



# international relations & cooperation

Department:  
International Relations and Cooperation  
**REPUBLIC OF SOUTH AFRICA**

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Reference : **DIRCO 03/2023/2024**  
Enquiries : Mr S Molekoa; Mr N Seema; Mr T Munyai; Mr K Mokoro  
Telephone : 012 351 0362/ 9198/ / 8536/0915  
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 03/2023/2024**
2. **Invitation for bidder(s) to provide events safety officer services, structural engineering services, marquees with furnishing, sound, stage, artists, master of ceremonies, catering, generators, security, ablution facilities, bus services, a kiddies play area, emergency medical services, and cleaning services for the annual diplomatic funfair which will be held at the Union Buildings, Pretoria, on Saturday, 28 October 2023.**
3. Required at the Department of international Relations and Cooperation (OR Tambo Building)
4. **Closing date: 5 October 2023; 11 O'clock am**
5. **A non-compulsory virtual briefing session will be held on 20 September 2023 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.**
6. The attached documents consist of this cover page and the following pages.  
Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1 and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
  - Name and address of bidder
  - DIRCO Number
  - Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of **the above** conditions will result in **your bid being disqualified**.

Yours faithfully

  
**CHIEF DIRECTOR**

**DATE:** 13/09/2023

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentšana • Isebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking

# DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

**DIRCO 03-2023/24 Invitation for Bidder/s to provide events safety officer services, marquees with furnishing, sound, stage, artists, master of ceremonies, catering, generators, security, ablution facilities, bus services, a kiddies play area, emergency medical services, and cleaning services for the annual diplomatic funfair which will be held at the Union Buildings, Pretoria, on Saturday, 28 October 2023.**



## TERMS OF REFERENCE

**Invitation for Bidder/s to provide events safety officer services, marquees with furnishing, sound, stage, artists, master of ceremonies, catering, generators, security, ablution facilities, bus services, a kiddies play area, emergency medical services, and cleaning services for the annual diplomatic funfair which will be held at the Union Buildings, Pretoria, on Saturday, 28 October 2023.**

## **1. PURPOSE**

The Department of International Relations and Cooperation (DIRCO) intends to appoint a service provider/s that will provide events safety officer services, structural engineering services, marquees with furnishing, sound, stage, artists, master of ceremonies, catering, generators, security, ablution facilities, bus services, a kiddies play area, emergency medical services, and cleaning services for the annual diplomatic funfair which will take place on Saturday, 28 October 2023.

## **2. BACKGROUND AND CONTEXT**

DIRCO, through its Branch: Public Diplomacy will host the Diplomatic Funfair on 28 October 2023 at the Union Buildings, city of Tshwane. DIRCO has been hosting this event since the year 2006.

The event brings together various diplomatic missions accredited to South Africa to share, showcase, celebrate and promote cultural diplomacy through creative expressions such as arts, language, and global cuisine. The event will also showcase traditional music by participating countries.

Furthermore, the event will serve as a unique platform to inform the general public about diplomacy, South Africa's commitment to the African Agenda and the Republic's role as an active participant in the global arena in terms of its foreign policy objectives.

## **3. SCOPE OF WORK**

The terms of reference has been divided into 12 categories of services that will be required to host this all important event. Bidders may quote DIRCO on more than one category.

In cases where services will be sub-contracted, Bidders need to have concluded a valid agreement with his/her externally sourced service provider which will render service/s on behalf of the successful bidder.

## **4. DURATION**

The contract will remain in full effect until the successful bidder has delivered all goods and services and fulfilled all requirements as contained herein.

## **5. TASK DIRECTIVE**

DIRCO will brief the Bidder/s on the work required during a Non-compulsory briefing session which will be held on a date yet to be confirmed. The Bidder/s will then be required to submit a comprehensive proposal and project plan on the execution of all the goods and services as prescribed herein. The proposal and project plan must, among others, clearly indicate dates, timeframes, and the manner in which the services will be rendered.

DIRCO will consider each separate proposal based on the Bidder/s overall compliance with the terms and conditions contained herein and the financial implications attached thereto.



## 6. SPECIFICATIONS

### 6.1 CATEGORY A: Event Safety Officer

DIRCO requires the services of a qualified Event Safety Officer who will be responsible for all Health & Safety risks and processes associated with the hosting of the event.

6.1.1 The Safety Officer must be registered with the South African Institute of Occupational Safety and Health (SAIOSH)

The Safety Officer will also assist with the following:

6.1.2 Consolidation and Inspection of operational plans/ files submitted by all service providers appointed.

6.1.3 Assist with the submission and application of all the necessary compliance plans/ files to the City Joint Operations Committee 'JOC' for approval (i.e. fire rationale, disaster plan, venue fitness certificate etc.)

6.1.4 Identify and assess hazards, risks and control measures for all structures and activities onsite.

6.1.5 Co-ordinating the various suppliers' construction activities on site

6.1.6 Ensure that Suppliers (onsite) are working in a safe manner and ensure that they wear the correct PPE.

6.1.7 Ensure overall safety of the entire event.

NO.	Item	Quantity	Purpose	Additional Requirements
A.	Event Safety Officer	1	Consolidation and Inspection of operational plans/ files submitted by all service providers appointed	<ul style="list-style-type: none"> <li>Safety officer should be familiar with safety points of the Union Buildings,</li> <li>Safety Officer must be familiar and comply with the City of Tshwane Regulations.</li> <li>Consolidation and Inspection of operational plans/ files submitted by all service providers appointed.</li> <li>Attend the ESPC Meeting</li> <li>Assist with the submission and application of all the necessary compliance plans/ files to the City Joint Operations Committee 'JOC' for approval (i.e: disaster plan, venue fitness certificate etc).</li> <li>Identify and assess hazards, risks and control measures for all structures and activities onsite.</li> <li>Co-ordinating the various suppliers construction activities on site</li> <li>Ensure that Suppliers (onsite) are working in a safe manner,</li> <li>Safety officer ensure that all the certificates are available on the day of the event.</li> <li>Ensure that all fire extinguishers are allocated in each and every area of requirement. (i.e marquees and generators)</li> <li>Ensure overall safety of the entire event. The event File must be available in the VOC marquee on the day.</li> <li>Opening of a blue file.</li> <li>fire rationale.</li> <li>Drawings, layout and designs illustrating all structural requirements.</li> <li>Rational design and structural plans for stages, marquees and stalls.</li> <li>Evacuation and Emergency assembly points must be included in the layout plan.</li> </ul>
			Appointment of the Structural	

			Engineering Services to perform the following task.	<ul style="list-style-type: none"> <li>All structural plans and layouts must be in compliance with the City of Tshwane Regulations (Building control).</li> <li>All structural plans and layouts must be in compliance with the health and safety legislation.</li> <li>The Engineer should adhere to the Electricity and fire compliance regulations with the City of Tshwane regulations.</li> <li>All structural layouts and Fire &amp; Safety plans should be presented by the Engineer and approved by the relevant body at the City of Tshwane (Building Control).</li> </ul>
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## 6.2 CATEGORY B: Marquees

The Successful Bidder/s that will provide Marquees will need to adhere to the structural and safety requirements as determined in terms of the Engineering Profession Act 2000 (Act No. 46 of 2000).

- 6.2.1 All electrical connections and/or cables must be properly sealed and adhere to safety requirements as per the above-mentioned piece of legislation.
- 6.2.2 All structures must be equipped with fire extinguishers and signage.
- 6.2.3 No open fires will be allowed within a parameter of 200 meters of all structures.
- 6.2.4 The Bidder/s must be in possession of a Public Liability insurance certificate with a minimum of one million rand (R 1000 000.00).

NO.	Item	Size	Purpose	Additional Requirements
A.	X80 High/Snow Peak Exhibition tents (supported by Aluminium frames)	<u>Dimensions:</u> 3m(deep) X3m(wide)  <b>N.B.: All Stalls must be of a uniform design and have flooring.</b>	To showcase all participating Embassies in alphabetical order	<ul style="list-style-type: none"> <li>X160 1.8m tables (<i>two tables per stall</i>)</li> <li>X320 Heavy Duty Plastic Chairs (<i>four chairs per stall</i>)</li> <li>Grass Carpet for each stall</li> <li>X80 110v electrical socket points (<i>one per stall</i>)</li> <li>X80 240v spotlights (<i>one for each stall</i>)</li> <li>X80 Fire Extinguishers - 1kg (<i>one per stall</i>)</li> <li>X80 Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>

B.	VIP Bedouin Tent with flooring	20m x 15m	To host Ministers, Heads of Missions, Senior Government officials and Captains of Industry	<ul style="list-style-type: none"> <li>• X12 lounge pockets (<i>each seating 8 people</i>)</li> <li>• X16 long plinth tables (<i>each seating 6 people</i>)</li> <li>• X96 high cocktail chairs accompanying the plinth tables</li> <li>• X10 Café style/ garden set-up (<i>each seating 4 people</i>)</li> <li>• X10 Electrical socket points</li> <li>• X10 240v spotlights</li> <li>• Carpet</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul> <p><u>Décor props:</u></p> <ul style="list-style-type: none"> <li>• Fresh floral centre pieces and votives for all tables</li> <li>• Cushions for lounge pockets</li> <li>• Rugs for lounge pockets</li> <li>• Draping</li> <li>• High powered performance floor standing Air conditioners x2</li> </ul>
C.	United Nations Agency Marquee	10m x 10m	To showcase 17 UN agencies	<ul style="list-style-type: none"> <li>• X17 1.8m tables</li> <li>• X34 Heavy Duty Plastic Chairs</li> <li>• Grass Carpet</li> <li>• X17 electrical socket points</li> <li>• X17 240v spotlights</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>
D.	Government Departments Marquee	20m (wide) x 10m (deep)	To host government departments/ Provinces	<ul style="list-style-type: none"> <li>• X20 1.8m Tables</li> <li>• X40 Heavy Duty Plastic Chairs</li> <li>• X15 High Cocktail tables with fresh floral centre pieces</li> <li>• X10 Electrical socket points</li> <li>• X10 240v Spotlights</li> <li>• Grass Carpet</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>
E.	Small, Medium and Micro Enterprises (SMME) Marquee	20m (wide) x 5m (deep)	To host X10 Small, Medium and Micro Enterprises	<ul style="list-style-type: none"> <li>• X20 1.8m Tables</li> <li>• X40 Heavy Duty Plastic Chairs</li> <li>• X10 Electrical socket points</li> <li>• X10 240v Spotlights</li> <li>• Grass Carpet</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> <li>•</li> </ul>
F.	Artists Marquee ( <i>Holding room</i> )  <u>To be divided into three:</u> a) Lounge Area b) Two changing rooms (1 Female and 1 Male)	2X tents One should be 15m x 5m partitioned into 5 including a lounge area. Second one 10m x 5m partitioned 2	To provide changing rooms for artists as well as a lounge area.	<p><u>X3 Lounge Area</u></p> <ul style="list-style-type: none"> <li>• X3 Lounge pockets (<i>each seating 6 people</i>)</li> <li>• Grass Carpet</li> <li>• X2 Electrical socket points</li> <li>• X2 240v spotlights</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>

		<i>male and female.</i>		X4 changing rooms Each room must have. <ul style="list-style-type: none"> <li>X1 Long mirror on stand (1.5m x 0.8m)</li> </ul>
G.	Medical Marquee (to be divided into two; female and male consultation room)	6m x 6m	First aid/Emergency Response	<ul style="list-style-type: none"> <li>X2 1.8m tables</li> <li>X4 Heavy Duty Plastic Chairs</li> <li>X2 electrical socket points</li> <li>Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>
H.	Venue Operations Centre (VOC) Marquee	4m x 4m	VOC operation centre	<ul style="list-style-type: none"> <li>X2 1.8m tables</li> <li>X4 Heavy Duty Plastic Chairs</li> <li>Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> <li>Barrier Fence surrounding the VOC Marquee. Fence must be at minimum 2m height.</li> </ul>
I.	Marquee for Catering purposes	8m x 8m	Storage and operating room for catering company	<ul style="list-style-type: none"> <li>X6 1.8 tables</li> <li>X8 Heavy Duty Plastic Chairs</li> <li>Flooring</li> <li>X4 electrical socket points</li> <li>X2 240v spotlights</li> <li>Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>

### 6.3 CATEGORY C: Stage, Sound, Full Backline and Audio Visual

- 6.3.1 The Bidder must adhere to the structural and safety requirements of the appointed structural engineer.
- 6.3.2 All electrical cables must be properly secured.
- 6.3.3 All structures must be properly constructed with re-enforcement bars to withstand any weather conditions.
- 6.3.4 Set-up of Stage, Sound and Backline must be complete 24 hours prior to the event for the purposes of facilitating sound checks.
- 6.3.5 The Bidder/s must be in possession of a public liability insurance certificate with a minimum of one million rand (R1 000 000.00).

No.	Item	Size	Description
A.	Full House Stage with Dome roof and screen as backdrop  Fencing around the staged and the delay tower.	12m (wide) x 8m (deep) x 1m (height)	<p><u>Stage</u></p> <ul style="list-style-type: none"> <li>Stage should include a dome roof</li> <li>Stage should include stairs &amp; a ramp</li> </ul> <p><u>Branding</u></p> <ul style="list-style-type: none"> <li>8m wide digital screen for branding purposes</li> </ul> <p><u>Powering</u></p> <ul style="list-style-type: none"> <li>Stage power must include a multi-plug socket at DJ/Keys performance position!</li> <li>Sufficient XLR and Jack-Jack cables to be provided for all channel list items.</li> <li>Allow for more fixtures of higher output for a big stage</li> </ul> <p><u>Rigging</u></p> <ul style="list-style-type: none"> <li>All equipment should be rigged and cabled at the time of the sound check</li> </ul>

			<ul style="list-style-type: none"> <li>Take all safety precautions when rigging overhead</li> </ul> <p><u>Branding for Speaker Towers</u></p> <p>The service provider will be required to print the following branding material:</p> <ul style="list-style-type: none"> <li>Speaker tower Banners</li> </ul> <p><b>(Artwork will be provided by DIRCO)</b></p>
B.	Sound	<ul style="list-style-type: none"> <li><b>Public Address System for Mass Outdoor Events</b> <ul style="list-style-type: none"> <li>The PA system must be of high quality and the equivalent of; JBL/ EAW/ L-Acoustics/ Meyer/ ECLER/ HK/ D&amp;B</li> <li>No Behringer, Wharfedale or homemade boxes will be accepted!</li> <li>The system must be efficient, time-aligned and powered to provide at least 100dB SPL of good, clean, undistorted sound reproduction at the venues' rear seats.</li> <li>Speakers and Columns are not to be placed in a manner that would obstruct the performer's view from stage nor should it obstruct the audience's view of the stage.</li> <li>Subs are NOT to be mounted on the stage, but on the ground in front or flown in line-array.</li> <li>Amplifiers should be on dedicated power with sufficient amperage to maintain an uninterrupted performance and not be inhibited by existing installations, such as FRIDGES etc. No Behringer Amplifiers!</li> </ul> </li> <li><b>Full Backline (Technical rider)</b></li> <li><b>Front of House (FoH) Control</b> <ul style="list-style-type: none"> <li>Digital Consoles the equivalent of Yamaha CL3/ M7/ LS9/ Sound Craft Vi/Si/Expression 3</li> <li>All FOH gear needs to be of high quality and in perfect working order.</li> </ul> </li> </ul>	
C.	X2 Outdoor Daylight LED Screens on either side of the stage	5m (wide) x 3m (height)	<p>Outdoor Daylight LED Screens with live feed ability</p> <p>Quantity: X2 Screens</p>
D.	Fencing around: <ul style="list-style-type: none"> <li>Stage Speaker Towers</li> <li>Delay Tower.</li> </ul>	Fence must be at minimum 2m height, and must surround the entire Stage vicinity, Speaker towers and serve as a crowd barrier.	Barrier fencing for Stage surround, Speaker Towers and crowd control

#### 6.4 CATEGORY D: Artists and a Master of ceremonies (MC)

6.4.1 Bidders are required to provide live entertainment as per the below specifications.

No.	Item	Description	Quantity
A.	<b>Live performance by a renowned South African Hip-Hop Artist.</b>	<p>Suppliers are requested to quote us on <u>one (1)</u> of the following Hip-Hop Artists.</p> <ul style="list-style-type: none"> <li>Big Zulu (or)</li> <li>Casper Nyovest (or)</li> <li>K.O (or)</li> <li>Nasty C (or)</li> <li>Kwesta (or)</li> <li>Focalistic</li> </ul> <p><b>Duration: 30 Minutes</b></p>	X1



		<b>N.B.: Artists will be required to perform between 12h00 and 16h00, pending their availability/schedule</b>	
B.	<b>Live performance by two Afro music/House Music/Mapiano Artist</b>	<p>Suppliers are requested to quote us on <u>two (2)</u> of the following Afro music/House Music Artists.</p> <ul style="list-style-type: none"> <li>• Makhadzi (or)</li> <li>• De Mtuda (or)</li> <li>• Nkosazana Daughter (or)</li> <li>• Musa keys (or)</li> <li>• Ami Faku</li> </ul> <p><b>Duration: 30 Minutes each</b></p> <p><b>N.B.: Artists will be required to perform between 12h00 and 16h00, pending their availability/schedule</b></p>	X2
C.	<b>Disc jockey (DJ)</b>	<p>Suppliers are requested to quote us on one (1) of the following DJ's;</p> <ul style="list-style-type: none"> <li>• Mass Music (or)</li> <li>• Kabza de Small (or)</li> <li>• Sun-EL musician (or)</li> <li>• DJ Zinhle (or)</li> <li>• Murdah Bongz (or)</li> <li>• DJ Waffles (or)</li> <li>• Durban Gogo</li> </ul> <p><b>Duration: 60 Minutes</b></p> <p><b>The DJ will be required to perform from 16h00 – 17h00</b></p>	X1
D.	<b>Master of Ceremonies (MC)</b>	<p>Suppliers are requested to quote us on one (1) of the following MC's;</p> <ul style="list-style-type: none"> <li>• Peter Mashata (or)</li> <li>• Sicelo Buthelezi (or)</li> <li>• Alphi Mkhwanazi (or)</li> <li>• Mashabela Galane</li> </ul> <p><b>Duration: 12h00 – 17h00</b></p>	X1

#### 6.5 CATEGORY E: Ablution Facilities (Mobile Toilets)

- 6.5.1 The total quantity of required Mobile toilets must be delivered on site one (1) day ahead of the event taking place.
- 6.5.2 **Ten (10) standard mobile toilets will be required on site from Wednesday (25 October 2023), for suppliers who will be building structures.** Dedicated janitors must be deployed daily, from Wednesday, 25 October 2023, 08:00 to 18:00 for the purpose of refreshing and replenishing the ablution facilities on **an hourly basis**.
- 6.5.3 Dedicated janitors must be deployed on the day of the event from 08:00 to 18:00 for the purpose of refreshing and replenishing the ablution facilities on **an hourly basis**. This includes cleaning, replenish toilet paper, soap, and sanitiser.
- 6.5.4 Provide sanitary bins for female toilets.
- 6.5.5 The toilet waste must be disposed of at a licensed wastewater treatment facility.
- 6.5.6 The Bidder/s must provide a valid waste disposal permit/certificate.

Ablution facilities are required as follows:

No.	Item	Quantity
A.	VIP Toilets	X10 (X3 Male & X7 Female)
B.	VIP Paraplegic toilets	X1
C.	Standard mobile toilets	X44 (X10 Male & X34 Female)
D.	Standard Paraplegic toilets	X4
E.	Kiddies mobile toilets	X4

#### 6.6 CATEGORY F: Generators and Power Supply

- 6.6.1 Generators to be delivered and connected on site two days leading up to the event.  
 6.6.2 All cables must be covered in line with the safety and regulation policies  
 6.6.3 Each Generator must be accompanied by a fire extinguisher  
 6.6.4 The service history for all eight (8) generators will be requested from the Successful Bidder.  
 6.6.5 Two (2) operators must be onsite on the day of the event from 07:00 – 18:00  
 6.6.6 One generator should be operational the day before the event from 16:00 till midnight.

Generators are required as follows:

No.	Item	Quantity
A.	150kw Mobile generators	X8  <i>(generators will be dedicated to the Sound, Stage, Catering Marquee, Stalls, OB Van, Kiddies area)</i>  <b>N.B.: The permitted noise level for each generator should be no more than 45 decibels dB(A)</b>

#### 6.7 CATEGORY G: Catering

- 6.7.1 The Bidder/s under this category must possess valid Health and Halaal Certificates  
 6.7.2 The Bidder/s under this category must provide Kosher and Halaal meals as indicated in the below specifications  
 6.7.3 The Bidder/s under this category will be required to demonstrate a comprehensive distribution plan  
 6.7.4 A food tasting session will also be held with the Bidder/s a month leading up to the event.

##### Specifications

No.	Catering required	Quantity	Description
A.	VIP Hospitality Marquee and Artist	X400 Guests	<p><b>*10%Vegetarian, 10% Halaal and 4% plated Kosher meals</b></p> <p><b>N.B.: The below menu is meant to serve as a guideline.</b></p> <p><b><u>Selection of Hot and Cold Bowl Food and Canapés</u></b></p> <ul style="list-style-type: none"> <li>• Barbeque Chicken Drumsticks</li> <li>• Pork riblets</li> <li>• Samosas (Meat and Vegetarian)</li> <li>• Meatballs in BBQ sauce</li> <li>• Fish Goujons</li> <li>• Coronation Chicken Wraps.</li> <li>• Cocktail Mediterranean Vegetable Kebabs</li> <li>• Cocktail Beef sausages</li> <li>• Mixed Cocktail Sweet Tartlets</li> <li>• Prawn and Dill cigar</li> <li>• Chicken pea samosas</li> </ul>

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			<ul style="list-style-type: none"> <li>• Vegetable spring rolls</li> <li>• Mini spinach and feta pizza</li> <li>• Lemon and Herb Chicken kebabs</li> <li>• Mini Cape Malay pie</li> <li>• Teriyaki Beef Satay</li> <li>• Mini Beef Wellington</li> <li>• Soy and Honey chicken winglets</li> <li>• Fruit skewers</li> </ul> <p><b><u>VIP Buffet inclusive of:</u></b></p> <ul style="list-style-type: none"> <li>• Basmati rice</li> <li>• Pap</li> <li>• Grilled chicken leg quarters</li> <li>• Beef wellington</li> <li>• Oxtail</li> <li>• Roasted vegetables,</li> <li>• Potato salad</li> <li>• Greek salad</li> <li>• Fruit skewers</li> <li>• Ice cream magnum)</li> </ul> <p><b><u>Beverages</u></b></p> <ul style="list-style-type: none"> <li>• X800 Assorted Soft drinks (X4 p/p)</li> <li>• X400 100% Assorted fruit juices 350ml (X3 p/p)</li> <li>• X600 Still water (X3 p/p)</li> <li>• X100 Sparkling water</li> <li>• X100 White (Paul Cluver sauvignon blanc and chardonnay)</li> <li>• X100 Red wine (Merlot and cabernet sauvignon klein Goederus)</li> </ul>	
B.	<b>Government Department/ Officials</b>	<b>Province</b>	X50	<p><b><u>Pre-packed lunch inclusive of:</u></b></p> <ul style="list-style-type: none"> <li>• Bread Roll</li> <li>• Grilled chicken leg quarter</li> <li>• Potato salad</li> <li>• Chakalaka</li> </ul> <p><b><u>Beverages</u></b></p> <ul style="list-style-type: none"> <li>• X100 Assorted Soft drinks (X2 p/p)</li> <li>• X100 100% fruit juices 350ml (Assorted) (2 p/p)</li> <li>• X150 Still water (X3 p/p)</li> </ul>
C.	<b>Deployed officials</b>		X50	<p><b><u>Buffet inclusive of:</u></b></p> <ul style="list-style-type: none"> <li>• Pap</li> <li>• Basmati rice</li> <li>• Grilled chicken leg quarters</li> <li>• Beef wellington</li> <li>• Potato salad</li> <li>• Chakalaka</li> <li>• Greek salad</li> <li>• Fruit skewers</li> </ul> <p><b><u>Beverages</u></b></p> <ul style="list-style-type: none"> <li>• X100 Assorted Soft drinks (X2 p/p)</li> <li>• X100 100% fruit juices 350ml (Assorted) (X1 p/p)</li> <li>• X200 Still water (X3 p/p)</li> </ul>

D.	<b>Deployed Officials and VOC members</b>	X70	<p><u>Buffet inclusive of:</u></p> <ul style="list-style-type: none"> <li>• Pap</li> <li>• Basmati rice</li> <li>• Grilled chicken leg quarters</li> <li>• Beef wellington</li> <li>• Potato salad</li> <li>• Chakalaka</li> <li>• Greek salad</li> <li>• Fruit skewers</li> </ul> <p><u>Beverages</u></p> <ul style="list-style-type: none"> <li>• X140 Assorted Soft drinks (X2 p/p)</li> <li>• X140 100% fruit juices 350ml (Assorted) (X1 p/p)</li> <li>• X210 Still water (X3 p/p)</li> </ul>
E.	<b>Kiddies Area</b>	X 200	<ul style="list-style-type: none"> <li>• Hotdog rolls</li> <li>• Mini Burgers</li> <li>• Slash puppy</li> <li>• Candy floss</li> <li>• Popcorn</li> </ul>
F.	<b>Mass Catering</b>	<p>1,300 food packs</p> <p>(50% Beef option) (50% Chicken option)</p> <p><i>(For guests being bussed in from in and around Pretoria)</i></p>	<p><u>Pre-packed Lunch</u></p> <p>Packs should be inclusive of :</p> <ul style="list-style-type: none"> <li>• Polony Sandwich (<i>two slices per pack</i>)</li> <li>• Apple (<i>one per pack</i>)</li> <li>• 100% Fruit juice (<i>one per pack</i>)</li> <li>• Still water (<i>one per pack</i>)</li> </ul>

#### **CATEGORY H: Security and Collapsible Fencing**

- 6.8.1 Only Bidders registered with the Private Security Industry Regulatory Authority (**PSIRA**) will be considered.
- 6.8.2 The Bidder/s must be in possession of a public liability insurance certificate.
- 6.8.3 The Bidder/s will be required to Enforce, Implement and Aide CLIENT rules, policies and regulations relative to maintenance of security and safety.
- 6.8.4 The Bidder/s will be required to coordinate with the CLIENT representative who handles building's security operations with regards to the security guidelines of the CLIENT and other related matters pertaining to the safety and security of employees, guests, visitors and CLIENT properties.
- 6.8.5 The Security officers will be responsible for safeguarding all structures assembled for the event.
- 6.8.6 The Security officers will be responsible for safeguarding all persons such as; Employees, Guests, Visitors, Suppliers and Contractors going in and out of the CLIENT building premises.
- 6.8.7 The Bidder must have experience in Security services for Mass-based events

#### **The Security Officers will be deployed as follows:**

No.	Date	Number of officers required	Hours
A.	Day 1 (Wednesday, 25/10/2023)	5	06:00 – 06:00 (24 Hours)
B.	Day 2 (Thursday, 26/10/2023)	5	06:00 – 06:00 (24 Hours)
C.	Day 3 (Friday, 27/10/2023)	10	06:00 – 06:00 (24 Hours)
D.		50	06:00 – 18:00 (12 Hours)

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	Day 4 (day of the event – Saturday, 28/10/2023)	10	18:00 – 06:00 (12 Hours)
E.	Day 5 (Sunday, 29/10/2023)	10	06:00 – 17:00 (11 Hours)
F.	<b>1,2 low and 2,2 high steal collapsible fencing with cable ties for all.</b>		1500M The fencing will be for <ul style="list-style-type: none"> <li>• Generators</li> <li>• Kiddie's area</li> <li>• Voc marque</li> <li>• Front and back Stage</li> <li>• Delay tower</li> <li>• Man on Horse (Stature)</li> </ul>

**N.B.: The Successful Bidder/s will be required to attend preparatory meetings arranged by DIRCO and the Security Cluster Committee. Meetings will be convened at DIRCO.**

**6.9 CATEGORY I: Kiddies Play Area and Foldable Picnic table**

- 6.9.1 DIRCO requires for Bidder/s to provide a kiddies play area for the Diplomatic Funfair.
- 6.9.2 The successful Bidder/s MUST have a certified Early Childhood Development (ECD) daycare center accredited/recognized by the Department of Social Development.
- 6.9.3 The Successful Bidder/s must provide twelve (12) qualified child minders.
- 6.9.4 The Successful Bidder/s will be allocated space at the venue for set-up.
- 6.9.5 The Successful Bidder/s will be required to display a visible Notice that speaks to: Age restriction AND that all children should be accompanied and monitored by an adult when entering the playground. Although there will be child minders onsite, DIRCO will not be held accountable for any injuries incurred or missing children.
- 6.9.6 The Successful Bidder/s will be required to provide child minders that have appropriate ECD qualification, skills and training.
- 6.9.7

No.	Item	Specifications	Quantity
A.	Kiddies play Area  <i>(To serve as kiddies playground)</i>	<ul style="list-style-type: none"> <li>• Inflatable Mini soccer arena with target nets and soccer balls</li> <li>• Giant Inflatable Obstacle Course</li> <li>• Super Dupa 5 Giant Slide Size: 6000mm x 2150mm x 2850mm</li> <li>• Adventure Combo Jumping Castle Size: 2000mm x 2700mm x 4000mm</li> <li>• Inflatable 11 in 1 play centre with no pool Size: 4450mm x 3850mm x 2500mm</li> <li>• Inflatable sumo wrestling costumes with mat</li> <li>• Face painters</li> <li>• Child minders/ Supervisors</li> </ul>	<ul style="list-style-type: none"> <li>X1</li> <li>X1</li> <li>X1</li> <li>X1</li> <li>X1</li> <li>X2</li> <li>X4</li> <li>X12</li> </ul>

B.	Foldable Picnic Tables with Benches  <i>(To be placed on the picnic area)</i>	<ul style="list-style-type: none"> <li>• Size: 1.5 x 1.8m (each)</li> <li>• Durable Plastic</li> <li>• Steel legs that hold up to 500kg.</li> <li>• Rectangular table with 2 attached benches</li> <li>• Inclusive of umbrella in the centre of the table</li> <li>• Seats 8 people</li> <li>• Umbrella hole U.V. resistant</li> <li>• Colour: White</li> </ul>	<ul style="list-style-type: none"> <li>• X10</li> </ul>
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#### 6.10 CATEGORY J: Buses

6.10.1 DIRCO requires reputable service provider to provide Bus services to transport community members and students from disadvantaged communities in and around Pretoria to the event.

6.10.2 The Bidder/s must be in possession of a public liability insurance certificate.

6.10.3 The Bidder/s must attach valid Driver's Professional Drivers Permits

6.10.4 Capacity of Busses : 65 seater

6.10.5 Number of Busses : 20

#### Pick-up points and schedule

Bus Pick-up points Annual Diplomatic Fair 2022					
Departure			Return		
Pick-up points	Time	Drop-off	Pick-up points	Time	Drop-off points
<u>Mamelodi (3)</u> <ul style="list-style-type: none"> <li>• X1 Bus Mamelodi Community Hall</li> <li>• X1 Bus Extension 10 RDP Houses</li> <li>• X1 Bus</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<u>Mamelodi (3)</u> <ul style="list-style-type: none"> <li>• X1 Bus Mamelodi Community Hall</li> <li>• X1 Bus Extension 10 RDP Houses</li> <li>• X1 Bus</li> </ul>
<u>Nellmapius (1)</u> <ul style="list-style-type: none"> <li>• X1 Bus</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<u>Nellmapius (1)</u> <ul style="list-style-type: none"> <li>• X1 Bus</li> </ul>
<u>Refilwe (1)</u> X1 Bus	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<u>Refilwe (1)</u> X1 Bus
<u>Atteridgeville (1)</u> X1 Bus	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<u>Atteridgeville (1)</u> X1 Bus
<u>Hamanskraal (2)</u> X2 Buses	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<u>Hamanskraal (2)</u> X2 Buses

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<b>Soshanguve (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus Falala and Transfer</li> <li>• X1 Bus Block TT Circle &amp; Extension 4</li> <li>• X1 Bus Block X Community Centre</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<b>Soshanguve (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus Falala and Transfer</li> <li>• X1 Bus Block TT Circle &amp; Extension 4</li> <li>• X1 Bus Block X Community Centre</li> </ul>
<b>Ga-Rankuwa (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus Old RDP Houses</li> <li>• X1 Buses Tsunami</li> <li>• X1 Bus Tailors Spar</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<b>Ga-Rankuwa (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus Old RDP Houses</li> <li>• X1 Buses Tsunami</li> <li>• X1 Bus Tailors Spar</li> </ul>
<b>Mabopane (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus Bheki Square</li> <li>• X1 Bus Odi Hospital</li> <li>• X1 Bus Tsibogo School/Block U, UX</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<b>Mabopane (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus Bheki Square</li> <li>• X1 Bus Odi Hospital</li> <li>• X1 Bus Tsibogo School/Block U, UX</li> </ul>
<b>Winterveldt (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus CBD Vuma Crossing</li> <li>• X1 Bus Slovo Circle and Slovo Power</li> <li>• X1 Bus Jakalasdans</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	18h00	<b>Winterveldt (3)</b> <ul style="list-style-type: none"> <li>• X1 Bus CBD Vuma Crossing</li> <li>• X1 Bus Slovo Circle and Slovo Power</li> <li>• X1 Bus Jakalasdans</li> </ul>

#### 6.11 CATEGORY K: On-site Emergency Medical Services

6.11.1 The Bidder/s must provide proof of Certification to render Emergency Medical Services for Mass Based Events. i.e.: An operating licence to provide services for events.

Pre-event for build-up (25 – 27 October 2023) Post-event for strike down (29 October 2023)		
No.:	Item required	Quantity
A.	Ambulance	X1
B.	EMS Members/ Personnel	X2
Day of Event (Saturday, 28 October 2023)		
No.:	Item required	Quantity
C.	Ambulances	X2
D.	EMS Members/ Personnel	X4

E.	Basic Life Support Personnel	X2
F.	Intermediate Life Support Personnel	X2
G.	Advanced Life Support Personnel (On call)	X1
H.	Small Medical tent (on-site)	X1
<b>Important: EMS supplies must include the following:</b>		
<ul style="list-style-type: none"> <li>Allergy treatment supplies</li> <li>Hydration treatment supplies</li> </ul>		

The Emergency services will be required as per the following schedule:

DATE	TIME	ACTIVITY
Friday, 27 October 2023	To be on standby from 08H00 – 18H00	<b>Build-up to the event</b> – Construction of Marquees, Stage and etc by service providers, and – Dry-run with all stakeholders, i.e.: exhibitors
Saturday, 28 October 2023	On-site from 08H00 – 18H00	Actual event
Sunday, 29 October 2023	To be on standby from 08H00 – 13H00	<b>Post-event</b> – Strike-down of structures

<b>The following will be required from the successful Service Provider:</b>		
<ul style="list-style-type: none"> <li>Provide a Medical Operational Plan</li> <li>Provide copies of valid HPCSA registration cards of the medical personnel to be deployed</li> <li>Provide certified copies of valid PDPs of Ambulance drivers</li> <li>Proof of notification of the event to nearby Hospitals (post appointment)</li> <li>Attend Joint Operations Committee (preparatory) meetings, chaired by the SAPS, at the DIRCO Offices</li> </ul>		

#### 6.12 CATEGORY L: Cleaning Services

DIRCO seeks to secure a reputable company to assist with cleaning services, which will be required on the day of the event (Saturday, 28/10/2023) as well as post the event (Sunday, 29/10/2023). a

- The Bidder/s must attach proof of waste transportation permit .

No.:	Services required	Quantity
A.	<ul style="list-style-type: none"> <li>Cleaning up of litter (<i>picking-up and disposal of papers, food packets, bottles etc.</i>)</li> <li>Disposal of litter in an environmentally responsible manner</li> <li>Ensure that the Union Building Grounds are kept clean/ litter free on the following days: <u>Day of the event:</u> Saturday, 28 October 2023, (06h00 – 18h00) <u>Post-event:</u> Sunday, 29 October 2023, (06h00 – 12h00)</li> </ul> <p>The successful Service Provider must provide the following:</p> <ul style="list-style-type: none"> <li>Metal Skip Bin (must be delivered on-site on Friday, 27 October 2023),</li> <li>Disposal bags and</li> <li>Cleaning equipment</li> </ul> <p><b>N.B.: All cleaning personnel must be in Uniform for identity purposes</b></p>	X2 Days  <ul style="list-style-type: none"> <li><b>Saturday 20 cleaners</b></li> <li><b>Sunday 10 cleaners</b></li> </ul>

#### 7. VALIDITY OF PERIOD OF BIDS

7.1 Validity period is from the date of closure: 120 days



## 8. EVALUATION METHODOLOGY.

The Bid must be properly submitted on or before the closing date and time specified on the invitation, fully completed in ink (as per all standard conditions of tender).

Bidders must comply with all special/and or/general conditions and responsiveness criteria which are as follows:

**A Non-Compulsory Briefing Session is scheduled to take place on Wednesday 20 September 2023.**

### 8.1 Responsive Criteria

Minimum requirements that must be met by bidders in order to qualify for the next stage of evaluation.

#### Requirements

##### Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification	
Registration on Central Supplier Database (CSD)	<b>YES</b>	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.  Submit proof of registration
Completed and signed Standard Bid Documents SBD1 and SBD 4  In case of Joint Venture arrangement, all bidders/members must also submit all the mandatory documents	<b>YES</b>	In the event the bidder fails to submit the completed documents at the time of submitting the proposal, a Bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidder
Completed and signed Standard Bid Document SBD 3.1	<b>YES</b>	It is expected that the bidder/s will provide a detailed costing which will itemize all costs on services related to the required service as indicated in the specifications
Preference Point Claim Form – SBD 6.1	<b>NO</b>	Completed and signed SBD 6.1 B-BBEE points will be allocated to bidders on submission of the following documentation or evidence: <ul style="list-style-type: none"> <li>• A duly completed and signed Preference Point Claim Form: SBD 6.1; and</li> <li>• B-BBEE Certificate or a sworn affidavit</li> </ul> Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting the BBEE points

Valid waste disposal permit/certificate (Category E and L)	YES	
Valid Municipal Certificate of Acceptability/ Health Certificate (Category G)	YES	
Halaal and Kosher certificates, in cases where the service provider does not have the certificates, a confirmation letter and halaal and Kosher certificates from their service provider where halaal and Kosher food will be sourced – (Category G)	YES	
A Public liability certificate of a minimum of One Million Rand (Category A, B, C, D, I, K)	YES	
Company Membership / affiliation with professional and regulatory bodies such as Security Industry Association (PSIRA), proof to be submitted (Category H)	YES	
Proof of certified Early Childhood Development (ECD) daycare center accredited/recognized by the Department of Social Development. (Category I).	YES	
Proof of child minders' Early Childhood Development qualification. (Category I)	YES	
Submission of road worthy certificate for all required buses (Category J)	YES	
Proof of valid EMS Operating License Certificate (Category K)	YES	
Valid Professional Accreditation Certificates and/or cards from HPCSA (Category K)	YES	
Submission of the Driver's Professional Drivers Permit (PrDP) (Category J & K)	YES	

**Note: Bidder/s failing to comply with or submit any of the above information will be regarded as submitting a non-responsive bid and will be disqualified.**

## 8.2 Functionality Criteria

### 8.2.1 Phase 2: Functionality Criteria

8.2.2 A panel will evaluate all proposals for functionality

8.2.3 A Bidder or Bidders and its partner/sub-contractor that scores less than 60% in respect of functionality will be regarded as having submitted a non-responsive bid and will be disqualified.

8.2.4 A bid proposal shall only be deemed accepted once written notice is given by DIRCO to the successful Bidder/s and a contract has been signed and entered into by the duly authorised representatives of both parties. The successful Bidder/s shall be held solely and jointly liable for non-compliance with any of the provisions contained in this TOR and contract by his/her/its partner/s and/or sub-contractor/s.

The evaluation criteria and its respective weights include the following:

Criteria		Weight										
<b>CATEGORY A: Event Safety Officer</b>												
<b>Experience</b>	Minimum of seven (7) years' experience as an Events Safety Officer.	<b>100</b>										
	<p>The bidder(s) are requested to provide CV's of an event safety officer (CV detailing relevant experience.</p> <p>Minimum of five (7) years' experience in the events safety field.</p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>CV attached with relevant experience of 5 years' experience or less</td> <td>1</td> </tr> <tr> <td>CV attached with relevant experience 6 years' experience</td> <td>2</td> </tr> <tr> <td>CV attached with relevant experience 7 years' experience</td> <td>3</td> </tr> <tr> <td>CV attached with relevant experience 8 years' experience</td> <td>4</td> </tr> <tr> <td>CV attached with relevant experience More than 8 years' experience</td> <td>5</td> </tr> </table>	CV attached with relevant experience of 5 years' experience or less	1	CV attached with relevant experience 6 years' experience	2	CV attached with relevant experience 7 years' experience	3	CV attached with relevant experience 8 years' experience	4	CV attached with relevant experience More than 8 years' experience	5	<b>60</b>
CV attached with relevant experience of 5 years' experience or less	1											
CV attached with relevant experience 6 years' experience	2											
CV attached with relevant experience 7 years' experience	3											
CV attached with relevant experience 8 years' experience	4											
CV attached with relevant experience More than 8 years' experience	5											
<b>Capability</b>	<p>Provide proof of having provided structural engineering services for mass-based events in the past.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s from a contactable client/s.</b> The letter must include the following to be deemed valid.</p> <ul style="list-style-type: none"> <li>• Company name</li> <li>• A brief description of the services that you provided</li> <li>• contact details</li> <li>• duration of contract</li> <li>• The letter must be signed</li> </ul> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>1 Testimonial</td> <td>1</td> </tr> <tr> <td>2 Testimonials</td> <td>2</td> </tr> <tr> <td>3 Testimonials</td> <td>3</td> </tr> <tr> <td>4 Testimonials</td> <td>4</td> </tr> <tr> <td>5 or more Testimonials</td> <td>5</td> </tr> </table>	1 Testimonial	1	2 Testimonials	2	3 Testimonials	3	4 Testimonials	4	5 or more Testimonials	5	<b>40</b>
1 Testimonial	1											
2 Testimonials	2											
3 Testimonials	3											
4 Testimonials	4											
5 or more Testimonials	5											

<b>CATEGORY B: Marquees</b>												
		<b>100</b>										
<b>Capability</b>	<p>Provide proof of having provided Marquees/structures for mass-based events in the past.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr><td>1 Testimonial and Photos</td><td>1</td></tr> <tr><td>2 Testimonials and Photos</td><td>2</td></tr> <tr><td>3 Testimonials and Photos</td><td>3</td></tr> <tr><td>4 Testimonials and Photos</td><td>4</td></tr> <tr><td>5 or more Testimonials and Photos</td><td>5</td></tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	<b>60</b>
1 Testimonial and Photos	1											
2 Testimonials and Photos	2											
3 Testimonials and Photos	3											
4 Testimonials and Photos	4											
5 or more Testimonials and Photos	5											
<b>Project Plan</b>	<p>Provide a detailed project plan that outlines the dates and times attached to the construction and breakdown of all structures.</p> <p>The project plan should include the following to be deemed valid:</p> <ul style="list-style-type: none"> <li>• Date of delivery</li> <li>• Number of staff deployed to construct Marquee</li> <li>• Break down of the marquee</li> <li>• Timelines for each activity</li> </ul> <p>Evaluation Matrix</p> <table border="1"> <tr><td>Project plan not attached</td><td>0</td></tr> <tr><td>Project plan attached</td><td>5</td></tr> </table>	Project plan not attached	0	Project plan attached	5	<b>40</b>						
Project plan not attached	0											
Project plan attached	5											
<b>CATEGORY C: Stage, Sound, Backline and Audio-visual</b>												
		<b>100</b>										
<b>Capability</b>	<p>Provide proof of having provided Stage and Sound for mass events in the past.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr><td>1 Testimonial and Photos</td><td>1</td></tr> <tr><td>2 Testimonials and Photos</td><td>2</td></tr> <tr><td>3 Testimonials and Photos</td><td>3</td></tr> <tr><td>4 Testimonials and Photos</td><td>4</td></tr> <tr><td>5 or more Testimonials and Photos</td><td>5</td></tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	<b>60</b>
1 Testimonial and Photos	1											
2 Testimonials and Photos	2											
3 Testimonials and Photos	3											
4 Testimonials and Photos	4											
5 or more Testimonials and Photos	5											

<p><b>Project Plan</b></p>	<p>Provide a detailed project plan that demonstrates the timelines attached to setting-up the Stage and Sound for the event.</p> <p>The project plan should include the following</p> <ul style="list-style-type: none"> <li>• Date of delivery</li> <li>• Number of staff deployed to set-up stage</li> <li>• Sound check</li> <li>• Timelines for each activity</li> </ul> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>Project plan not attached</td> <td>0</td> </tr> <tr> <td>Project plan attached</td> <td>5</td> </tr> </table>	Project plan not attached	0	Project plan attached	5	<p><b>40</b></p>						
Project plan not attached	0											
Project plan attached	5											
<p><b>CATEGORY D: Artists and Master of Ceremonies</b></p>												
<p><b>100</b></p>												
<p><b>Experience (Service Provider/ Agent)</b></p>	<p>Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Live Entertainment for similar events.</p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>5 years' experience</td> <td>1</td> </tr> <tr> <td>6 years' experience</td> <td>2</td> </tr> <tr> <td>7 years' experience</td> <td>3</td> </tr> <tr> <td>8 years' experience</td> <td>4</td> </tr> <tr> <td>More than 8 years' experience</td> <td>5</td> </tr> </table>	5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	<p><b>40</b></p>
5 years' experience	1											
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7 years' experience	3											
8 years' experience	4											
More than 8 years' experience	5											
<p><b>Capability (Service Provider/ Agent)</b></p>	<p>Provide proof of having provided Live Entertainment for previous mass-based events in the past seven (7) years.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>1 Testimonial and Photos</td> <td>1</td> </tr> <tr> <td>2 Testimonials and Photos</td> <td>2</td> </tr> <tr> <td>3 Testimonials and Photos</td> <td>3</td> </tr> <tr> <td>4 Testimonials and Photos</td> <td>4</td> </tr> <tr> <td>5 or more Testimonials and Photos</td> <td>5</td> </tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	<p><b>60</b></p>
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2 Testimonials and Photos	2											
3 Testimonials and Photos	3											
4 Testimonials and Photos	4											
5 or more Testimonials and Photos	5											
<p><b>CATEGORY E: Ablution Facilities (Mobile toilets)</b></p>												
<p><b>100</b></p>												

<b>Experience</b>	<p>Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Ablution facilities (mobile toilets) for mass-based events and kids ablu-tion.</p> <p>Evaluation Matrix</p> <table border="1"> <tr><td>5 years' experience</td><td>1</td></tr> <tr><td>6 years' experience</td><td>2</td></tr> <tr><td>7 years' experience</td><td>3</td></tr> <tr><td>8 years' experience</td><td>4</td></tr> <tr><td>More than 8 years' experience</td><td>5</td></tr> </table>	5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	<b>40</b>
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7 years' experience	3											
8 years' experience	4											
More than 8 years' experience	5											
<b>Capability</b>	<p>Provide proof of having supplied Ablution facilities (mobile toilets) for mass events in the past seven (7) years.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr><td>1 Testimonial and Photos</td><td>1</td></tr> <tr><td>2 Testimonials and Photos</td><td>2</td></tr> <tr><td>3 Testimonials and Photos</td><td>3</td></tr> <tr><td>4 Testimonials and Photos</td><td>4</td></tr> <tr><td>5 or more Testimonials and Photos</td><td>5</td></tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	<b>60</b>
1 Testimonial and Photos	1											
2 Testimonials and Photos	2											
3 Testimonials and Photos	3											
4 Testimonials and Photos	4											
5 or more Testimonials and Photos	5											
<b>CATEGORY F: Generators and power supply</b>												
<b>100</b>												
<b>Experience</b>	<p>Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Generators for mass-based events.</p> <p>Evaluation Matrix</p> <table border="1"> <tr><td>5 years' experience</td><td>1</td></tr> <tr><td>6 years' experience</td><td>2</td></tr> <tr><td>7 years' experience</td><td>3</td></tr> <tr><td>8 years' experience</td><td>4</td></tr> <tr><td>More than 8 years' experience</td><td>5</td></tr> </table>	5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	<b>40</b>
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6 years' experience	2											
7 years' experience	3											
8 years' experience	4											
More than 8 years' experience	5											
<b>Capability</b>	<p>Provide proof of having supplied Generators for mass-based events in the past seven (7) years.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr><td>1 Testimonial and Photos</td><td>1</td></tr> <tr><td>2 Testimonials and Photos</td><td>2</td></tr> <tr><td>3 Testimonials and Photos</td><td>3</td></tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	<b>60</b>				
1 Testimonial and Photos	1											
2 Testimonials and Photos	2											
3 Testimonials and Photos	3											

	4 Testimonials and Photos	4											
	5 or more Testimonials and Photos	5											
<b>CATEGORY G: Catering</b>													
			<b>100</b>										
<b>Experience</b>	Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Catering services for National events.		<b>40</b>										
	Evaluation Matrix <table border="1"> <tr> <td>5 years' experience</td> <td>1</td> </tr> <tr> <td>6 years' experience</td> <td>2</td> </tr> <tr> <td>7 years' experience</td> <td>3</td> </tr> <tr> <td>8 years' experience</td> <td>4</td> </tr> <tr> <td>More than 8 years' experience</td> <td>5</td> </tr> </table>		5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	
5 years' experience	1												
6 years' experience	2												
7 years' experience	3												
8 years' experience	4												
More than 8 years' experience	5												
<b>Capability</b>	Provide proof of having supplied Catering services for National Events in the past seven (7) years.		<b>60</b>										
	<b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b>  <b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b> Evaluation Matrix <table border="1"> <tr> <td>1 Testimonial and Photos</td> <td>1</td> </tr> <tr> <td>2 Testimonials and Photos</td> <td>2</td> </tr> <tr> <td>3 Testimonials and Photos</td> <td>3</td> </tr> <tr> <td>4 Testimonials and Photos</td> <td>4</td> </tr> <tr> <td>5 or more Testimonials and Photos</td> <td>5</td> </tr> </table>		1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	
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2 Testimonials and Photos	2												
3 Testimonials and Photos	3												
4 Testimonials and Photos	4												
5 or more Testimonials and Photos	5												
<b>CATEGORY H: Security</b>													
			<b>100</b>										
<b>Experience</b>	Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in Security services for Mass-based events.		<b>40</b>										
	Evaluation Matrix <table border="1"> <tr> <td>5 years' experience</td> <td>1</td> </tr> <tr> <td>6 years' experience</td> <td>2</td> </tr> <tr> <td>7 years' experience</td> <td>3</td> </tr> <tr> <td>8 years' experience</td> <td>4</td> </tr> <tr> <td>More than 8 years' experience</td> <td>5</td> </tr> </table>		5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	
5 years' experience	1												
6 years' experience	2												
7 years' experience	3												
8 years' experience	4												
More than 8 years' experience	5												
<b>Capability</b>	Provide proof of having supplied Security Services for Mass-based Events in the past seven (7) years.		<b>60</b>										
	<b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b>												

*MS*

<b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b>	
Evaluation Matrix	
1 Testimonial and Photos	1
2 Testimonials and Photos	2
3 Testimonials and Photos	3
4 Testimonials and Photos	4
5 or more Testimonials and Photos	5

**CATEGORY i: Kiddies Play Area and Foldable Picnic tables**

<b>Experience</b>	<p>Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Kiddies/ Play Area facilities.</p> <p>Service Providers MUST have a certified early childhood development (ECD) day-care centre accredited/recognised by the Department of Social Development.</p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>5 years' experience</td> <td>1</td> </tr> <tr> <td>6 years' experience</td> <td>2</td> </tr> <tr> <td>7 years' experience</td> <td>3</td> </tr> <tr> <td>8 years' experience</td> <td>4</td> </tr> <tr> <td>More than 8 years' experience</td> <td>5</td> </tr> </table>	5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	<b>40</b>
5 years' experience	1											
6 years' experience	2											
7 years' experience	3											
8 years' experience	4											
More than 8 years' experience	5											

<b>Capability</b>	<p>Service providers are requested to deploy qualified child minders with a minimum of three (3) years' experience in taking care of minors.</p> <p><b>Proof should be in the form of a Curriculum Vitae CVs</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>1 Testimonial and Photos</td> <td>1</td> </tr> <tr> <td>2 Testimonials and Photos</td> <td>2</td> </tr> <tr> <td>3 Testimonials and Photos</td> <td>3</td> </tr> <tr> <td>4 Testimonials and Photos</td> <td>4</td> </tr> <tr> <td>5 or more Testimonials and Photos</td> <td>5</td> </tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	<b>60</b>
1 Testimonial and Photos	1											
2 Testimonials and Photos	2											
3 Testimonials and Photos	3											
4 Testimonials and Photos	4											
5 or more Testimonials and Photos	5											

**CATEGORY J: Buses**

<b>Experience</b>	<p>Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Bussing Services for Mass-based events.</p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>5 years' experience</td> <td>1</td> </tr> <tr> <td>6 years' experience</td> <td>2</td> </tr> </table>	5 years' experience	1	6 years' experience	2	<b>40</b>
5 years' experience	1					
6 years' experience	2					



	<table border="1"> <tr> <td>7 years' experience</td> <td>3</td> </tr> <tr> <td>8 years' experience</td> <td>4</td> </tr> <tr> <td>More than 8 years' experience</td> <td>5</td> </tr> </table>	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5					
7 years' experience	3											
8 years' experience	4											
More than 8 years' experience	5											
<b>Capability</b>	<p>Provide proof of having supplied Bussing services for Mass-based events in the past five (5) years.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b></p> <p><b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b></p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>1 Testimonial and Photos</td> <td>1</td> </tr> <tr> <td>2 Testimonials and Photos</td> <td>2</td> </tr> <tr> <td>3 Testimonials and Photos</td> <td>3</td> </tr> <tr> <td>4 Testimonials and Photos</td> <td>4</td> </tr> <tr> <td>5 or more Testimonials and Photos</td> <td>5</td> </tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	<b>60</b>
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2 Testimonials and Photos	2											
3 Testimonials and Photos	3											
4 Testimonials and Photos	4											
5 or more Testimonials and Photos	5											
<b>CATEGORY K: Emergency Medical Services</b>												
<b>Experience</b>	<p>Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in providing Emergency Medical Services.</p> <p>Evaluation Matrix</p> <table border="1"> <tr> <td>5 years' experience</td> <td>1</td> </tr> <tr> <td>6 years' experience</td> <td>2</td> </tr> <tr> <td>7 years' experience</td> <td>3</td> </tr> <tr> <td>8 years' experience</td> <td>4</td> </tr> <tr> <td>More than 8 years' experience</td> <td>5</td> </tr> </table>	5 years' experience	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	<b>100</b> <b>40</b>
5 years' experience	1											
6 years' experience	2											
7 years' experience	3											
8 years' experience	4											
More than 8 years' experience	5											
	<p>Provide proof of having provided Emergency Medical Services for Mass Events in the past seven (7) years.</p> <p><b>Proof should be in the form of a Testimonial/s or Reference letter/s from a contactable client/s.</b></p> <p>Evaluation Matrix:</p> <table border="1"> <tr> <td>1 Testimonial</td> <td>1</td> </tr> <tr> <td>2 Testimonials</td> <td>2</td> </tr> <tr> <td>3 Testimonials</td> <td>3</td> </tr> <tr> <td>4 Testimonials</td> <td>4</td> </tr> <tr> <td>5 or more Testimonials</td> <td>5</td> </tr> </table>	1 Testimonial	1	2 Testimonials	2	3 Testimonials	3	4 Testimonials	4	5 or more Testimonials	5	<b>60</b>
1 Testimonial	1											
2 Testimonials	2											
3 Testimonials	3											
4 Testimonials	4											
5 or more Testimonials	5											
<b>CATEGORY L: Cleaning Services</b>												
		<b>100</b>										

<b>Experience</b>	Service Providers are requested to provide profiles demonstrating a minimum of seven (7) years' experience in Cleaning Service for Mass based events.	<table border="1"> <tr><td>5 years' experience or less</td><td>1</td></tr> <tr><td>6 years' experience</td><td>2</td></tr> <tr><td>7 years' experience</td><td>3</td></tr> <tr><td>8 years' experience</td><td>4</td></tr> <tr><td>More than 8 years' experience</td><td>5</td></tr> </table>	5 years' experience or less	1	6 years' experience	2	7 years' experience	3	8 years' experience	4	More than 8 years' experience	5	40
	5 years' experience or less		1										
6 years' experience	2												
7 years' experience	3												
8 years' experience	4												
More than 8 years' experience	5												
Provide proof of having provided Cleaning Services for Mass Events in the past seven (7) years.  <b>Proof should be in the form of a Testimonial/s or Reference letter/s and Photos from a contactable client/s.</b>  <b>N.B: Every testimonial should be accompanied by photos to be deemed valid.</b>  Evaluation Matrix: <table border="1"> <tr><td>1 Testimonial and Photos</td><td>1</td></tr> <tr><td>2 Testimonials and Photos</td><td>2</td></tr> <tr><td>3 Testimonials and Photos</td><td>3</td></tr> <tr><td>4 Testimonials and Photos</td><td>4</td></tr> <tr><td>5 or more Testimonials and Photos</td><td>5</td></tr> </table>	1 Testimonial and Photos	1	2 Testimonials and Photos	2	3 Testimonials and Photos	3	4 Testimonials and Photos	4	5 or more Testimonials and Photos	5	60		
1 Testimonial and Photos	1												
2 Testimonials and Photos	2												
3 Testimonials and Photos	3												
4 Testimonials and Photos	4												
5 or more Testimonials and Photos	5												

All service providers who scored less than 60 points on functionality criteria will not be considered for Price and Preference Points Evaluation

### 9.3 Price and Preference Points Criteria

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

**Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.**

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

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

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

Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	

1-30	1	
0	0	
<b>Percentage (%) Ownership by Disability</b>	<b>Points (1)</b>	
1-100	1	
0%	0	

## 10. SPECIAL CONDITIONS

- 10.1 The Department reserves the right to seek sponsorship for the said event which may impact on the value of the bid to be awarded.
- 10.2 The department reserves the right to partially award the bid.
- 10.3 In the case of inferior quality of items required being delivered to the Department, a reduction in price will be effected on the final invoice.

## 11. GENERAL CONDITIONS

- 11.1 The Government General Procurement Conditions of Contract ("GCC") will be applicable to this bid.
- 11.2 DIRCO will enter into a formal agreement (SBD 7.2) with the successful Bidder/s and the agreement shall read together with the GCC. The requirements and provisions contained herein will form an integral part of the ToR. The formal agreement and the GCC will, among others, govern the relationship between the parties, ensure that services are provided according to specified standards and within stipulated timeframes and to provide for remedies for under/poor performance and non-compliance with terms and conditions contained in this TOR and the GCC.
- 11.3 DIRCO reserves the right to appoint more than one Bidder
- 11.4 The bid evaluation will only be done on the basis of information that was requested and provided.
- 11.5 The bid evaluation process will not create any obligations on the part of DIRCO to make use of any proposed services.
- 11.6 Acceptance of any proposal shall only indicate a willingness to include the information into an analysis or to commence negotiations and shall not place any other duties, obligations or liabilities on DIRCO of any nature of whatsoever kind. DIRCO will not be under any obligation/s to furnish any formal acceptance or non-acceptance of any information presented.
- 11.7 All documents submitted in response to this proposal shall become the property of DIRCO with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by the Bidder/s.
- 11.8 DIRCO reserves the right and full discretion to:
- 11.8.1 Withdraw from this process and the provisions of the bid at any time;
- 11.8.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part;
- 11.9 The Department's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection.

- 11.10 A bid proposal shall only be deemed accepted once written notice is given by DIRCO to the successful Bidder/s and the SBD 7.2 and the GCC has been signed and entered into by the duly authorised representatives of both parties. The successful Bidder/s shall be held solely and jointly liable for non-compliance with any of the provisions contained in this TOR and GCC by his/her/its partner/s and/or sub-contractor/s.
- 11.11 Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR are met, nor does it limit DIRCO's right to negotiate in its best interest.
- 11.12 Bidder/s confirm that they have read, understood and accept all the terms and conditions contained in this TOR.
- 11.13 DIRCO reserves the right to invite Bidders to present or otherwise demonstrate their proposals to clarify aspects that are required as part of the evaluation process, at the Bidder's own cost.
- 11.14 DIRCO will not be responsible for, or pay, any expenses or losses which may be incurred by any Bidder/s in the preparation and submission of the bid proposal. Costs incurred for the preparation of the proposal shall be for each Bidder's own account.
- 11.15 If the Bidder/s is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairperson of the Board) authorizing the person who signs this bid proposal to do so, as well as to sign the contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the partnership, must be submitted with this bid proposal.
- 11.16 If the Bid is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorizing the person who signs this bid proposal to do so, as well as to sign the contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the partnership, must be submitted with this bid proposal.
- 11.17 Failure to comply with clauses 11.15 and 11.16 will result in the disqualification of the bid proposal.
- 11.18 If a Bidder/s and/or its partner/s or sub-contractor/s, or any other person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, shall be immediately disqualified from the entire bidding process irrespective of the date on which such information was brought to the Department's attention. In addition, DIRCO shall have the right to summarily and without recourse to law, (however, without prejudice to any other legal remedies available to the Department), hold the disqualified Bidder/s and/or its partner/s or sub-contractor/s liable for any damages, losses, costs and expenses it may have sustained as a result thereof.
- 11.19 All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.
- 11.20 Before, during and after the entire tender prospective Bidders must obtain written approval from DIRCO prior to the release of any information, whether in part or whole, that pertains to the potential work or activities contained in this TOR, the contract or any other correspondences of whatsoever nature. Failure to adhere to this requirement will result in immediate disqualification from the entire tender process and if a contract is concluded between the Parties, DIRCO reserves the right to institute legal proceedings against the Bidder/s.
- 11.21 DIRCO will treat all proposals as confidential until the tender process has been completed and the tender has been awarded to the successful Bidder/s. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential. DIRCO will not disclose or make public any information which the Bidder/s have marked "*proprietary*" or "*confidential*".
- 11.22 Bidder/s should take note that the Department will endeavour to, subject to DIRCO's internal procurement and payment policies, pay the Bidder/s within 30 days after receipt of an invoice following the rendering of services to the Department's satisfaction.

## **12. FEES AND PAYMENT SCHEDULE (if partly sponsored)**

- 12.1 Fees must be quoted in South African currency;
- 12.2 All prices quoted must include VAT; and
- 12.3 Bidders should take note that DIRCO will pay any amount due within thirty (30) days after the receipt of invoice and the service has been rendered.

## **13. CONTACT PERSONS AND SUBMISSIONS**

All enquiries can be directed to Supply Chain Management as per  
Enquiries pertaining to the completion of tender documents can be directed to the Bid Office tel: 012 351 0365/0915/8640

**The date for the non-compulsory Briefing sessions on MS Teams is Wednesday 20 September 2023.**

Prospective service providers should submit their bonded proposals in a sealed envelope with the details of the specific tender on the outside of the envelope to:

Security Gate (Main Gate), Tender Box  
OR Tambo Building  
460 Soutpansberg Road  
Rietondale  
Department of International Relations and Cooperation  
Pretoria  
0084

**Submissions should be hand delivered to the above mentioned address on or before 11:00AM 05 October 2023.**

Prospective service providers/suppliers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

***E-Mailed or faxed submissions shall not be accepted***

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....Bid number: DIRCO 03-2023/24

Closing date 05/10/2023 Time 11:00am

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by: The Department of International Relations and Cooperation (DIRCO)

**1. CATEGORY A: Structural Engineering Services**

**6.1 CATEGORY A: Event Safety Officer**

DIRCO requires the services of a qualified Event Safety Officer who will be responsible for all Health & Safety risks and processes associated with the hosting of the event.

6.1.1 The Safety Officer must be registered with the South African Institute of Occupational Safety and Health (SAIOSH)

The Safety Officer will also assist with the following:

6.1.2 Consolidation and Inspection of operational plans/ files submitted by all service providers appointed.

6.1.3 Assist with the submission and application of all the necessary compliance plans/ files to the City Joint Operations Committee 'JOC' for approval (i.e. fire rationale, disaster plan, venue fitness certificate etc.)

6.1.4 Identify and assess hazards, risks and control measures for all structures and activities onsite.

6.1.5 Co-ordinating the various suppliers' construction activities on site

6.1.6 Ensure that Suppliers (onsite) are working in a safe manner and ensure that they wear the correct PPE.

6.1.7 Ensure overall safety of the entire event.

NO.	ITEM	QUANTITY	PURPOSE	ADDITIONAL REQUIREMENTS	PRICE OFFERED IN RAND
A.	Event Safety Officer	1	Consolidation and Inspection of operational plans/ files submitted by all service providers	<ul style="list-style-type: none"> <li>Safety officer should be familiar with safety points of the Union Buildings,</li> </ul>	

			<p>appointed</p>	<ul style="list-style-type: none"><li>• Safety Officer must be familiar and comply with the City of Tshwane Regulations.</li><li>• Consolidation and Inspection of operational plans/ files submitted by all service providers appointed.</li><li>• Attend the ESPC Meeting</li><li>• Assist with the submission and application of all the necessary compliance plans/ files to the City Joint Operations Committee 'JOC' for approval (i.e: disaster plan, venue fitness certificate etc).</li><li>• Identify and assess hazards, risks and control measures for all structures and activities onsite.</li><li>• Co-ordinating the various suppliers construction activities on site</li><li>• Ensure that Suppliers (onsite) are working in a safe manner,</li><li>• Safety officer ensure that all the certificates are available on the day of the event.</li><li>• Ensure that all fire extinguishers are allocated in each and every area of requirement. (i.e marquees and generators)</li><li>• Ensure overall safety of the entire event. The event File must be available in the VOC marquee on the day.</li><li>• Opening of a blue file.</li><li>• fire rationale.</li><li>• Drawings, layout and designs illustrating all structural requirements.</li><li>• Rational design and</li></ul>	
			<p>Appointment of the Structural Engineering Services to perform the following task</p>		



				<p>structural plans for stages, marquees and stalls.</p> <ul style="list-style-type: none"> <li>• Evacuation and Emergency assembly points must be included in the layout plan.</li> <li>• All structural plans and layouts must be in compliance with the City of Tshwane Regulations (Building control).</li> <li>• All structural plans and layouts must be in compliance with the health and safety legislation.</li> <li>• The Engineer should adhere to the Electricity and fire compliance regulations with the City of Tshwane regulations.</li> <li>• All structural layouts and Fire &amp; Safety plans should be presented by the Engineer and approved by the relevant body at the City of Tshwane (Building Control).</li> </ul>	
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	<b>Total</b>	
	<b>VAT 15%</b>	
	<b>Total Bid Price Offered</b>	

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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Closing date 05/10/2023 Time 11:00am

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### 6.2 CATEGORY B: Marquees

The Successful Bidder/s that will provide Marquees will need to adhere to the structural and safety requirements as determined in terms of the Engineering Profession Act 2000 (Act No. 46 of 2000).

6.2.1 All electrical connections and/or cables must be properly sealed and adhere to safety requirements as per the above-mentioned piece of legislation.

6.2.2 All structures must be equipped with fire extinguishers and signage.

6.2.3 No open fires will be allowed within a parameter of 200 meters of all structures.

The Bidder/s must be in possession of a Public Liability insurance certificate with a minimum of one million rand (R 1000 000.00).

NO.	ITEM	SIZE	PURPOSE	ADDITIONAL REQUIREMENTS	PRICE OFFERED IN RAND
A.	X80 High/Snow Peak Exhibition tents <i>(Supported by Aluminium frames)</i>	Dimensions: 3m(deep) X3m(wide)  <b>N.B.: All Stalls must be of a uniform design</b>	To showcase all participating Embassies in alphabetical order	<ul style="list-style-type: none"> <li>• X160 1.8m tables <i>(two tables per stall)</i></li> <li>• X320 Heavy Duty Plastic Chairs <i>(four chairs per stall)</i></li> <li>• Grass Carpet for each stall</li> <li>• X80 110v electrical socket points <i>(one per stall)</i></li> <li>• X80 240v spotlights <i>(one for each stall)</i></li> <li>• X80 Fire Extinguishers - 1kg <i>(one per stall)</i></li> </ul>	

				<ul style="list-style-type: none"> <li>• X80 Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>	
B.	VIP Bedouin Tent with flooring	20m x 15m	To host Ministers, Heads of Missions, Senior Government officials and Captains of Industry	<ul style="list-style-type: none"> <li>• X12 lounge pockets (<i>each seating 8 people</i>)</li> <li>• X16 long plinth tables (<i>each seating 6 people</i>)</li> <li>• X96 high cocktail chairs accompanying the plinth tables</li> <li>• X10 Café style/ garden set-up (<i>each seating 4 people</i>)</li> <li>• X10 Electrical socket points</li> <li>• X10 240v spotlights</li> <li>• Carpet</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>	
C.	United Nations Agency Marquee	10m x 10m	To showcase 17 UN agencies	<ul style="list-style-type: none"> <li>• X17 1.8m tables</li> <li>• X34 Heavy Duty Plastic Chairs</li> <li>• Grass Carpet</li> <li>• X17 electrical socket points</li> <li>• X17 240v spotlights</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>	
D.	Government Departments Marquee (with partitioning)	24m (wide) x 3m (deep)	To host all government departments	<ul style="list-style-type: none"> <li>• X24 1.8m Tables</li> <li>• X48 Heavy Duty Plastic Chairs</li> <li>• X12 Electrical socket points</li> <li>• X12 240v Spotlights</li> <li>• Grass Carpet</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>	
E.	Small, Medium and Micro Enterprises (SMME) Marquee	20m (wide) x 5m (deep)	To host X10 Small, Medium and Micro Enterprises	<ul style="list-style-type: none"> <li>• X20 1.8m Tables</li> <li>• X40 Heavy Duty Plastic Chairs</li> <li>• X10 Electrical socket points</li> <li>• X10 240v Spotlights</li> </ul>	

				<ul style="list-style-type: none"> <li>• Grass Carpet</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>	
F.	<p>Artists Marquee (<i>Holding room</i>)</p> <p><u>To be divided into three:</u></p> <p>a) Lounge Area b) Two changing rooms (1 Female and 1 Male)</p>	8m x 4m ( <i>partitioned into 3 areas</i> )	To provide changing rooms for artists as well as a lounge area.	<p><u>X1 Lounge Area</u></p> <ul style="list-style-type: none"> <li>• X2 Lounge pockets (<i>each seating 6 people</i>)</li> <li>• Grass Carpet</li> <li>• X2 Electrical socket points</li> <li>• X2 240v spotlights</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul> <p><u>X2 Changing rooms</u> Each room must have: X1 Long mirror on stand (1.5mx0.8m)</p>	
G.	Medical Marquee (to be divided into two; female and male consultation room)	6m x 6m	First aid/Emergency Response	<ul style="list-style-type: none"> <li>• X2 1.8m tables</li> <li>• X4 Heavy Duty Plastic Chairs</li> <li>• X2 electrical socket points</li> <li>• Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</li> </ul>	
H.	Venue Operations Centre (VOC) Marquee	4m x 4m	VOC operation centre	<ul style="list-style-type: none"> <li>• X2 1.8m tables</li> <li>• X4 Heavy Duty Plastic Chairs</li> </ul> <p>Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</p>	
I.	Marquee for Catering purposes	8m x 8m	Storage and operating room for catering company	<ul style="list-style-type: none"> <li>• X6 1.8 tables</li> <li>• X8 Heavy Duty Plastic Chairs</li> <li>• Flooring</li> <li>• X4 electrical socket points</li> <li>• X2 240v spotlights</li> </ul> <p>Signage [100cm (wide) x 40cm (height), full colour <i>Artwork will be provided</i>]</p>	
	<b>Total</b>				
	<b>VAT 15%</b>				
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(PURCHASES)**

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**6.3 CATEGORY C: Stage, Sound, Full Backline and Audio Visual**

6.3.1 The Bidder must adhere to the structural and safety requirements of the appointed structural engineer.

6.3.2 All electrical cables must be properly secured.

6.3.3 All structures must be properly constructed with re-enforcement bars to withstand any weather conditions.

6.3.4 Set-up of Stage, Sound and Backline must be complete 24 hours prior to the event for the purposes of facilitating sound checks.

The Bidder/s must be in possession of a public liability insurance certificate with a minimum of one million rand (R1 000 000.00).

No.	ITEM	SIZE	DESCRIPTION	PRICE OFFERED IN RAND
A.	<p>Full House Stage with Dome roof and screen as backdrop</p> <p>Fencing around the staged and the delay tower.</p>	12m (wide) x 8m (deep) x 1m (height)	<p><u>Stage</u></p> <ul style="list-style-type: none"> <li>• Stage should include a dome roof</li> <li>• Stage should include stairs &amp; a ramp</li> </ul> <p><u>Branding</u></p> <ul style="list-style-type: none"> <li>• 8m wide digital screen for branding purposes</li> </ul> <p><u>Powering</u></p> <ul style="list-style-type: none"> <li>• Stage power must include a multi-plug socket at DJ/Keys performance position!</li> <li>• Sufficient XLR and Jack-Jack cables to be provided for all channel list items.</li> <li>• Allow for more fixtures of higher output for a big stage</li> </ul> <p><u>Rigging</u></p> <ul style="list-style-type: none"> <li>• All equipment should be rigged and cabled at the time of the sound check</li> <li>• Take all safety precautions when rigging overhead</li> </ul> <p><u>Branding for Speaker Towers</u> The service provider will be required to print the following branding material:</p> <ul style="list-style-type: none"> <li>• Speaker tower Banners</li> </ul> <p><b>(Artwork will be provided by DIRCO)</b></p>	
B.	Sound		<p><b>Public Address System For Mass Outdoor Events</b></p> <ul style="list-style-type: none"> <li>• The PA system must be of high quality and the equivalent of; JBL/ EAW/ L-Acoustics/ Meyer/ ECLER/ HK/ D&amp;B</li> <li>• No Behringer, Wharfedale or homemade boxes will be accepted!</li> <li>• The system must be efficient, time-aligned and powered to provide at least 100dB SPL of good, clean, undistorted sound reproduction at the venues' rear seats.</li> <li>• Speakers and Columns are not to be placed in a manner that would obstruct the performer's view from stage nor should it obstruct the audience's view of the stage.</li> <li>• Subs are NOT to be mounted on the stage, but on the ground in front or flown in line-array.</li> <li>• Amplifiers should be on dedicated power with sufficient amperage to maintain an uninterrupted performance and not be inhibited by existing installations, such as FRIDGES etc. No Behringer Amplifiers!</li> </ul>	

		<ul style="list-style-type: none"> <li>• <b>Full Backline (Technical rider)</b></li> <li>• <b>Front of House (FoH) Control</b> <ul style="list-style-type: none"> <li>○ Digital Consoles the equivalent of Yamaha CL3/ M7/ LS9/ Sound Craft Vi/Si/Expression 3</li> <li>○ All FOH gear needs to be of high quality and in perfect working order.</li> </ul> </li> </ul>	
C.	X2 Outdoor Daylight LED Screens on either side of the stage	5m (wide) x 3m (height)	Outdoor Daylight LED Screens with live feed ability  Quantity: X2 Screens
D.	Fencing around: <ul style="list-style-type: none"> <li>• Stage Speaker Towers</li> <li>• Delay Tower.</li> </ul>	Fence must be at minimum 2m height, and must surround the entire Stage vicinity, Speaker towers and serve as a crowd barrier.	Barrier fencing for Stage surround, Speaker Towers and crowd control
	<b>Total</b>		
	<b>VAT 15%</b>		
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**2. CATEGORY D: Artists and Master of ceremonies (MC)**

2.1 Bidders are required to provide live entertainment as per the below specifications.

No.	ITEM	DESCRIPTION	QUANTITY	PRICE OFFERED IN RAND
A.	Live performance by a renowned South African Hip-Hop Artist.	Suppliers are requested to quote us on <u>one (1)</u> of the following Hip-Hop Artists. <ul style="list-style-type: none"> <li>• Big Zulu (or)</li> <li>• Casper Nyovest (or)</li> <li>• K.O (or)</li> <li>• Nasty C (or)</li> <li>• Kwesta (or)</li> <li>• Focalistic</li> </ul> <b>Duration: 30 Minutes</b>  <b>N.B.: Artists will be required to perform between 12h00 and 16h00, pending their availability/schedule</b>	X1	
B.	Live performance by two Afro music/House Music Artist	Suppliers are requested to quote us on <u>two (2)</u> of the following Afro music/House Music Artists. <ul style="list-style-type: none"> <li>• Makhadzi (or)</li> <li>• De Mtuda (or)</li> <li>• Nkosazana Daughter (or)</li> <li>• Musa keys (or)</li> <li>• Ami Faku</li> </ul>	X2	



		<p><b>Duration: 30 Minutes each</b>  <b>N.B.: Artists will be required to perform between 12h00 and 16h00, pending their availability/schedule</b></p>		
C.	<b>Disc jockey (DJ)</b>	<p>Suppliers are requested to quote us on one (1) of the following DJ's;</p> <ul style="list-style-type: none"> <li>• Mass Music (or)</li> <li>• Kabza de Small (or)</li> <li>• Sun-EL musician (or)</li> <li>• DJ Zinhle (or)</li> <li>• Murdah Bongz (or)</li> <li>• DJ Waffles (or)</li> <li>• Durban Gogo</li> </ul> <p><b>Duration: 60 Minutes</b>  <b>The DJ will be required to perform from 16h00 – 17h00</b></p>	X1	
D.	<b>Master of Ceremonies (MC)</b>	<p>Suppliers are requested to quote us on one (1) of the following MC's;</p> <ul style="list-style-type: none"> <li>• Peter Mashata (or)</li> <li>• Sicelo Buthelezi (or)</li> <li>• Alphi Mkhwanazi (or)</li> <li>• Mashabela Galane</li> </ul> <p><b>Duration: 12h00 – 17h00</b></p>	X1	
E.	<b>Total</b>			
F.	<b>VAT 15%</b>			
G.	<b>Total Bid Price Offered</b>			

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### 6.4 CATEGORY E: Ablution Facilities (Mobile Toilets)

- 6.4.1 The total quantity of required Mobile toilets must be delivered on site one (1) day ahead of the event taking place.
- 6.4.2 **Ten (10) standard mobile toilets will be required on site from Wednesday (25 October 2023), for suppliers who will be building structures.** Dedicated janitors must be deployed daily, from Wednesday, 25 October 2023, 08:00 to 18:00 for the purpose of refreshing and replenishing the ablution facilities on **an hourly basis.**
- 6.4.3 Dedicated janitors must be deployed on the day of the event from 08:00 to 18:00 for the purpose of refreshing and replenishing the ablution facilities on **an hourly basis.** This includes cleaning, replenish toilet paper, soap, and sanitiser.
- 6.4.4 Provide sanitary bins for female toilets.
- 6.4.5 The toilet waste must be disposed of at a licensed wastewater treatment facility.
- 6.4.6 The Bidder/s must provide a valid waste disposal permit/certificate.

Ablution facilities are required as follows:

No.	Item	Quantity	PRICE OFFERED IN RAND
A.	VIP Toilets	X10 (X3 Male & X7 Female)	
B.	VIP Paraplegic toilets	X1	
C.	Standard mobile toilets	X44 (X10 Male & X34 Female)	
D.	Standard Paraplegic toilets	X4	

E.	Kiddies mobile toilets	X4	
	<b>Total Cost</b>		
	<b>VAT 15%</b>		
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### 6.5 CATEGORY F: Generators and Power Supply

- 6.5.1 Generators to be delivered and connected on site two days leading up to the event.
- 6.5.2 All cables must be covered in line with the safety and regulation policies
- 6.5.3 Each Generator must be accompanied by a fire extinguisher
- 6.5.4 The service history for all eight (8) generators will be requested from the Successful Bidder.
- 6.5.5 Two (2) operators must be onsite on the day of the event from 07:00 – 18:00
- 6.5.6 One generator should be operational the day before the event from 16:00 till midnight.

Generators are required as follows:

No.	Item	Quantity	PRICE OFFERED IN RAND
A.	150kw Mobile generators	X8  <i>(generators will be dedicated to the Sound, Stage, Catering Marquee, Stalls, OB Van, Kiddies area)</i>  <b>N.B.: The permitted noise level for each generator should be no more than 45 decibels dB(A)</b>	
B.	<b>Total</b>		
C.	<b>VAT 15%</b>		
D.	<b>Total Bid Price Offered</b>		

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### 6.6 CATEGORY G: Catering

- 6.6.1 The Bidder/s under this category must possess valid Health and Halaal Certificates
- 6.6.2 The Bidder/s under this category must provide Kosher and Halaal meals as indicated in the below specifications
- 6.6.3 The Bidder/s under this category will be required to demonstrate a comprehensive distribution plan
- 6.6.4 A food tasting session will also be held with the Bidder/s a month leading up to the event.

#### Specifications

No.	CATERING REQUIRED	QUANTITY	DESCRIPTION	PRICE OFFERED IN RAND
A.	VIP Hospitality Marquee and Artists	X400 Guests	<p><b>*10%Vegetarian, 10% Halaal and 4% plated Kosher meals</b></p> <p><b>N.B.: The below menu is meant to serve as a guideline.</b></p> <p><b><u>Selection of Hot and Cold Bowl Food and Canapés</u></b></p> <ul style="list-style-type: none"> <li>• Barbeque Chicken Drumsticks</li> <li>• Pork riblets</li> <li>• Samosas (Meat and Vegetarian)</li> <li>• Meatballs in BBQ sauce</li> <li>• Fish Goujons</li> <li>• Coronation Chicken Wraps.</li> <li>• Cocktail Mediterranean Vegetable Kebabs</li> <li>• Cocktail Beef sausages</li> <li>• Mixed Cocktail Sweet Tartlets</li> <li>• Prawn and Dill cigar</li> </ul>	

			<ul style="list-style-type: none"> <li>• Chicken pea samosas</li> <li>• Vegetable spring rolls</li> <li>• Mini spinach and feta pizza</li> <li>• Lemon and Herb Chicken kebabs</li> <li>• Mini Cape Malay pie</li> <li>• Teriyaki Beef Satay</li> <li>• Mini Beef Wellington</li> <li>• Soy and Honey chicken winglets</li> <li>• Fruit skewers</li> </ul> <p><b><u>VIP Buffet inclusive of:</u></b></p> <ul style="list-style-type: none"> <li>• Basmati rice</li> <li>• Pap</li> <li>• Grilled chicken leg quarters</li> <li>• Beef wellington</li> <li>• Oxtail</li> <li>• Roasted vegetables,</li> <li>• Potato salad</li> <li>• Greek salad</li> <li>• Fruit skewers</li> <li>• Ice cream magnum)</li> </ul> <p><b><u>Beverages</u></b></p> <ul style="list-style-type: none"> <li>• X800 Assorted Soft drinks (X4 p/p)</li> <li>• X400 100% Assorted fruit juices 350ml (X3 p/p)</li> <li>• X600 Still water (X3 p/p)</li> <li>• X100 Sparkling water</li> <li>• X100 White (<i>Paul Cluver sauvignon blanc and chardonnay</i>)</li> <li>• X100 Red wine (<i>Merlot and cabernet sauvignon klein Goederus</i>)</li> </ul>	
B.	<b>Government Department/ Province Officials</b>	X50	<p><b><u>Pre-packed lunch inclusive of:</u></b></p> <ul style="list-style-type: none"> <li>• Bread Roll</li> <li>• Grilled chicken leg quarter</li> <li>• Potato salad</li> <li>• Chakalaka</li> </ul> <p><b><u>Beverages</u></b></p> <ul style="list-style-type: none"> <li>• X100 Assorted Soft drinks (X2 p/p)</li> <li>• X100 100% fruit juices 350ml (<i>Assorted</i>) (2 p/p)</li> <li>• X150 Still water (X3 p/p)</li> </ul>	

C.	<b>Deployed Officials and VOC members</b>	X70	<p><u>Buffet inclusive of:</u></p> <ul style="list-style-type: none"> <li>• Pap</li> <li>• Basmati rice</li> <li>• Grilled chicken leg quarters</li> <li>• Beef wellington</li> <li>• Potato salad</li> <li>• Chakalaka</li> <li>• Greek salad</li> <li>• Fruit skewers</li> </ul> <p><u>Beverages</u></p> <ul style="list-style-type: none"> <li>• X140 Assorted Soft drinks (X2 p/p)</li> <li>• X140 100% fruit juices 350ml (Assorted) (X1 p/p)</li> <li>• X210 Still water (X3 p/p)</li> </ul>	
D.	<b>Kiddies Area</b>	X200	<ul style="list-style-type: none"> <li>• Hotdog rolls</li> <li>• Mini Burgers</li> <li>• Slash puppy</li> <li>• Candy floss</li> <li>• Popcorn</li> </ul>	
E.	<b>Mass Catering</b>	<p>1,300 food packs</p> <p>(50% Beef option) (50% Chicken option)</p> <p><i>(For guests being bussed in from in and around Pretoria)</i></p>	<p><u>Pre-packed Lunch</u></p> <p>Packs should be inclusive of :</p> <ul style="list-style-type: none"> <li>• Polony Sandwich (<i>two slices per pack</i>)</li> <li>• Apple (<i>one per pack</i>)</li> <li>• 100% Fruit juice (<i>one per pack</i>)</li> <li>• Still water (<i>one per pack</i>)</li> </ul>	
<b>Total</b>				
<b>VAT 15%</b>				
<b>Total Bid Price Offered</b>				

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....Bid number: DIRCO 03-2023/24

Closing date 05/10/2023 Time 11:00am

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by: The Department of International Relations and Cooperation (DIRCO)

**CATEGORY H: Security and Collapsible Fencing**

- 6.8.1 Only Bidders registered with the Private Security Industry Regulatory Authority (**PSIRA**) will be considered.
- 6.8.2 The Bidder/s must be in possession of a public liability insurance certificate.
- 6.8.3 The Bidder/s will be required to Enforce, Implement and Aide CLIENT rules, policies and regulations relative to maintenance of security and safety.
- 6.8.4 The Bidder/s will be required to coordinate with the CLIENT representative who handles building's security operations with regards to the security guidelines of the CLIENT and other related matters pertaining to the safety and security of employees, guests, visitors and CLIENT properties.
- 6.8.5 The Security officers will be responsible for safeguarding all structures assembled for the event.
- 6.8.6 The Security officers will be responsible for safeguarding all persons such as; Employees, Guests, Visitors, Suppliers and Contractors going in and out of the CLIENT building premises.
- 6.8.7 The Bidder must have experience in Security services for Mass-based events

**The Security Officers will be deployed as follows:**

No.	Date	Number of guards required	Hours	PRICE OFFERED IN RAND
A.	Day 1 (Wednesday, 25/10/2023)	5	06:00 – 06:00 (24 Hours)	06:00 – 06:00 (24 Hours)
B.	Day 2 (Thursday, 26/10/2023)	5	06:00 – 06:00 (24 Hours)	06:00 – 06:00 (24 Hours)



C.	Day 3 (Friday, 27/10/2023)	10	06:00 – 06:00 (24 Hours)	06:00 – 06:00 (24 Hours)
D.	Day 4 (day of the event – Saturday, 28/10/2023)	50	06:00 – 18:00 (12 Hours)	06:00 – 18:00 (12 Hours)
		10	18:00 – 06:00 (12 Hours)	18:00 – 06:00 (12 Hours)
E.	Day 5 (Sunday, 29/10/2023)	10	06:00 – 12:00 (6 Hours)	06:00 – 17:00 (11 Hours)
F.	<b>1,2 low and 2,2 high steal collapsible fencing with cable ties for all.</b>		1500M The fencing will be for <ul style="list-style-type: none"> <li>• Generators</li> <li>• Kiddie's area</li> <li>• Voc marque</li> <li>• Front and back Stage</li> <li>• Delay tower</li> <li>• Man on Horse (Stature)</li> </ul>	
	Total			
	VAT 15%			
	Total Bid Price Offered			

**N.B.: The Successful bidder/s will be required to attend preparatory meetings arranged by DIRCO and the Security Cluster Committee. Meetings will be convened at DIRCO.**

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Bid number: DIRCO 03-2023/24

Closing date 05/10/2023 Time 11:00am

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ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by: The Department of International Relations and Cooperation (DIRCO)

### 6.9 CATEGORY I: Kiddies Play Area and Foldable Picnic table

- 6.9.1 DIRCO requires for Bidder/s to provide a kiddies play area for the Diplomatic Funfair.
- 6.9.2 The successful Bidder/s MUST have a certified Early Childhood Development (ECD) daycare center accredited/recognized by the Department of Social Development.
- 6.9.3 The Successful Bidder/s must provide twelve (12) qualified child minders.
- 6.9.4 The Successful Bidder/s will be allocated space at the venue for set-up.
- 6.9.5 The Successful Bidder/s will be required to display a visible Notice that speaks to: Age restriction AND that all children should be accompanied and monitored by an adult when entering the playground. Although there will be child minders onsite, DIRCO will not be held accountable for any injuries incurred or missing children.
- 6.9.6 The Successful Bidder/s will be required to provide child minders that have appropriate ECD qualification, skills and training.

***N.B: DIRCO will not provide any catering requirements for the appointed child minders. Catering requirements for the child minders must be allocated for by the successful bidder***

No.	Item	Specifications	Quantity	PRICE OFFERED	IN
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			RAND	
A.	Kiddies play Area  <i>(To serve as kiddies playground)</i>	<ul style="list-style-type: none"> <li>• Inflatable Mini soccer arena with target nets and soccer balls</li> <li>• Giant Inflatable Obstacle Course</li> <li>• Super Dupa 5 Giant Slide <u>Size:</u> 6000mm x 2150mm x 2850mm</li> <li>• Adventure Combo Jumping Castle <u>Size:</u> 2000mm x 2700mm x 4000mm</li> <li>• Inflatable 11 in 1 play centre with no pool <u>Size:</u> 4450mm x 3850mm x 2500mm</li> <li>• Inflatable sumo wrestling costumes with mat</li> <li>• Face painters</li> <li>• Child minders/ Supervisors</li> </ul>	X1  X1  X1  X1  X2  X4  X12	
E.	Foldable Picnic Tables with Benches  <i>(To be placed on the picnic area)</i>	<b>Picnic Tables with Benches</b> <ul style="list-style-type: none"> <li>• Size: 1.5 x 1.8m <i>(each)</i></li> <li>• Durable Plastic</li> <li>• Steel legs that hold up to 500kg.</li> <li>• Rectangular table with 2 attached benches</li> <li>• Inclusive of umbrella in the centre of the table</li> <li>• Seats 8 people</li> <li>• Umbrella hole U.V. resistant</li> <li>• Colour: White</li> </ul>	X10	
	Total			
	VAT 15%			
	Total Bid Price Offered			

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....Bid number: DIRCO 03-2023/24
Closing date 05/10/2023 Time 11:00am

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- Required by: The Department of International Relations and Cooperation (DIRCO)

**3. CATEGORY J: Buses**

- 3.1 DIRCO requires an accredited and reputable service provider to provide Bus services to transport community members and students from disadvantaged communities in and around Pretoria to the event.
- 3.2 The bidder/s must be in possession of a public liability insurance certificate.
- 3.3 All drivers must be in possession of a valid Professional Driving Permit (PDP).
- 3.4 All vehicles must have a valid road worthy certificate.
- 3.5 The bidder/s must note that busses may be redirected to different pick-up areas depending on the number of commuters present at each point.
- 3.6 All buses will be required to have branded decals identifying each pick-up point. *(DIRCO to provide the Artwork to the successful bidder)*
- 3.7 Capacity of each Bus : 65 seater
- 3.8 Number of Busses required : 20

**Pick-up points and schedule**

Bus Pick-up points						
Annual Diplomatic Fair						
Departure			Return			
Pick-up points	Time	Drop-off	Pick-up points	Time	Drop-off points	PRICE OFFERED IN RAND
<b><u>Mamelodi (3)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus Mamelodi Community Hall</li> <li>• X1 Bus Extension 10 RDP Houses</li> <li>• X1 Bus</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Mamelodi (3)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus Mamelodi Community Hall</li> <li>• X1 Bus Extension 10 RDP Houses</li> <li>• X1 Bus</li> </ul>	
<b><u>Nellmapius (1)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Nellmapius(1)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus</li> </ul>	
<b><u>Refilwe (1)</u></b> X1 Bus	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Refilwe (1)</u></b> X1 Bus	
<b><u>Atteridgeville (1)</u></b> X1 Bus	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Atteridgeville (1)</u></b> X1 Bus	
<b><u>Hamanskraal (2)</u></b> X2 Buses	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Hamanskraal (2)</u></b> X2 Buses	
<b><u>Soshanguve (3)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus Falala and Transfer</li> <li>• X1 Bus Block TT Circle &amp; Extension 4</li> <li>• X1 Bus Block X Community Centre</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Soshanguve (3)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus Falala and Transfer</li> <li>• X1 Bus Block TT Circle &amp; Extension 4</li> <li>• X1 Bus Block X Community Centre</li> </ul>	
<b><u>Ga-Rankuwa (3)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus Old</li> </ul>	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Ga-Rankuwa (3)</u></b> <ul style="list-style-type: none"> <li>• X1 Bus Old</li> </ul>	

RDP Houses • X1 Buses Tsunami • X1 Bus Tailors Spar					RDP Houses • X1 Buses Tsunami • X1 Bus Tailors Spar	
<b><u>Mabopane (3)</u></b> • X1 Bus Bheki Square • X1 Bus Odi Hospital • X1 Bus Tsibogo School/Block U, UX	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Mabopane (3)</u></b> • X1 Bus Bheki Square • X1 Bus Odi Hospital • X1 Bus Tsibogo School/Block U, UX	
<b><u>Winterveldt (3)</u></b> • X1 Bus CBD Vuma Crossing • X1 Bus Slovo Circle and Slovo Power • X1 Bus Jakalasdans	08h00	Union Buildings, Pretoria	Union Buildings, Pretoria	08h00	<b><u>Winterveldt (3)</u></b> • X1 Bus CBD Vuma Crossing • X1 Bus Slovo Circle and Slovo Power • X1 Bus Jakalasdans	
<b>Total</b>						
<b>VAT 15%</b>						
<b>Total Bid Price Offered</b>						

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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Name of bidder.....Bid number: 03-2023/24

Closing date 05/10/2023 Time 11:00am

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- Required by: The Department of International Relations and Cooperation (DIRCO)

**CATEGORY K: On-site Emergency Medical Services**

6.9.7 The Bidder/s must provide proof of Certification to render Emergency Medical Services for Mass Based Events. i.e.: An operating licence to provide services for events.

Pre-event for build-up (25 – 27 October 2023) Time: 08:00 – 18:00 Post-event for strike down (29 October 2023) Time: 08:00 – 13:00			PRICE OFFERED IN RAND
No.:	Item required	Quantity	
A.	Ambulance	X1	
B.	EMS Members/ Personnel	X2	
Day of Event (Saturday, 28 October 2023) Time 08:00 – 18:00			
No.:	Item required	Quantity	
C.	Ambulances	X2	
D.	EMS Members/ Personnel	X4	
E.	Basic Life Support Personnel	X2	
F.	Intermediate Life Support Personnel	X2	
G.	Advanced Life Support Personnel (On call)	X1	
H.	Small Medical tent (on-site)	X1	
<b>Total</b>			
<b>Vat 15%</b>			

Total bid price offered	
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**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

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Closing date 05/10/2023 Time 11:00am

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ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by: The Department of International Relations and Cooperation (DIRCO)

**6.10 CATEGORY L: Cleaning Services**

DIRCO seeks to secure a reputable company to assist with cleaning services, which will be required on the day of the event (Saturday, 28/10/2023) as well as post the event (Sunday, 29/10/2023).

- The Bidder/s must attach proof of waste transportation permit .

No.:	Services required	Quantity	PRICE OFFERED IN RAND
A.	<ul style="list-style-type: none"> <li>• Cleaning up of litter (<i>picking-up and disposal of papers, food packets, bottles etc.</i>)</li> <li>• Disposal of litter in an environmentally responsible manner</li> <li>• Ensure that the Union Building Grounds are kept clean/ litter free on the following days:  <u>Day of the event:</u> Saturday, 28 October 2023, (06h00 – 18h00)  <u>Post-event:</u> Sunday, 29 October 2023, (06h00 – 12h00)</li> </ul> <p>The successful Service Provider must provide the following:</p> <ul style="list-style-type: none"> <li>• Metal Skip Bin (must be delivered on-site on Friday, 27 October 2023),</li> <li>• Disposal bags and</li> <li>• Cleaning equipment</li> </ul> <p><b>N.B.: All cleaning personnel must be in Uniform for identity purposes</b></p>	X2 Days  <ul style="list-style-type: none"> <li>• <b>Saturday 20 cleaners</b></li> <li>• <b>Sunday 10 cleaners</b></li> </ul>	

<b>Total</b>			
<b>Vat 15%</b>			
<b>Total bid price offered</b>			

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{min}$  = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:  
 80/20 or 90/10

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 B-BBEE Status Level of Contributor: . . . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:



- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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

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## 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with



supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

#### 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

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

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

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

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

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

**16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

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

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.