Experience
<b>Project Leader</b>	<p>Must have an officially recognized Masters' degree in Business Management / Public Relations /Project Management/Marketing/Tourism/Hospitality/ Events Management</p> <p>A certified copy of the qualifications, the certification of which must be not older than three (03) months.</p>	<ul style="list-style-type: none"> <li>• Project leader must have 10 – 12 or more years of experience in coordinating International conferences and exhibitions</li> <li>• Must have co-ordinated at least 2 international conference/exhibitions.</li> <li>• The responsibilities of the Project leader will include the following: <ul style="list-style-type: none"> <li>✓ Overall high-level management of the project</li> <li>✓ Conference/ exhibition delegation</li> <li>✓ Conference/ exhibition activities and venues</li> <li>✓ Conference/exhibition Logistics</li> <li>✓ Regular Reporting</li> </ul> </li> <li>• He/ she must be available 24 hrs a day, from date of appointment and shall be at the full disposal of the Department for the duration of the projectProven leadership skills</li> </ul>

<b>Administrators</b>	<p>Must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and secretariat studies.</p> <p>A certified copy of the qualifications, the certification of which must be not older than three (03) months.</p>	<ul style="list-style-type: none"> <li>• Administrator must have 3 – 5 or more years of experience with the conferencing or event management environment as an administrator/assistant</li> <li>• Excellent report writing skills</li> <li>• Their responsibilities will be to render actual operational support in the activities of the project.</li> <li>• They must be available for the contract period in accordance with the project plan.</li> </ul>
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**ALL KEY EXPERTS MUST ATTACH CVs, CERTIFIED COPIES OF RELEVANT QUALIFICATIONS AND FILL IN THE STATEMENT OF EXCLUSIVITY.**

Refer to the attached Annexure B CV standard format and Annexure C for standard format and statement of Exclusivity for key experts.

**9.5 CV's of Key Personnel:**

CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

**Note: Skills and Experience (Key Experts and other Consultants)**

- Proof of these undertakings is required in the form of reference letters from previous clients.

**10. REPORTING REQUIREMENTS**

**Reporting Requirements**

The service provider will report directly to the Supply Chain Management Director or to the delegated representative of the department as and when required. Qualitative management of the service / performance must be overseen by the bidder and in line with the agreed upon SLA.

**11. BID REQUIREMENT AND EVALUATION PROCESS**

**11.1 The Evaluation Process will be conducted in the following phases:**

Phase 1	Phase 2	Phase 3
Administrative Compliance	Functionality Requirement	Approval of the panel

Compliance with mandatory requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	List of the approved service providers (SLA)
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### **PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE**

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

Authority to Sign a Bid: COMPANIES	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>
Authority to Sign a Bid: CLOSE CORPORATION	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>
Authority to Sign a Bid: CO-OPERATIVE	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>
Authority to Sign a Bid: JOINT VENTURE	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>
Authority to Sign a Bid: CONSORTIUM	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>

Authority to Sign a Bid: PARTNERSHIP	<p>The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box.</p> <p>A resolution letter must be submitted together with this bid and <b><u>such resolution shall include a specimen signature of the signatory.</u></b></p>
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## 11.2 Phase 2: Functionality requirements

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a minimum of **60%** of the total points outlined in the Evaluation Grid.

### 11.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:

The following is the weighting awarded for each element and the threshold scores for each

No	Evaluation Criteria	Guidelines	Maximum Points
1	<b>Methodology, Strategy and Approach</b>	The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required, and demonstrating whether their proposed process meets the requirements How does the bidder envisage undertaking this project? The bidder should set out a concise plan of approach and method to be adopted for the Department identifying possible challenges and methods on overcoming same.	30
2	<b>Experience of Company in execution &amp; management of projects of a similar nature and references</b>	The Bidder must attach 3- 5 or more reference letters, the reference should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.	50
3	<b>(a) Key Experts Qualifications and Experience of Project Leader in all categories.</b>	Expertise, experience / qualifications of support personnel to be assigned to the contract.  Project leader must have an officially recognized national diploma (category A and B), officially recognized Degree	30

		(category - C), officially recognized Master Degree (category -D) in Business Management / Public Relations /Project Management/Marketing/Tourism/Hospitality/ Events Management also must have five 5 – 7 or more years of experience (categories A, B and C) and 10 – 12 or more years of experience (category D) in coordinating Events Management A certified copy of the qualifications, the certification of which must be not older than three (03) months.	
	<b>(b) Key Experts Qualifications and Experience of administrator in all categories</b>	Expertise, experience / qualifications of support personnel to be assigned to the contract. Key experts required of the Administrator Administrator must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and secretariat studies and have 3 – 5 or more years of experience with the event management environment as an administrator/assistant. A certified copy of the qualifications must be included	20
4	<b>Bidder's Financial Capacity</b>	To confirm that Tenderers are financially viable and have the financial capability to provide the services for which they are tendering and to otherwise meet their obligations under the Proposed Contract, the entity is required to provide bank certified evidence of cash/credit/overdraft facility available to the value amount as follows:  ❖ Category A: R 500 000 ❖ Category B: R 800 000 ❖ Category C: R1 200 000 ❖ Category D: R2 000 000	20
	<b>Overall Score Total</b>		150

### 11.2.3 Approve panel

The approved panel for all categories or districts will be determined by the number of service providers qualified in terms of scoring minimum of 60% on functionality.

**NOTE: The Department reserves the right to invite bidders who passed functionality criteria and who are administratively responsive to make presentations if required.**

**ANNEXURE B****Evaluation Grid for Category A**

To be completed for tender by each evaluator

CRITERION	WEIGHT	MAXIMUM	ASSESSMENT – CATEGORY A
BIDDER'S NAME _____			
<b>Methodology, and Company Experience</b>		<b>(80)</b>	
<b>Methodology</b>		<b>(30)</b>	
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	Good	30	
Methodology with some indication on how the proposed method will meet the requirements of the project	Fair	15	
Methodology- does not show how their proposal will meet the requirements of the projects	Poor	0	
<b>Experience of Company in execution &amp; management of projects of a similar nature and references provided from previous clients:</b> The Bidder must attach 3 – 5 or more reference letters. The reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the organization name, contact details, contract duration and value of the contract.		<b>(50)</b>	
5 or more Reference letters attached	Very Good	50	
4 Reference letters attached	Good	35	
3 Reference letters attached	Fair	25	
Less than 3 Reference letters attached	Poor	0	
<b>Key Experts Qualifications and Experience</b>		<b>50</b>	
<b>Key Experts Qualifications and Experience of Project Leader</b>		<b>(30)</b>	
<b>Project leader must have an officially recognized National Diploma in Project Management/ Public Relations/ Marketing/Tourism/Hospitality/ Events Management</b>		<b>(15)</b>	
<b>No qualifications</b>		<b>(0)</b>	
<b>Project leader must have 5 – 7 or more years of relevant experience in coordinating Events Management</b>		<b>(15)</b>	
7+ Years' Experience	Good	15	
5 -6 Years' Experience	Fair	10	
Less than 5 Year' Experience	Poor	0	
<b>Key Experts Qualifications and Experience of Administrator</b>		<b>(20)</b>	
<b>Event administrator must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and Secretariat studies</b>	Good	(10)	
<b>No qualifications</b>	Poor	(0)	
<b>Administrator must have relevant 3 -5 or more years of</b>		<b>(10)</b>	



<b>experience in events management as an Administrator/Assistant</b>			
5+ Years' Experience	Good	10	
3 - 4 Years' Experience	Fair	05	
Less than 3 Years' Experience	Poor	0	
<b>Financial Viability</b>		<b>(20)</b>	
<b>Bank certified evidence of cash / overdraft / credit facilities (R500 000,00)</b>	Good	20	
<b>Bank certified evidence of cash / overdraft / credit facilities less than (R500 000,00) or no evidence</b>	Poor	0	
<b>TOTAL</b>		<b>150</b>	
<b>Minimum pass score</b>		<b>90</b>	

Weakness	
Strengths	
Name	
Signature	
Date	

**ANNEXURE B****Evaluation Grid for Category B**

To be completed for tender by each evaluator

<b>CRITERION</b>	<b>WEIGHT</b>	<b>MAXIMUM</b>	<b>ASSESSMENT – CATEGORY B</b>
<b>BIDDER'S NAME</b> _____			
<b>Methodology, and Company Experience</b>		<b>(80)</b>	
<b>Methodology</b>		<b>(30)</b>	
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	Good	30	
Methodology with some indication on how the proposed method will meet the requirements of the project	Fair	15	
Methodology- does not show how their proposal will meet the requirements of the projects	Poor	0	
<b>Experience of Company in execution &amp; management of projects of a similar nature and references provided from previous clients:</b> The Bidder must attach 3 - 5 or more reference letters and more. The reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.		<b>(50)</b>	
5 or more Reference letters attached	Very Good	50	
4 Reference letters attached	Good	35	
3 Reference letters attached	Fair	25	
Less than 3 Reference letters attached	Poor	0	
<b>Key Experts Qualifications and Experience</b>		<b>50</b>	
<b>Key Experts Qualifications and Experience of Project Leader</b>		<b>(30)</b>	
<b>Project leader must have an officially recognized National Diploma in Project Management/ Public Relations/ Marketing/Tourism/Hospitality/ Events Management</b>		<b>(15)</b>	
<b>No qualifications</b>		<b>(0)</b>	
<b>Project leader must have 5 – 7 or more years of relevant experience in coordinating Events Management</b>		<b>(15)</b>	
7+ Years' Experience	Good	15	
5 -6 Years' Experience	Fair	10	
Less than 5 Year' Experience	Poor	0	
<b>Key Experts Qualifications and Experience of Administrator</b>		<b>(20)</b>	
<b>Event administrator must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and Secretariat studies</b>	Very Good	(10)	
<b>No qualifications</b>	Poor	(0)	

<b>Administrator must have relevant 3 -5 or more years of experience in events management as an Administrator/Assistant</b>		<b>(10)</b>	
5+ Years' Experience	Good	10	
3 - 4 Years' Experience	Fair	05	
Less than 3 Years' Experience	Poor	0	
<b>Financial Viability</b>		<b>(20)</b>	
<b>Bank certified evidence of cash / overdraft / credit facilities (R 800 000,00)</b>	Good	20	
<b>Bank certified evidence of cash / overdraft / credit facilities less than (R 800 000,00) or no evidence</b>	Poor	0	
<b>TOTAL</b>		<b>150</b>	
<b>Minimum pass score</b>		<b>90</b>	

Weakness	
Strengths	
Name	
Signature	
Date	

CRITERION (CATEGORY C)	WEIGHT	MAXIMUM	ASSESSMENT – CATEGORY C
BIDDER'S NAME			
Methodology and Company Experience		(80)	
Methodology		(30)	
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	Good	30	
Methodology with some indication on how the proposed method will meet the requirements of the project	Fair	15	
Methodology- does not show how their proposal will meet the requirements of the projects	Poor	0	
Experience of Company in execution & management of projects of a similar nature and references provided from previous clients: The Bidder must attach 3 – 5 or more reference letters. The reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.		(50)	
5 or more Reference letters attached	Very Good	50	
4 Reference letters attached	Good	35	
3 Reference letters attached	Fair	25	
Less than 3 Reference letters attached	Poor	0	
Key Experts Qualifications and Experience		50	
Key Experts Qualifications and Experience of Project Leader		(30)	
Project leader must have an officially recognized Degree in Project Management/ Public Relations/ Marketing/Tourism/Hospitality/ Events Management	Good	(15)	
No qualifications	Poor	(0)	
Project leader must have 5 – 7 or more years of relevant experience in coordinating Events Management		(15)	
7+ Years' Experience	Good	15	
5 -6 Years' Experience	Fair	10	
Less than 5 Year' Experience	Poor	0	
Key Experts Qualifications and Experience of Administrator		(20)	
Event administrator must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and Secretariat studies	Very Good	(10)	
No qualifications	Poor	(0)	
Administrator must have relevant 3 - 5 or more experience in events management as an Administrator/Assistant		(10)	

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5+ Years' Experience	Good	10	
3 -4 Years' Experience	Fair	05	
Less than 3 Years' Experience	Poor	0	
<b>Financial Viability</b>		<b>(20)</b>	
<b>Bank certified evidence of cash / overdraft / credit facilities (R 1 200 000,00)</b>	Good	20	
<b>Bank certified evidence of cash / overdraft / credit facilities less than (R1 200 000,00) or no evidence</b>	Poor	0	
<b>TOTAL</b>		<b>150</b>	
<b>Minimum pass score</b>		<b>90</b>	

Weakness	
Strengths	
Name	
Signature	
Date	

**ANNEXURE B**  
**Evaluation Grid for Category D**  
**To be completed for tender by each evaluator**

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CRITERION (CATEGORY D)	WEIGHT	MAXIMUM	ASSESSMENT – CATEGORY D
BIDDER'S NAME _____			
Methodology and Company Experience		(80)	
Methodology		(30)	
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	Good	30	
Methodology with some indication on how the proposed method will meet the requirements of the project	Fair	15	
Methodology- does not show how their proposal will meet the requirements of the projects	Poor	0	
Experience of Company in execution & management of projects of a similar nature and references provided from previous clients: The Bidder must attach three 3 – 5 or more reference letters. The reference letter, it should provide details of the actual work or project completed from contactable corporates or government clients where the bidder has provided similar services. The letter must include the company name, contact details, contract duration and value of the contract.		(50)	
5 or more Reference letters attached	Very Good	50	
4 Reference letters attached	Good	35	
3 Reference letters attached	Fair	25	
Less than 3 Reference letters attached	Poor	0	
Key Experts Qualifications and Experience		50	
Key Experts Qualifications and Experience of Project Leader		(30)	
Project leader must have an officially recognized Master Degree in Project Management/ Public Relations/ Marketing/Tourism/Hospitality/ Events Management	Good	(15)	
No qualifications	Poor	(0)	
Project leader must have 10 – 12 or more years relevant experience in coordinating Events Management		(15)	
12+ Years' Experience	Good	15	
10 - 11 Years' Experience	Fair	10	
Less than 10 Year' Experience	Poor	0	
Key Experts Qualifications and Experience of Administrator		(20)	
Event administrator must have an officially recognized NQF5 qualification/ certification in Business Management/ Business Administration/ and Secretariat studies	Good	(10)	
No qualifications	Poor	(0)	
Administrator must have relevant 3 – 5 or more years of experience		(10)	

in events management as an Administrator/Assistant			
5+ Years' Experience	Good	10	
3 - 4 Years' Experience	Fair	05	
Less than 3 Years' Experience	Poor	0	
<b>Financial Viability</b>		<b>(20)</b>	
Bank certified evidence of cash / overdraft / credit facilities (R 2 000 000,00)	Good	20	
Bank certified evidence of cash / overdraft / credit facilities less than (R 2 000 000,00) or no evidence	Poor	0	
<b>TOTAL</b>		<b>150</b>	
<b>Minimum pass score</b>		<b>90</b>	

Weakness	
Strengths	
Name	
Signature	
Date	

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**Annexure C: CV Format: CURRICULUM VITAE max 3 pages**

**Proposed role in the project:**

**9. Family name:**

**10. First names:**

**11. Date of birth:**

**12. Nationality:**

**13. Civil status:**

**14. Education:**

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

**10. Language skills: Indicate competence on a scale of 1 to 5 (5 - excellent; 1 basic)**

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

**11. Membership of professional bodies: -**

**12. Other skills: (e.g. Computer literacy, etc.)**

**10 Present position:**

**11 Years within the firm:**

**12 Key qualifications: (Relevant to the project)**

**13. Professional Experience**

Date from - Date to	Location	Company	Position	Description of projects/responsibilities etc.

**14. Other relevant information (e.g., Publications)**



**Annexure D: Statement of Exclusivity and availability**

Statement of exclusivity and availability

Tender ref: \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer \_\_\_\_\_ in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

From	To

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs and that the notification of award of contract to the tenderer may be rendered null and void.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	