



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Tender: HP25/002GS

Returnable documents

For

Appointment of a panel of service providers for the supply and delivery of Events Management Services on behalf of the Department of Public works and Infrastructure for a period of thirty-six (36) months.

Advertisement date: 30 May 2025

A virtual non-compulsory briefing session will be on 10 June 2025

Ms Teams

Meeting ID: 383 041 716 644

Passcode: QC2sp6D5

Closing date: 24 June 2025



CONTENTS OF BID DOCUMENT

Project title:	event management se	Appointment of a panel of service providers for the supply and delivery of event management services on behalf of the Department of Public Works and infrastructure for a period of thirty-six (36) months.	
Project Leader:	Modisana Lesetla	Bid no:	HP25/002GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the Following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	2 Pages
PA-04(GS): Notice and invitation to tender	07Pages
PA-09 (GS): List of returnable documents	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	09 Pages
Annexure A: Particulars of tender's projects	6 Pages
Annexure B: Placement on panel (Bidders footprint)	1 Page

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER:

CLOSING TIME: SHARP 11:00 CLOSING DATE: 24 June 2025

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

BID DOCUMENTS MAY BE POSTED TO

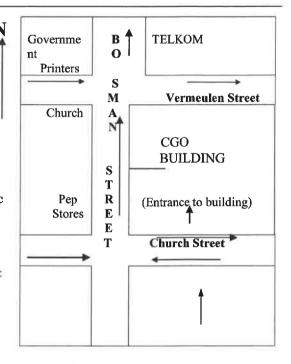
DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001

ATTENTION: TENDER SECTION: Central Government office: Room 121

Bid documents that are posted must reach the Department of Public Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works: Head Office: Room 121, Central Government Office (CGO) c/o Bosman and Vermeulen Street.(Entrance Vermeulen Street) Pretoria,0001



The Head Office of the Department of Public Works is open **Mondays to Fridays** 07:30 - 12:30 / 13:30 - 15:30. However, if the bid is late, it will, as a rule not be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE, INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME

The Government Tender Bulletin is available on the Internet on the following web sites:

- 1. http://www.treasury.gov.za
- 2. http://www.info.gov.za/documents/tenders/index.htm

Map PWH June 2009



PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITI	ED TO BID FOR	REQUIREMENTS	OF THE (NAM	E OF DEP	ARTMENT/P	UBLIC ENTITY)	
BID NUMBER: HP25/	002GS	CLOSING D	ATE: 24 J	une 2025	CL	OSING TIME:	11:00 AM
							event management
		of the Depart	ment of Pul	olic Worl	cs and Inf	rastructure fo	r a period of thirty-
) months.						
THE SUCCESSFUL BIDDE				WRITTEN	CONTRACT	FORM (DPW04	.1 GS or DPW04.2 GS).
BID RESPONSE DOCUMI BOX SITUATED AT (STRE		DEPOSITED IN T	HE BID				
Department of Publi		nfrastructure					
Head Office: Room 121, Central Government Office (CGO) c/o Bosman and Vermeulen Street. (Entrance							
Vermeulen Street) P:	retoria,0001						
OR POSTED TO:							
Attention: Procurem	ent office:Bio	d Admin: Dep	artment of	Public W	orks and	Infrastructure	e Private bag X65
0001							
SUPPLIER INFORMATION		T					
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE NUMBER						
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUM	IBER						
		TCS PIN:		OR	CSD No:		
SIGNATURE OF BIDDER	I TIUO DID IO			DATE		,	
CAPACITY UNDER WHICH SIGNED (Attach proof of							
sign this bid; e.g. resoluti							
directors, etc.)							
			-15	- I			
				TOTA (¹ALL	L BID PRICE		
TOTAL NUMBER OF				,	CABLE		RN/A
ITEMS OFFERED				TAXE			RIN/M
BIDDING PROCEDURE EI	NQUIRIES MAY I	BE DIRECTED TO):	TECHNIC	AL INFORM	ATION MAY BE	DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	DPWI			CONTAC	ר חבחכטגו	Modisana L	onet1a
CIN I I I I	DI WI			TELEPHO	F PERSON	gviouisana L	CSCHA
CONTACT PERSON	Marubini T	shikovhele		NUMBER		012 492 34	11

PART B TERMS AND CONDITIONS FOR BIDDING

NUMBER **FACSIMILE**

NUMBER

E-MAIL ADDRESS

-	TEITHIO / HID GOILDING TO IT DIDDING					
1.	BID SUBMISSION:					

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

012 406 1011

marubini.tshikovhele@dpw.gov.za

N/A

modisana.lesetla@dpw.gov.za/

kagelelo.segole@dpw.gov.za

PA-32: Invitation to Bid

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS, LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS: TAX COMPLIANCE STATUS: AND BANKING INFORMATION FOR VERIFICATION PURPOSES). 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION) DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. TAX COMPLIANCE REQUIREMENTS 21 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED. EACH PARTY MUST SUBMIT A

3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
IF T	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND EVE.	

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. Note Well:

SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

NUMBER MUST BE PROVIDED.

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as <u>a firm and final offer</u>.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

THIS FORM IS ALIGNED TO SBD1

For Internal Use Effective date: XXXXXX Version: XXXXXXX



Notice and Invitation to Bid: PA-04 (GS)

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY OF AND DELIVERY OF EVENT MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY SIX (36) MONTHS

Project title:	Appointment of a panel services providers for the supply and delivery of even management services on behalf of the Public Works and Infrastructure for a period of thirty-six (36) months		
Bid no:	HP25/002GS		
Advertising date:	30 May 2025	Closing date:	24 June 2025
Closing time:	11:00am	Validity period:	N/A days

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☑ NO ☐ Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria:1	Weighting factor:
Bidders Past Experience	
Bidders must demonstrate company experience by providing signed and dated Reference Letters / Completion Certificate on a client's letterhead not older than ten (10) years with contactable references for events management services.	
(Bidders must respond to this criterion by completing Annexure A accompanied by contactable reference letters and company profile)	30
5 or more past events = 5 points 4 past events = 4 points 3 past events = 3 points 2 past events = 2 points 1 past event = 1 point No past event = 0 point	
Workforce Capacity	
Bidders to provide proof of resources to execute events management services.	
Each resource must possess relevant working experience in their respective fields (Bidders must attach a detailed CV of each resource)	
Bidders to attach the following: •An organogram indicating the key personnel and workforce •CV of On-site Manager / Event Coordinator / Project Manager •CV of the Safety Officer	25
10 years or more combined experience = 5 points 8-9 years combined experience = 4 points 6-7 years combined experience = 3 points 4-5 years combined experience = 2 points 2-3 years combined experience = 1 point Below 2 years combined experience = 0 point	

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Notice and Invitation to Bid: PA-04 (GS)

r.				
Demonstration of Compliance				
The bidders must demonstrate conduct staging of events; addresses the following areas	Bidders must attach		oposal which	
 Certificates of Approve Security plan, Parking Disaster management 				
 Traffic management p Waste Management F OHS Compliance cert 		olications),	25	
If; Proposal covers all 9 areas = 9 Proposal covers any 8 or 7 are	eas = 4 points			
Proposal covers any 6 to 5 are Proposal covers any 4 to 3 are Proposal covers 2-1 = 1 point Proposal covers below 1 = 0 p	eas = 2 points			
Financial Capability Bank Rating (Failure to submresult in the bidder getting zero	nit proof of bank rating	g from the relev	ant bank will	
Rating B =	= 5 Points = 4 Points = 3 Points			20
Rating DRating E	= 2 Points = 1 Point = 0 Point			
Note: Bank rating letters must		ant banks.		
Total				100 Points
(Weightings will be multiplied functionality points)	by the scores alloca	ted during the e	valuation proc	ess to arrive at the total
Minimum functionality score	to qualify for further	evaluation:		60
(Total minimum qualifying scor provide motivation below).	re for functionality is 50) percent, any de	eviation below o	or above the 50 percent,
To obtain service providers that	at will have capibility ar	nd capacity to pe	rfom the servic	es that are required.
2. THE FOLLOWING EVALUA	ATION METHOD FOR	RESPONSIVE I	BIDS WILL BE	APPLICABLE:
☐ Method 1 (Finan	cial offer)	☐ Method	d 2 (Financial an	d Preference offer)
2.1. Indicate which preference	ce points scoring sys	tem is applicab	le for this bid	:
80/20 Preference points	90/10 Preference		_	/20 or 90/10 Preference



3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder <u>shall</u> result in the tender offer being disqualified from further consideration:

1	\boxtimes	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2		Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3		All parts of tender documents submitted must be fully completed in ink and signed where required
4	\boxtimes	Use of correction fluid is prohibited.
5		Submission of PA-32: Invitation to Bid
6		Submission of record of attending compulsory briefing session. insert motivation why the tender clarification meeting is declared compulsory
7		Specify other responsiveness criteria
8		Specify other responsiveness criteria
9		Specify other responsiveness criteria
10		Specify other responsiveness criteria
11		Specify other responsiveness criteria

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	\boxtimes	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	\boxtimes	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	\boxtimes	Submission of (PA-11): Bidder's disclosure.
4	\boxtimes	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	\boxtimes	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6		Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	\boxtimes	Submission of Public Liability Insurance Cover
8	\boxtimes	Virtual non-compulsory briefing session
9	\boxtimes	Submission of Annexure A: Particulars of Tender's past projects
10	\boxtimes	Submission of Annexure B: Bidders footprint
11	\boxtimes	Submission of PA32: Invitation to bid (Information must be completed beside bid offer)



3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

Table 1			
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be	2	Official Municipal Rates Statement which is in the name of the bidde Or
	rendered in that area (Mandatory)		Any account or statement which in the name of the bidder.
			Or
			Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidde
			Or
			Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	(,)		and
			Medical Certificate indicating that the disability is permanent.
			Or

Notice and Invitation to Bid: PA-04 (GS)

			South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.
			Or National Council for Persons with
			Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	 Official Municipal Rates Statement which is in the name of the bidder. Any account or statement which is in the name of the bidder. Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Notice and Invitation to Bid: PA-04 (GS)

		Notice and in	ritatio	11 (0 Bld. PA-04 (GS)
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	(SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
			and	
				Medical Certificate indicating that the disability is permanent.
			i	South African Social Security Agency (SASSA) Registration ndicating that the disability is permanent.
			Or	
OR			Phys	onal Council for Persons with sical Disability in South Africa stration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	A	D Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

\boxtimes	Bid documents are available for free download on e-Tend	er po	ortal
	www.etenders.gov.za		

- Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street, Pretoria 0001. A non-refundable bid deposit of R 0.00 is payable, (Cash only) is required on collection of the bid documents.
- A *non-compulsory* pre bid meeting with representatives of the Department of Public Works will take place at Virtually on 10 June 2025 starting at 10:00am. Venue *MS Teams* Meeting ID: 383 041 716 644 Passcode: QC2sp6D5

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Modisana Lesetla	Telephone no:	012 492 3411
Cellular phone no	076 706 8336	Fax no:	N/A
E-mail	Modisana.lesetla@dpw.gov.za / Kagelelo.segole@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Marubini Tshikovhele	Telephone no:	012 406 1011
Cellular phone no	N/A	Fax no:	N/A
E-mail	marubini.tshikovhele@dpw.gov.za		



7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms

All tenders must be submitted on the official	IOIIII	8
BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS		256 Madiba Street
PRIVATE BAG X 65		Central Government Offices
Pretoria 0001		Madiba Street
*	OR	Reception Tender Box Security
ATTENTION:		
PROCUREMENT SECTION: ROOM Head Office CGO Building Annex A-207		
POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING		
DATE AND TIME AT 11H00 BY THE DEPARTMENT		



Name of Bidder

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title: Appointment of a panel of service event management services on be infrastructure for a period of thirty-services.		ices on behalf	of the Depai		
Project Leader:	Modisana Lesetia	Bid / Quote r	10:	HP25	/002GS
	1. THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS: (Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)				
Bid Document Name:			Number Pages		Returnable document:
Cover page			1 Page		
Content page			1 Page		
Map of closing address			1 Page		
Bid Form (PA-32)			2 Pages		
PA-04(GS): Notice and inv	itation to tender		09 PPages		
PA-09 (GS): List of returnable documents			1 Page		
PA-10: General Conditions	of contract (GCC)		10 Pages		
PA-11: Bidder's disclosure			3 Pages		
PA-15.1 Resolution of Boa	rd of Directors		2 Pages		
PA-15.2: Resolution of Board Ventures	ard of Directors to enter into	Consortia or	2 Pages		
PA-15.3: Special Resolution	n of Consortia or Joint Vent	ure	3 Pages		
PA-40: Declaration of designated groups for preferential procurement			2 Pages		
Terms of reference			09 Pages		
Annexure A: Particulars of tender's projects			6 Pages		
Annexure B: Placement on panel (Bidders footprint)			1 Page		
1					

Signature

Date



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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



General Conditions of Contract

1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1,14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be





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

6. Patent rights

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

7. Performance 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:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.



- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices



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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
 - i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

23.7 If a count 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 pubic sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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



25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.





29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date



PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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



2.2

3.1

	who is employed by the procuring institution? YES / NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES / NO
2.3.1	If so, furnish particulars:
3 D	ECLARATION
	I, the undersigned, (name)

Do you, or any person connected with the bidder, have a relationship with any person

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

certify to be true and complete in every respect:

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;

in submitting the accompanying bid, do hereby make the following statements that I

- 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 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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For External Use

Effective date 5 July 2022

Version: 2022/03

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



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

This form has been aligned with SBD4



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_					
(lega	ally correct full name and registration number, if a	applicable, of the Enterprise)			
Hel	d at	(place)			
on		(date)			
RE	SOLVED that:				
1.	The Enterprise submits a Bid / Tender to	o the Department of Public Works in	respect of the following project:		
	(project description as per Bid / Tender Docume	nt)			
	Bid / Tender Number:	(Bid / Tender	Number as per Bid / Tender Document)		
2.	*Mr/Mrs/Ms:				
	in *his/her Capacity as: (Position in the Enterprise)				
	be, and is hereby, authorised to sig correspondence in connection with and any and all documentation, resulting above.	d relating to the Bid / Tender, as we	ell as to sign any Contract, and		
	Name	Capacity	Signature		
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this

Not	e:	ENTERPRISE STAMP
1. 2.	* Delete which is not applicable. NB: This resolution must, where possible, be signed by	
۷.	all the Directors / Members / Partners of the Bidding Enterprise.	
3.	In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members /	
	Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).	
4.	Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document	
	on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of	
	attorney, signed by the Directors / Members / Partners	
	holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and	
	power of attorney are to be attached hereto).	
5.	Should the number of Directors / Members / Partners exceed the space available above, additional names and	
	signatures must be supplied on a separate page	



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise) **RESOLVED that:** 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises: (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture) to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: ______(Bid / Tender Number as per Bid / Tender Document) *Mr/Mrs/Ms: in *his/her Capacity as: __ (Position in the Enterprise) and who will sign as follows: __ be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above: Physical address: _____ (code)



Fax number: __

SOUTH AFRICA		
Postal Address:		
8	(code)	
Telephone number:		

Resolution of Board of Directors to enter into Consortia or Joint Ventures: PA-15.2

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- 1. * Delete which is not applicable.
- NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- 4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 2

For external use Effective date April 2012 Version: 1.2



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture) Held at **RESOLVED that: RESOLVED that:** The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project: (Project description as per Bid /Tender Document) Bid / Tender Number: ______(Bid / Tender Number as per Bid /Tender Document)





B.	*Mr/Mrs/Ms:	_
	in *his/her Capacity as:(Position in the Enterpris	:e)
	and who will sign as follows:	_
	be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and a documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Ventur mentioned above.	all
C.	The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, sha conduct all business under the name and style of:	all
D.	The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.	of ne
E.	Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of succentention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and several liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture a mentioned under item D above.	ch lly
F.	No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign and of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.	ìу
G.	The Enterprises choose as the <i>domicilium citandi et executandi</i> of the Consortium/Joint Venture for a purposes arising from the consortium/joint venture agreement and the Contract with the Department i respect of the project under item A above:	all in
	Physical address:	
	(anda)	
	(code)	
	Postal Address:	
	(code)	
	Telephone number:	
	Fax number:	
	Fax number:	



	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.
- *Delete which is not applicable.

 NB: This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.

 Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

 Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: H25/002GS

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)	
Name of Tenderer	

1. LIST ALL PROP	LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLD	SHAREHOLD	ERS BY NAME, II	ERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	CITIZENSHIP A	ND DESIGNATE	GROUPS.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	OR OUD TOU	□ Yes □ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	OR OUD OT OU	□ Yes □ No
ÿ.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		□ Yes □ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	□R □ UD □ T □ U	□ Yes □ No
5.		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	□ Yes □ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	□ Yes □ No
80		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		□ Yes □ No
6		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □ T □ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □T □ U	□ Yes □ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	□R □ UD □T □ U	□ Yes □ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □ T □ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number State date of South African citizenship obtained (not applicable to persons bom in South Africa) ##

¹ EME: Exempted Micro Enterprise ² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- The information and particulars contained in this Affidavit are true and correct in all respects;
- Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential and that the above form was completed according to the definitions and information contained in said documents;
- The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein:
- The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein; S
 - Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

	Date
	Signature
	Name of representative



Private Bag X65, Pretoria, 0001, Tel (012) 406 1237 Central Government Offices, 256 Madiba Street, Pretoria

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF EVENTS MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

TERMS OF REFERENCE/ SPECIFICATIONS

BID/ PROJECT DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF EVENT MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE OF THE TENDER

1.1 The purpose of this bid is to *appoint* a panel of suitable service providers, who can assist the Department in the supply and delivery of events management services for state events for a period of thirty-six (36) months.

2. NATURE OF WORK TO BE RENDERED

- 2.1 The suitable service providers will be appointed on this panel for a period of thirty-six (36) months on an "as and when" required basis for the duration of the term.
- 2.2 Bidders must have a decentralized footprint, to enable them to efficiently render events management services country-wide (Head Office and its 11 Regional Offices)
- 2.3 The appointed service providers will be required, on request by the Department, to provide State Events services:
 - a) State Funerals (All categories)
 - b) National Orders Awards Ceremony
 - c) State of the Nation Address (SONA)
 - d) Extended Cabinet Lekgotla
 - e) Budget Speech
 - f) International State Visits
 - g) International Summits (e.g. BRICS, SADC, TROIKA, G-20)
 - h) Departmental events
 - i) Any other related State events not listed.

3. COMPLIANCE WITH RELEVANT ACTS AND REGULATIONS

- 3.1 The service provider will be required to comply with all applicable legislation and standards, which are not limited to the following:
 - a) Occupational Health and Safety Act, 1993 (Act 85 of 1993).
 - b) Regulation Of Gatherings Act 205 of 1993
 - c) South African National Standard (SANS): Health and Safety at events Requirements (SANS 10366:2009)
 - d) Electricity Act, 1987 (Act 41 of 1987).
 - e) Engineering Profession Act, 2000 (Act 46 of 2000).
 - f) Environmental Conservation Act, 1989 (Act 73 of 1989).
 - g) Fire Brigade Services Act, 1987 (Act 99 of 1987).
 - h) Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority.
 - National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977).
 - j) National Environmental Management Act, 1998 (Act 107 of 1998).
 - k) National Heritage Resources Act, 1999 (Act 25 of 1999).
 - I) Telecommunications Act, 1996 (Act 103 of 1996).
 - m) The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises".
 - n) The Regulations of the local Gas Board, where applicable and All regulations promulgated under the above Acts are applicable.
- 3.2 Although the more salient legislation has been referred to above, the onus remains on the Service Provider to adhere to, and apply to relevant Acts and/or Regulations, even if not specifically mentioned in the list above but which will have an effect on the Project.

- 3.3 The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.
- 3.4 Contractor(s) is expected to understand and comply with all laws and the following information will be required prior to commencement of work:
 - a) Mandatory Agreement in terms of Section 37 (2) of OHSA.
 - b) Baseline Risk Assessment of the project scope of work.
 - c) Safety File Appointments Safety Officers, first aiders / Supervisors, Appointment of users of scaffolding & decking, and Medical Surveillance for working on heights and operators of construction vehicle.
 - d) Certification for completion of scaffolding works.
 - e) Crane Maintenance records (if it will be used).
 - f) Certificate of Compliance CoC's Compliant to SANS 10142.
 - g) Major Hazard Regulations Installations Storage of fuel for Generators.

4. SCOPE OF WORK

4.1 The successful bidders will be responsible for providing the following movable infrastructure services, in whole or in part:

DESCRIPTION OF ITEMS/SERVICE

- a) PA systems
- b) Microphones
- c) Sound systems including commissioning
- d) Photography, projection and video recording service
- e) Labour saving devices (laptops, fax, printing, copy)
- f) Portable air conditioners
- g) Décor and stage set up
- h) Portable Toilets/ ablution facilities
- i) Water tankers
- j) Food transportation and storage including refrigeration
- k) Supply of livestock
- I) Waitrons
- m) Ushering
- n) Entertainers
- o) Security
- p) Marshals
- q) Promotional Items (Example T-shirts, Name tags and lanyards, etc)
- r) Translation services (simultaneous) Accredited by (Board)
- s) Preparation and printing of invites, programmes etc
- t) Arrangements for accommodation
- u) Secretarial/administrative support including registration, minute taking, report writing and recording of resolutions and preparation of pre-conference documentation
- v) Registration of delegates
- w) Management of steering committees
- x) Transport (public transport vehicles buses and taxis and VIP vehicles as may be required)
- y) Parking arrangements
- z) Plaque engraving services
- aa) Signage
- bb) Banners design, print and erection
- cc) Preparation of delegate packs
- dd) Speed fencing including erection and dismantling
- ee) Preparation/cleaning of site
- ff) External TV broadcasts, National and Provincial radio broadcasts and community radio broadcasts
- gg) Live feed (Large screen projection) with video cameras and operators
- hh) Media advertising
- ii) Design and manufacture of cultural shields
- ij) Installation of lightning conductors for events as and when required
- kk) Supply of back-up power sources (Generators)
- II) Labour (setting –up and breakdown)
- mm) Logistical assistance

5. UTILIZATION OF ESTABLISHED PANELS

- 5.1 The Request for Quotations (RFQ's) will not be advertised on the website, E-tender Portal or any media.
- 5.2 Only service providers which are registered on the panel and in relevant Province will be utilised during the effective period of the panel.
- 5.3 The successful service providers will be ranked on the panel/database from the highest point scorer on functionality criteria points downwards. Where there is a deadlock on functionality criteria, ranking will be done by drawing lots.
- 5.4 At least three (3) written price quotations <u>must be obtained</u> <u>from three (3) different suppliers</u> registered on the Panel.
- 5.5 The department reserves the right to enter into negotiations should it be determined that the recommended bidder's price is not market related.
- 5.6 In urgent or emergency cases, the Department reserves the right to deviate from its normal procurement process and
 - Appoint a single service provider, listed on the relevant panel/ database on a single source basis, without going on a competitive quotation process or alternatively or
 - b) Appointing a service provider from the relevant panel/ database on a competitive basis, using Method 1 (Financial offer).
 - c) When a need arises, the qualifying service providers will be given a minimum of 24 hours to respond to a request for a quotation.
- 5.7 Only service providers on the same panel will be given an opportunity to quote against each other.
- In the event that there is less than (3) service providers registered on a specific panel, service providers who are registered on a specific panel, service providers who are registered on one of the other panels (as per the expression of interest) and who is the nearest in terms of geographical proximity to the required need, maybe requested to quote.
- 5.9 **Rotation Process**: After a service provider has been selected to quote, it will be moved below the service providers who have not yet been approached.
- 5.10 Service providers will only be selected to quote again, after all service providers appointed in the relevant panel have been given an opportunity to quote.
- 5.11 Once a service provider was successful and it was awarded a quotation/ contract from this process, the relevant service provider will not be re-elected to quote unless.
 - a) there are less than the required minimum number of service providers to quote.
 - b) there are compelling reasons which must be motivated for.
- 5.12 The Department will not accept any liability if a bidder is on this panel but never received any award.
- 5.13 The successful service provider will be appointed on a competitive quotation process by following Method 2 (Financial and Preference offer)
- 5.14 Appointment on the established panel does not guarantee that work will be allocated to the service providers.
- 5.15 The Department also reserves the right to procure outside the panel on the items that are not in the list should the need arise, and that process will be done in line with all applicable departmental policies.

6. DISQUALIFICATIONS OF APPLICANTS

- 6.1 Whose application contains negligent misrepresentation which is materially incorrect or misleading.
- 6.2 Who materially fails to comply with any conditions or requirements of this RFP.
- 6.3 Whose contract was terminated in the last five (5) years by the Department.

7. NEGOTIATIONS

- 7.1 The department may
 - a) Negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
 - b) If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
 - c) If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
 - d) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the Department must cancel the tender.

8. CONTRACTUAL ASPECTS

- 8.1 The terms of this specification and all contracts will be subject to the General Conditions of Contract (PA10).
- 8.2 The bid document, together with all the specifications contained in this document, shall constitute part of the Service Level Agreement (SLA).
- 8.3 Service Provider shall not perform any work or render any services in contract unless in receipt of a written instruction to this effect by the Department.
- 8.4 Inform the Project Leader: Department of Public Works and Infrastructure immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished in writing.
- 8.5 Service Provider after installing the infrastructure should have personnel on standby to deal with any work that might need their attention caused by winds or any other cause to any of the locations of the event.
- 8.6 After the event, the contracted service provider should leave premises in good conditions once work is completed, and temporary movable infrastructure has been removed.
- 8.7 The service provider should be responsible for any damage caused during the setting up of the temporary movable infrastructure and for the security of their infrastructure.
- 8.8 Public Liability Insurance, including all risk insurance must be provided.
- 8.9 Only those bidders who receive a positive Security Clearance Certificate will be considered for the panel.
- 8.10 Service Providers shall be requested to submit their information for security clearance every 12 months to ensure validity and compliance.
- 8.11 Service Providers shall be responsible for the security of their equipment from set-up to dismantling after each event.

9. RESOURCE REQUIREMENTS

- 9.1 The following resource requirements must be complied with:
 - a) Where necessary, a sample must be provided of all materials and colours to be utilized and must be signed off by DPWI prior to providing the service.
 - b) Quantities might change and items might have to be moved to different areas. Transport must always be available during the event period.
 - c) A standby team must be provided at all sites during the event period.
 - d) All materials and equipment must be secured at the cost of the service provider for the entire duration of the event.
 - Appointment is subject to security clearance of the company and the crew (non-nationals will not be allowed to work in national key points/area).

10. GENERAL

1.1 The following general requirements must be complied with:

a) Project Execution Plan

A project execution plan reflecting detailed operations and due dates must be handed to DPWI, before any commencement of work.

b) Close out report

Upon completion of the event a close out report with photographic images of the focus points in the event should be handed to DPWI. NO final Payments will be made if the said report is not submitted to DPWI.

c) Oversee dismantling and close out

Ensure that all supplier equipment rented or owned on behalf of the Department is collected timeously after the event and that final accounts are submitted in time.

d) Operating hours

The Service Provider / Project Manager must render the required services in accordance with the approved DPWI project plan.

- e) Service Providers will be penalised for non-adherence to the scope of work as provided to them by the Department.
- f) Service Providers must be able to have a quick turn-around time; and be able to respond to Departmental requests at short notice (i.e Hours).

11. RESPONSIBILITIES OF THE PARTIES

- 11.1 The Department and departmental officials, who are concerned with arranging the event will be responsible for:
 - a) The identification of the suitable venue for the event will be facilitated by the DPWI
 - b) Developing the scope of works for the event
 - All work to be coordinated with the Department of Public Works and Infrastructure designated officials and SAPS
 - d) Ensure that all necessary approvals are obtained
 - e) Rendering all reasonable assistance in executing the service.
 - f) Granting the service providers access to the areas upon prior appointment facilitated through DPWI or DPWI appointed person.
 - g) Ensure that all compliance requirements are met, and services are rendered according to specification.
- 11.2 The personnel of the contracted service provider and its personnel who are concerned with arranging the event will be responsible for:
 - a) Rendering the service in accordance with the scope of works issued by the Department.
 - b) Timeous delivery of services as stipulated in the approved project plan
 - c) Timeous submission of correct detailed invoices for rendered services.
 - d) Ensuring confidentiality in respect of all arrangements concerning the event and all persons.
 - e) Ensuring negotiations with suppliers of all services to the benefit of DPWI.
 - f) Any additional infrastructure required by bidders will be for their own account.
 - g) Any damage to the buildings, gardens and surrounding area caused by the service provider will be for their own account.
 - h) The Service Provider will be responsible for providing events and temporary movable infrastructure related services, in whole or in part.
 - Any additional / amendment in the scope of work not approved by the Department in writing will not be paid for.
 - j) Any work that is not performed by the Service Provider will not be paid for.

12. RIGHTS OF THE DEPARTMENT

- 12.1 The Department reserves the right to change the venue to an alternative venue
- 12.2 The Department reserves the right to cancel the project / scope in whole or in part
- 12.3 The Department does not assume responsibility for those inherent risks which may cause unfortunate accidents or incidents during the execution of any of the project.
- 12.4 The Department will not be held responsible for any injury, death, damage, cost or any inconvenience that may arise from incidences associated with the project.
- 12.5 The Department reserves the right to allocate the services in part or in full or increase / decrease the scope. Specifications of venues may change due to revised requirements.

13. PAYMENT TERMS

- 13.1 No advance payment will be made therefore, the bidder must ensure that she/he is financially able to execute the project.
- 13.2 Invoices and delivery notes must be addressed to The Department of Public Works and Infrastructure.
- 13.3 The original itemized invoice must reflect the Order Number, supplier's banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the supplier.
- 13.4 Payment shall be made into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.

14. EVALUATION ON FUNCTIONALY

- 14.1 This bid expression of Interest will only be evaluated on functionality to determined eligibility to register on the panel/ database of Service providers.
- 14.2 Attainment of the 60% minimum score set for functionality criteria will determine suitability, capability, capacity and competency of the prospective bidders.
- 14.3Bidders that fail to obtain/meet the minimum functionality score will not be acceptable and will as such be non-responsive for further evaluation.
- 14.4The following evaluation criteria will be applied in the **Functionality Evaluation** of tenders

Criteria No	Functionality criteria	Weight (%)
1.	Bidders Past Experience	
	Bidders must demonstrate company experience by providing signed and dated Reference Letters / Completion Certificate on a client's letterhead not older than ten (10) years with contactable references for events management services.	30
	(Bidders must respond to this criterion by completing Annexure A accompanied by contactable reference letters and company profile)	
	5 or more past events = 5 points	
	4 past events = 4 points	
	3 past events = 3 points	
	2 past events = 2 points	
	1 past event = 1 point	
	No past event = 0 point	
2.	Workforce Capacity	
	Bidders to provide proof of resources to execute events management services.	
	Each resource must possess relevant working experience in their respective fields (Bidders must attach a detailed CV of each resource)	25
	Bidders to attach the following:	
	An organogram indicating the key personnel and workforce	
	CV of On-site Manager / Event Coordinator / Project Manager	
	CV of the Safety Officer	
	10 years or more combined experience = 5 points	
	8-9 years combined experience = 4 points	
	1 ' '	
	6-7 years combined experience = 3 points	
	4-5 years combined experience =2 points	
	2-3 years combined experience = 1 point	
	Below 2 years combined experience = 0 point	
3.	Demonstration of Compliance	
	The bidders must demonstrate ability and understanding to	
	conduct staging of events; Bidders must attach a detailed proposal which	
	addresses the following areas amongst others:	25
	Floor plans, Site plans, gas plan/ Road Maps	
	Certificates of Approval for temporary structures	
	Security plan, Parking plan & Medical plan,	
	Disaster management and evacuation plan,	
	Fire Safety Plan	
	Environmental Health (COA for caterer and noise control applications),	
	Traffic management plans, and indemnity form	

Criteria No	Functionality criteria		Weight (%)
	Waste Manageme	nt Plan,	
	OHS Compliance		
	lf;		
	Proposal covers all 9 area		
	Proposal covers any 8 or 7		
	Proposal covers any 6 to 5		
	Proposal covers any 4 to 3		
	Proposal covers 2-1 = 1 po		
	Proposal covers below 1 =	U point	
4.	Financial Capability		20
	Bank Rating (Failure to su	bmit proof of bank rating from the relevant bank will	
	result in the bidder getting	zero points.)	
	Rating A	= 5 Points	
	Rating B	= 4 Points	
	Rating C	= 3 Points	
		= 2 Points	
	Rating E	= 1 Point	
	No Rating Provided	= 0 Point	
	Note: Bank rating letters m	ust be verifiable with relevant banks.	
	Total Weight		100

A minimum of 60 points on functionality must be achieved for further consideration.

15 VIRTUAL NON- COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING Details of Compulsory Bid Briefing/ Clarification / Site Inspection Meeting (if any):

Venue:	Ms Teams		
Virtual meeting link:	Meeting ID: 383 041 716 644 Passcode: QC2sp6D5		
Date:	Tuesday, 10 June 2025	Starting time:	10:00am

16 **ENQUIRIES**

Technical enquiries may be addressed to:

DPWI Project Manager	Modisana Lesetla	Telephone no:	012 492 3411
Cellular phone no	N/A	Fax no:	N/A
E-mail	Modisana.lesetla@dpw.gov.za/ka	agelelo.segole@dp	w.gov.za

SCM enquiries may be addressed to:

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Cellular phone no	N/A	Fax no:	N/A
E-mail	marubini.tshikovhele@dpw.	gov.za	



ANNEXURE A: PARTICULARS OF TENDERER'S PROJECTS [DPW-09]

Project fitle	Appointment of a panel services providers for the supply and delivery of event management services on behalf	or the supply and delivery of event r	nanagement services on behalf
	of the Public Works and I	of the Public Works and Infrastructure for a period of thirty-six (36) months	x (36) months
Tender / quotation no:	HP25/002GS	Closing date:	24 June 2025
Advertising date:	30 May 2025	Validity period:	N/A

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in 2 3	of Employer	Contact tel. no.	Contract sum			
F 2 6				commence- ment date	completion	percentage progress
3 8						
n						
					1	
4						
52						

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			Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall For Internal & External Use
			any other documentation sh
			<u> </u>

Particulars of tenderer's projects: DPW-09

Current percentage progress

> Contractual completion date

Contractual commencement date

Contract sum

Contact tel. no.

Name of Employer or Representative of Employer

Projects currently engaged in

9



Particulars of tenderer's projects: DPW-09

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21	20			
	21			

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Particulars of tenderer's projects: DPW-09

			-									
	Current percentage progress											
55 :: := :=::=:f=:d	Contractual completion date				I							
	Contractual commence-ment date											
	Contract sum											
	Contact tel. no.											
	Name of Employer or Representative of Employer											
	Projects currently engaged in											
	Proj	22	23	24	25	26	27	28	29	30	31	32





1.2	Completed projects							50
Pro (Te	Projects completed in the previous 10 (Ten) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence- ment date	Contractual completion date	Date of Certificate of Practical Completion	
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7		I						
ო								
4								
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Any For I	Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". For Internal & External Use	any other documentation sh Effective date 2	all be construed to have the September 21 September 21	he same meaning as the reference of the same meaning as the same m	ne words "Tender" or "	Tenderer"	Page 5 of 6 Version: 2021/01	

& infrastructure

& infrastructure
Department:
Public Works and infrastructure
REPUBLIC OF SOUTH AFRICA

Tender / Quotation No.: DPW-09: Particulars of tenderer's projects

Date
Signature
Name of Tenderer

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". For Internal & External Use

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ANNEXURE B: PLACEMENT ON PANEL

Provinces	Diquers are to populate the ociow table in tun, wrattace and vallu information.	Tick in which Province you intend to tender for
1) LIMPOPO 2) MPUMALANGA 3) NORTH WEST 4) GAUTENG 5) KWA ZULU NATAL 6) EASTERN CAPE 7) FREE STATE 8) NORTHERN CAPE CAPE CAPE CAPE CAPE CAPE	Name Name	Provinces
2) MPUMALANGA 3) NORTH WEST 4) GAUTENG 5) KWA ZULU NATAL 6) EASTERN CAPE 7) FREE STATE 8) NORTHERN CAPE CAPE		1) LIMPOPO
3) NORTH WEST 4) GAUTENG 5) KWA ZULU NATAL 6) EASTERN CAPE 7) FREE STATE 8) NORTHERN CAPE 9) WESTERN CAPE CAPE	ration#	
4) GAUTENG 5) KWA ZULU NATAL 6) EASTERN CAPE 7) FREE STATE 8) NORTHERN CAPE CAPE CAPE CAPE CAPE	sical Address	3) NORTH WEST
KWA ZULU NATAL EASTERN CAPE FREE STATE NORTHERN CAPE WESTERN CAPE		4) GAUTENG
NATAL NATAL O) EASTERN CAPE T) FREE STATE S) NORTHERN CAPE		
0) EASTERN CAPE 7) FREE STATE 8) NORTHERN CAPE 9) WESTERN CAPE	: Iphone#	
7) FREE STATE 8) NORTHERN CAPE 9) WESTERN CAPE		
	uries)	FREE STATE