

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084 Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference

: DIRCO 01/2025/26

Enquiries

: Mr HM Rakhoale; Ms E Mazibuko; Ms MB Mphahlele

Telephone

: 012 351 0077/ 1395/ 0225

#### Sir/Madam

1. Bid No: **DIRCO 01/2025/2026** 

2. INVITATION FOR BIDDERS TO SUBMIT PROPOSALS TO PROVIDE AN ALL-INCLUSIVE EVENT MANAGEMENT SERVICE, FOR ADVERTISING, BRANDING MATERIAL, MEDIA-BUYING SERVICES, CONFERENCE PACKS, PROMOTIONAL MATERIAL, AND EVENT LOGISTICAL REQUIREMENTS (GOODS AND SERVICES), FOR THE G20 HEADS OF STATE AND GOVERNMENT SUMMIT UNDER THE SOUTH AFRICAN PRESIDENCY, SCHEDULED TO TAKE PLACE BETWEEN 22 TO 23 NOVEMBER 2025, IN GAUTENGREQuired at the Department of international Relations and Cooperation (OR Tambo Building)

3. Closing date: 05 May 2025; 11 O'clock am

- 4. A compulsory virtual briefing session will be held on 23 April 2025 10:00am. Bidders must join a compulsory briefing session using a link provided on the website where the tender is advertised.
- The attached documents consist of this cover page and the following pages.
   Terms of Reference, SBD1, SBD3.1.A, SBD3.1.B; SBD3.1.C; SBD3.1.D; SBD3.1.E; SBD 3.1.F; SBD4, SBD6.1 and General Conditions of Contract.
- 6. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
- 7. Please make sure that your bid reaches this office before the closing date.
- 8. 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: (0/04/2075

Kgoro ya Tirisano le Tshomisano ya Dinaga tsa Boditshabatshaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditshabatshaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobuDlelwane neNtsebenziswano yamZwe • 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

# PART A INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR RE                                   | QUIRE    | MENTS   | OF THE   | DEPART         | MENT O        | F INTERNATIO                | NAI F     | REI ATIONS                       | SANDCO   | OPERATION |
|--|----------|---------|----------|----------------|---------------|-----------------------------|-----------|----------------------------------|----------|-----------|
| BID NUMBER:   DIRCO 01-2025/26   | CLC      | DSING [ | DATE:    | $\pm 05/05/20$ | 025           | CLO                         | SING      | TIME:                            | 11:00ar  | n         |
| INVITATION FOR BID   | DERS     | TO S    | UBMIT    | PROPO          | SALS          | TO PROVID                   | FAI       | M A I I - IN                     | CLUSIV   | FEVENT    |
| MANAGEMENT SERV  | VICE, F  | FOR A   | DVER     | TISING.        | BRAN          | DING MATE                   | RIAI      | MEDIA                            | -RIIVING | C C       |
| SERVICES, CONFER   | ENCE     | PACK    | (S, PR   | OMOTIC         | NAL N         | ATERIAL A                   | UNA       | <b>FVFNTI</b>                    | OGISTI   | CAL       |
| REQUIREMENTS (GC   | ods /    | and s   | SERVIC   | CES). FC       | R THE         | G20 HFAD                    | SOF       | STATE                            | AND      |           |
| GOVERNMENT SÚMI DESCRIPTION PLACE BETWEEN 22                           | WIT UN   | IDER    | THE S    | OUTH A         | FRICA         | N PRESIDE                   | NCY       | , SCHED                          | ULED T   | O TAKE    |
|  | 10 23    | NOV     | EMBE     | R 2025,        | IN GAL        | JTENG                       |           |                                  |          |           |
| THE SUCCESSFUL BIDDER WILL BE REQUESTED RESPONSE DOCUMENTS MAY BE DEPO | JIKED I  | O FILL  | IN AND   | SIGN A V       | VRITTEN       | CONTRACT F                  | ORM       | (SBD7).                          |          |           |
| SITUATED AT (STREET ADDRESS)   | JOHED    | INTHE   | RID ROX  | (              |               |                             |           |                                  |          |           |
| DEPARTMENT OF INTERNATIONAL RELATIONS                                  | S AND C  | OOPER   | ATION    |                |               |                             |           |                                  |          |           |
| 460 SOUTPANSBERG ROAD RIETONDALE                                       | , AIVE O | JOI LIU | TION     |                |               |                             |           |                                  |          |           |
| PRETORIA   |          |         |          |                |               |                             |           |                                  |          |           |
| 0084   |          |         |          |                |               |                             |           |                                  |          |           |
| SUPPLIER INFORMATION   |          |         |          |                |               |                             |           |                                  |          |           |
| NAME OF BIDDER   |          |         |          |                |               |                             |           |                                  |          |           |
| POSTAL ADDRESS   |          |         |          |                |               |                             |           |                                  |          |           |
| STREET ADDRESS   |          |         |          |                |               |                             |           |                                  |          |           |
| TELEPHONE NUMBER   | COD      | E       |          |                |               | NUMBER                      |           |                                  |          |           |
| CELLPHONE NUMBER   |          |         |          |                |               |                             |           |                                  |          |           |
| FACSIMILE NUMBER   | COD      | E       |          |                |               | NUMBER                      |           |                                  |          |           |
| E-MAIL ADDRESS   |          |         |          |                |               |                             |           |                                  |          |           |
| VAT REGISTRATION NUMBER  |          |         |          |                |               |                             |           |                                  |          |           |
|  | TCS      |         |          |                | OR            | CSD No:                     |           |                                  |          |           |
| B-BBEE STATUS LEVEL VERIFICATION                                       | ☐ Y      | ☐ Yes   |          |                | B-BBEE STATUS |                             | П         | Yes                              |          |           |
| CERTIFICATE  |          |         |          |                | LEVEL SWORN   |                             |           | _                                |          |           |
| [TICK APPLICABLE BOX]  | □ No     |         |          | AFFIDAVIT      |               |                             | No        |                                  |          |           |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?                             |          |         |          |                |               |                             |           |                                  |          |           |
| ISSUED BY ?  |          | ANIA    | CCOLINI. | TING OFF       | ICED AC       | S CONTEMPLA                 | TEO       | N THE OL                         | 005 005  |           |
| AN ACCOUNTING OFFICER AS   |          | ACT     | (CCA)    | TING OFF       | ICER AS       | CONTEMPLA                   | IEDI      | N THE CLO                        | JSE COR  | PORATION  |
| CONTEMPLATED IN THE CLOSE  |          |         |          | ATION A        | GENCY         | ACCREDITE                   | D F       | NV THE                           | SOLITH   | AFRICAN   |
| CORPORATION ACT (CCA) AND NAME THE                                     |          | ACCF    | REDITAT  | ION SYS        | TEM (SA       | NAS)                        |           | ,, ,,,,,                         | 300111   | AFRICAN   |
| APPLICABLE IN THE TICK BOX   |          |         |          | ED AUDIT       |               |                             |           |                                  |          |           |
|  |          | NAME    | Ξ:       |                |               |                             |           |                                  |          |           |
| [A B-BBEE STATUS LEVEL VERIFICATIO                                     | N CER    | TIFICA  | TE/SW    | ORN AFI        | FIDAVI1       | (FOR EMEs&                  | QSE       | s) MUST                          | BE SUBI  | MITTED IN |
| ORDER TO QUALIFY FOR PREFERENCE  | POINT    | rs for  | R B-BBI  | EE)            |               |                             |           |                                  |          |           |
| ARE YOU THE ACCREDITED   | □Ye      | s       |          | □No            | ADE V         | OU A FOREIGI                | .1        | □Vaa                             |          |           |
| REPRESENTATIVE IN SOUTH AFRICA FOR                                     |          | •       |          |                |               | OU A FOREIGI<br>SUPPLIER FO |           | ∐Yes                             |          | □No       |
| THE GOODS /SERVICES /WORKS   |          |         |          |                | OODS /SERVICE |                             | IIF VES A | NICWED E                         | ADT D.2  |           |
| OFFERED?   | [IF YE   | S ENC   | LOSE PE  | ROOF]          |               | (S OFFERED?                 | ,,,       | S [IF YES ANSWER PART B:3 BELOW] |          | ANI D.S   |
|  |          |         |          |                |               |                             |           |                                  |          |           |
| SIGNATURE OF BIDDER  |          |         |          |                | DATE          |                             |           |                                  |          |           |
| CAPACITY UNDER WHICH THIS BID IS                                       |          |         |          |                |               |                             |           |                                  |          |           |
| SIGNED (Attach proof of authority to sign                              |          |         |          |                |               |                             |           |                                  |          |           |
| this bid; e.g. resolution of directors, etc.)                          |          |         |          |                | T07.11        |                             |           |                                  |          |           |
| TOTAL NUMBER OF ITEMS OFFERED  |          |         |          |                | INCLUS        | BID PRICE (A                | ᄔ         |                                  |          |           |
| BIDDING PROCEDURE ENQUIRIES MAY BE I                                   | DIRECT   | ED TO:  |          | TECHNI         |               | ORMATION M                  | ΔVRI      | F DIRECTE                        | ED TO:   |           |
| DEPARTMENT/ PUBLIC ENTITY  |          |         |          | CONTAC         |               |                             | A 1 DI    | - DINECTE                        | יטו עי   |           |
| CONTACT PERSON   |          |         |          | TELEPH         |               |                             |           |                                  |          |           |
| TELEPHONE NUMBER   |          |         |          | FACSIM         |               |                             |           |                                  |          |           |
| FACSIMILE NUMBER   |          |         |          | E-MAIL         |               |                             |           |                                  |          |           |
| E-MAIL ADDRESS   |          |         |          | _ 11// 11/2 /  | JUINE         |                             |           |                                  |          |           |

# PART B TERMS AND CONDITIONS FOR BIDDING

| 1.               | BID SUBMISSION;   |
|------------------|---|
| 1.1              | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOI CONSIDERATION.   |
| 1.2.             | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE  |
| 1.3.             | BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BIDDING INSTITUTION. |
| 1.4.             | WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION                             |
| 1.5.             | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.   |
| 2.               | TAX COMPLIANCE REQUIREMENTS   |
| 2.1              | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  |
| 2.2              | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.   |
| 2.3              | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  |
| 2.4              | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.  |
| 2.5              | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.   |
| 2.6              | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |
| 3.               | QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS  |
| 3.1.             | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   |
|                  | DOES THE PIDDED HAVE A PRANCH IN THE DOLL   |
|                  | DOES THE BIDDED HAVE A DEPMANENT SOTABLISHMENT SOTABLISHMENT  |
|                  | DOES THE DIDDED HAVE ANY COURSE OF MACANETING   |
| o. <del></del> . | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?   |
| IF TH            | E ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX   |

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

# DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

INVITATION FOR BIDDERS TO SUBMIT PROPOSALS TO PROVIDE AN ALL-INCLUSIVE EVENT MANAGEMENT SERVICE, FOR ADVERTISING, BRANDING MATERIAL, MEDIA-BUYING SERVICES, CONFERENCE PACKS, PROMOTIONAL MATERIAL, AND EVENT LOGISTICAL REQUIREMENTS (GOODS AND SERVICES), FOR THE G20 HEADS OF STATE AND GOVERNMENT SUMMIT UNDER THE SOUTH AFRICAN PRESIDENCY, SCHEDULED TO TAKE PLACE BETWEEN 22 TO 23 NOVEMBER 2025, IN GAUTENG



**TERMS OF REFERENCE** 

**CLOSING DATE: 05 MAY 2025** 

INVITATION FOR BIDDERS TO SUBMIT PROPOSALS TO PROVIDE AN ALL-INCLUSIVE EVENT MANAGEMENT SERVICE, FOR ADVERTISING, BRANDING MATERIAL, MEDIA-BUYING SERVICES, CONFERENCE PACKS, PROMOTIONAL MATERIAL, AND EVENT LOGISTICAL REQUIREMENTS (GOODS AND SERVICES), FOR THE G20 HEADS OF STATE AND GOVERNMENT SUMMIT UNDER THE SOUTH AFRICAN PRESIDENCY, SCHEDULED TO TAKE PLACE BETWEEN 22 TO 23 NOVEMBER 2025, IN GAUTENG

# 1. PURPOSE

The Department of International Relations and Cooperation (hereinafter referred to as "DIRCO") intends to appoint a reputable service provider/s to provide an all-inclusive event management service, for advertising, branding material, media-buying services, conference packs, promotional material, and event logistical requirements (goods and services), for the G20 heads of state and government summit under the South African Presidency, scheduled to take place between 22 to 23 November 2025, in Gauteng

## 2. BACKGROUND

The Republic of South Africa (RSA) assumed Presidency of the plurilateral body known as the Group of Twenty (G20) on 1 December 2024. It is anticipated that during our G20 Presidency, the country will host around 130 sectoral meetings and events which will culminate in a Heads of State and Government Summit scheduled for November 2025

The hosting of the G20 will be one of the largest National Projects, requiring a whole-of-government and society approach. The importance of coordination, collaboration, consultation, and sharing of information for a successful G20 Presidency should therefore be underscored.

Cabinet has approved an "Official Calender of Events" that includes 130 sectoral meetings and events which will culminate in a Heads of State and Government Summit scheduled to take place from 22-23 November 2025. In accordance with the Cabinet decision, all G20 meetings hosted in the RSA under our Presidency will be classified as Conferences/Meetings whilst the Leaders gathering in November 2025 will be classified as a Summit.

In preparation for the Summit, South Africa, through DIRCO, is required to facilitate logistical arrangements, which include the procurement of branding material, advertising services, media buying services, conference packs, promotional material, and event logistical requirements.

# 3. SCOPE OF WORK

The terms of reference have been divided into five (5) categories of services that will be required for South Africa's G20 Presidency build-up meetings and summit, scheduled to take place during the year 2025.

# Bidders MUST quote DIRCO on all categories.

Services that will be required for the 2025 G20 Summit are as follows:

3.1 branding services (state protocol lounges, hotels, airports)

- 3.2 media-buying services,
- 3.3 conference packs (conference stationery),
- 3.4 promotional material, and
- 3.5 Events logistical requirements (Morning Live Breakfast Events).

### 4. TASK DIRECTIVE

Bidder/s will be required to submit a comprehensive proposal, branding plan and project plan on the execution of all the goods and services as prescribed herein. The proposal, branding plan and project plan must, among others, clearly indicate dates, timeframes, and the way 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.

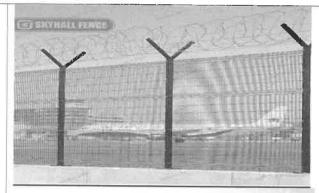
# 5. SPECIFICATION

# 5.1 CATEGORY A: Branding material

Bidders are requested to quote the department on branding material for South Africa's G20 Presidency as follows:

| NO. | ITEM/SERVI<br>CE  | DESCRIPTION                                 | QUANTITY |
|-----|---|---|----------|
|     | AIRPORT BRANDING AT THE FOLLOWING AIRPORTS: - O.R. Tambo - Lanseria - Waterklo of base - Cape Town Internatio nal - King Shaka Internatio nal - Kimberle y airport - Polokwan e Gateway Airport - Pilanesb erg Internatio | Branded Welcome desks (on rental)  - Design | o,       |

|   | nal  | Media Backdrops  |                                       | X15 (1 per airport and |
|---|--|--|---------------------------------------|------------------------|
|   | Airport  |  | d each information desk)              | 3 at OR Tambo)         |
| - | Bhisho   |  | ,                                     | ,                      |
|   | Airport  | <ul> <li>Dimensions</li> </ul>   | 3000 x 2000mm                         |                        |
| - | Bram   | <ul> <li>Material</li> </ul>   | Sublimated fabric (non-               |                        |
|   | Fisher   |  | sparent)                              |                        |
|   | Internatio<br>nal  |  | actable construction                  |                        |
|   | 16   | <ul> <li>Supplied with ca</li> </ul>   | arry bag                              |                        |
|   | Mpumala  | Madia Danishan D   |                                       | WAS CITED IN           |
|   | nga  | Media Backdrop Backdr |                                       | X10 (allocation per    |
| - | George   | (1 rotocor lourige etc   | •)                                    | airport to be advised) |
| - | Nelspruit  | <ul> <li>Dimensions</li> </ul>   | 8m(w) x 3m(h)                         |                        |
|   |  | Material   | Sublimated fabric (non-               |                        |
|   |  |  | sparent)                              |                        |
|   | The state of the s | <ul> <li>Finishing</li> </ul>  | High Level Full Colour Print          |                        |
|   |  | Branding   | Full colour                           |                        |
|   |  | <ul> <li>Supplied with ca</li> </ul>   | arry bag                              |                        |
|   |  |  |                                       |                        |
|   |  | Pull/Roll Up Banne   |                                       | X40 (allocation per    |
|   |  | (State Protocol Lour   | nges & dedicated Airport lanes)       | airport to be advised) |
|   |  |  |                                       |                        |
|   |  | Dimensions   | 850mm(w) x 2 000mm(h)                 |                        |
|   |  | Branding   | Full Colour                           |                        |
|   |  | Finishing  | High Level Full colour Print          |                        |
|   |  | <ul> <li>Material</li> </ul>   | Lay flat White PVC quality &          |                        |
|   |  | Wide Base  | resolution                            |                        |
|   |  | Branding   | Aluminium Alloy<br>Full colour        |                        |
|   |  | <ul> <li>Supplied with ca</li> </ul>   |                                       |                        |
|   |  | • Supplied Willi Ca  | Try bag                               |                        |
|   |  | Directional signage  |                                       | X200                   |
|   |  | (Floor decals at the   | O.R Tambo Airport for the duration of |                        |
|   |  | one week)  |                                       |                        |
|   |  |  |                                       |                        |
|   |  | Material   | Vinyl                                 |                        |
|   |  | Size   | 30x20cm                               |                        |
|   |  | <ul> <li>Slip and scratch</li> </ul>   | resistant                             |                        |
|   |  | Airport Fence Wran   | igler Wrap                            | X1                     |
|   |  | (OR Tambo Internati  | onal Airport)                         |                        |
|   |  |  |                                       |                        |
|   |  | <ul> <li>Dimensions</li> </ul>   | 2000m(w) x 5m(h)                      |                        |
|   |  | <ul> <li>Material</li> </ul>   | Sublimated fabric (non-               |                        |
|   |  |  | transparent) finished with webbing    |                        |
|   |  | A 1 1141   | all around                            |                        |
|   |  | <ul> <li>Additional</li> </ul>   | Eyelets every 500mm apart             |                        |
|   |  | Etato to to  | and hemmed for strength.              |                        |
|   |  | Finishing  | High Level Full Colour Print          |                        |
|   |  | <ul> <li>Branding</li> </ul>   | Full colour                           |                        |
|   |  |  |                                       |                        |





# Bollard Wrapping: Arrivals and Departure Zones O.R Tambo International Airport ONLY

Description Material Size

3-sided bollard cover 3mm Correx

36" x 4.5





X 50

## Important notes:

- The design team from the bidding company will work closely with the G20 design team from DIRCO and get approval for artwork before print.
- The Successful Bidder will be responsible for: Production, Installation, Delivery and Breakdown/Removal
  of Branding Material at all identified airports in the respective provinces.
- The Successful Bidder will be required to deliver the above branding requirements at the abovementioned airports, and further details to be communicated to the successful bidder.
- Further delivery plan with timelines will be communicated to the successful bidder.
- All deliveries and installations to be completed by 15 November 2025

# 5.2 CATEGORY B: Media buying services

Bidders are requested to quote the department on Media Buying services for South Africa's G20 Presidency meetings and Summit as follows:

- Design services for all print media buying platforms stipulated under the category,
- · Placement of radio advertisements,
- · Placement of print advertisements, and
- Placement of billboards.

| 10. | ITEM/SERVICE                             | DESCRIPTION   | QUANTITY   |
|-----|--|---|--|
| 1.  | Design<br>Services                       | Bidders will be required to provide graphic design services on all print media in line with the provided G20 logo/brand guidelines and approved messaging. The design team from the bidding company will work closely with the G20 design team from DIRCO.  • Artwork will be signed off by DIRCO prior to production/application.  | Across all areas.  |
| 2.  | Placement of:<br>Radio<br>Advertisements | 27 Week National Campaign 2025 (01 June until 30 November 2025 Excluding weekend)  Service Providers are requested to assist with the placement of radio adverts on the following national and commercial stations.  Power FM  Lesedi FM  Umhlobo Wenene FM  Motsweding FM  Thobela FM  Metro FM  SA FM  702  Radio 2000  Capricorn FM  947 (94.7)  Ukhozi FM  Munghana Lonene FM  Munghana Lonene FM | X2 Bursts per<br>Day, per Station<br>X over 27 weeks<br>(excluding<br>weekends)<br>=4,500 Bursts<br>per station (27-<br>week campaign) |

|    |   | ADVERT SPECIFICATIONS   |   |
|----|---|---|---|
|    |   | <ul> <li>Number of Stations X15</li> <li>Segments X1 Morning show (per station)</li> <li>X1 Afternoon show</li> </ul>   |   |
|    |   | <ul> <li>(per station)</li> <li>Length of Advert/s 30 seconds</li> <li>Duration X2 Bursts per day, per station for 27 weeks (1 June – 30 November 2025)</li> </ul>  |   |
|    |   | N.B.: Radio Adverts will be produced and provide by the Department (DIRCO)  | ed  |
| 3. | Placement of:<br>Print and online<br>Advertisements | 27 Week Print and online Media Campaign Service Providers are requested to assist with the placement of adverts in the following newspaper publications (print and/or online placements)  | X1 Placement<br>per Publication<br>per week |
|    |   | Weekends  | (1 June – 30<br>November 2025)              |
|    |   | <ul><li>✓ City Press</li><li>✓ Sunday World</li><li>✓ Sunday Times</li></ul>  |   |
|    |   | Weekdays  |   |
|    |   | <ul> <li>✓ The Sowetan</li> <li>✓ Business Day</li> <li>✓ City Press</li> <li>✓ Mail &amp; Guardian</li> <li>✓ Cape Times</li> <li>✓ Daily Maverick</li> <li>✓ The Star</li> </ul>  |   |
|    |   | ADVERT SPECIFICATIONS   |   |
|    |   | <ul> <li>Size</li> <li>Trim</li> <li>Bleed</li> <li>Finish</li> <li>Quantity</li> <li>publication</li> <li>90h X 205w mm</li> <li>95h X235w mm</li> <li>100h X 245w m</li> <li>Full colour</li> <li>X1 Burst per</li> <li>per week</li> </ul> |   |
| 4. | Billboard<br>Advertising                            | Bidder/s are requested to assist with seventeen (17) Billboard applications for the duration of 27 weeks at the following sites:  | X17 Billboards                              |
|    |   | <ul> <li>a) Billboard on R21 (Site number: 115040-01)</li> <li>b) Billboard on R21 (15077-01)</li> <li>c) Between Samrand and Allendale offramps<br/>North</li> <li>d) Between Samrand &amp; Allendale offramps</li> </ul>                    | November 2025)                              |

| e)                                    | Billboard on the freeway from OR Tambo                 |  |
|---------------------------------------|--|--|
|                                       | International Airport to CBD                           |  |
| f)                                    | Billboard on the freeway from CBD to OR                |  |
|                                       | Tambo International Airport                            |  |
| g)                                    | Billboard on the N2 from Cape Town                     |  |
|                                       | International Airport to CBD                           |  |
| h)                                    | Billboard on the N2 from CBD to Cape Town              |  |
|                                       | International Airport                                  |  |
| j)                                    | Billboard on the freeway from King Shaka               |  |
|                                       | International Airport to CBD                           |  |
| j)                                    | Billboard on the freeway from CBD to King              |  |
| k)                                    | Shaka International Airport                            |  |
| k)                                    | Billboard situated between the N1 and the N2 Freeways. |  |
| D                                     | Billboard on the N1, from Polokwane to                 |  |
| , ,                                   | Pretoria,  |  |
| m)                                    | Billboard on the N1, from Pretoria to                  |  |
| · · · · · · · · · · · · · · · · · · · | Polokwane,   |  |
| n)                                    |  |  |
| o)                                    | Billboard on the N4, from Nelspruit to Pretoria,       |  |
| p)                                    | Billboard on the N14, to Lanseria Airport              |  |
| (p)                                   | Billboard on the N14, from Lanseria Airport            |  |
| Important notes:                      | ·  |  |

- The Successful Bidder will be responsible for: Production, Installation, Delivery and Breakdown/Removal of Branding Material at all identified venues.
- The design team from the bidding company will work closely with the G20 design team from DIRCO and get approval for artwork before print.
- Further delivery plan with timelines will be communicated to the successful bidder.
- Timelines for all media buying services should be as per specification (1 June 30 November 2025)

#### 5.3 **CATEGORY C: Conference Packs**

Bidders are requested to quote the department on conference packs for South Africa's G20 Presidency meetings and Summit as follows:

- Design services for all artwork required for promotional material stipulated under the category,
- Conference bags,
- Notebook with folder sets.
- Branded Executive pens,
- Branded pens (Delegates, senior management and media)
- Coffee table books,
- Beaded lanyards,
- Lapel pins,
- Lanyards, and
- Gift bags.

| BRAN | IDED CONFERENC     | E PACKS   |                   |
|------|--------------------|---|-------------------|
| NO.  | ITEM/SERVICE       | DESCRIPTION   | QUANTITY          |
| A.   | DESIGN<br>SERVICES | Bidders will be required to provide graphic design services on all branding material in line with the provided G20 logo/brand guidelines. The design team from the bidding company will work closely with the G20 design team from DIRCO. | Across all areas. |

|    |                                       | <ul> <li>Artwork examples will be provided but will need to be adjusted according to specific products.</li> <li>Artwork will be signed off by DIRCO prior to production/application.</li> </ul>   |      |
|----|---------------------------------------|--|------|
| В. | HEADS OF<br>STATE PACKS<br>(X110 pax) | Premium Leather briefcase  Equivalent to the following Quality:  - Material Premium full-grain genuine leather  - Size Fits up to a 14-inch laptop  - Design Compact single-gusset  - Colour Dark brown  - Features Durable cotton lining  - Branding Foiling/ Debossing  Example: | X110 |
|    |                                       | Branded A4 Notebook with Leather folder  - Folder quality Genuine Leather Zipped folder  - Size A4  - Pages Branded lined pages  - Colour Dark brown  - Branding Foiling/Debossing  Example:   | X110 |

|    |                            | Branded Executive pen   | X110 |
|----|----------------------------|---|------|
|    |                            | <ul> <li>Description Executive fountain pen</li> <li>Branding Engraving</li> <li>Ink Black</li> <li>Example:</li> </ul>   | ζ.   |
|    |                            | Coffee table book Book Title: THE 21 ICONS BOOK  - Author Harriet Pratten - Published by Quiver tree Publications - Release date 2013 - Dimensions 350 x 280mm (L x W) - Format Hard cover - Pages 192 - ISBN-13 978-0-9922169-0-0  | X110 |
|    |                            | 21,   |      |
| C. | MINISTERS PACKS (X500 pax) | Leather Messenger Bag         Equivalent to the following:         - Material       100% Genuine Leather         - Colour       Desert         - Dimensions       L-40cm x W-18cm x H-32cm         - Features       5 inner compartments         - Branding       Full colour Screen Print/ Heat         Press     Example: | X500 |
|    |                            | Branded A4 Notebook with Leather folder  - Material Genuine leather  - Size A4  - Pages Branded lined pages  - Branding Foiling/ Laser embossing  | X500 |

| Brandad Evacutive and   |      |
|---|------|
| Branded Executive pen Equivalent to the following quality:  - High quality pen - Fishing Chrome - Branding Engraving Example:   | X500 |
| Coffee table book Book Title: THE 21 ICONS BOOK  - Author Harriet Pratten - Published by Quivertree Publications - Release date 2013 - Dimensions 350 x 280mm (L x W) - Format Hard cover - Pages 192 - ISBN-13 978-0-9922169-0-0 | X500 |
| Custom Lapel pin  Pin type Two-piece Metal (brass), with magnetic back piece  Size ±24mm Material Brass Branding 2025 G20 logo  | X500 |

| D. | DELEGATES            | Leather Briefcase  | 1 1/0 000 |
|----|----------------------|--|-----------|
| 5. | PACKS<br>(X2000 pax) | <ul> <li>Quality</li> <li>Material</li> <li>Lining Material</li> <li>Size</li> <li>Weight</li> <li>Branding Press</li> </ul> 100% Genuine Leather (e.g. Cowhide)  Polyester 29cm x 40cm x 7cm  1.1kg  Full colour Screen Print/ Heat | X2,000    |
|    |                      | Example:   |           |
|    |                      | Pranded A4 Notebook with folder  - Folder Material Synthetic leather - Size 27.3 (I) X 20.5 (w) X 1.5 (h) - Pages Branded lined pages - Branding Foiling  Example:   | X2,000    |
|    |                      | Branded Executive Metal/ Aluminium pen  - Quality High quality - Material Enamelling on Brass, - Type Rollerball Pen Refill - Ink Black - Dimensions 138mm x 15mm x 7mm - Branding Laser Engraving                                   | X2,000    |

|    |                        | Lapel pin   | X2,000  |
|----|------------------------|---|---------|
|    |                        | - Pin type Two-piece Metal (brass), with magnetic back piece - Size ±24mm - Material Brass - Branding 2025 G20 logo   | 7.2,000 |
|    |                        | 03  |         |
| E. | MEDIA PACKS<br>(X3500) | Branded Backpack  - Quality Trolley Backpack  - Material Polyester 1680D  - Size 53.5 x 32 x 20cm  - Inner Volume 25 litres  - Weight 2,515g  - Features Combo backpack & trolley for laptop, Airplane friendly:  - Protective padded laptop compartments,  - Aluminium double arm trolley with dedicated pocket, Back pocket to store the backpack shoulder straps  - Branding Print  Example: | X3,500  |
|    |                        | Branded A5 Notebook  - Quality  | X3,500  |

| Power banks   Chrome Plated Copper & Stainless   Steel  |
|---|
| - Quality High speed and quality 10000mAh - Materia Aluminium & ABS Plastic - Size 14cm (I) x 7cm (w) x 1.4cm (h) - Capacity 10000mAh - Branding Laser Engraving  Other features: - Battery 10000mAh Lithium Polymer - Input 5V/2A via both Type-C and Micro USB port - Output 5V/2A - Recharge Time 6 Hours - Discharge Time 4 Hours - A micro-USB port and a Type-C port - LED Light Power Capacity Indicator - 27cm Charging Cable  E. Senior Officials A5 Notebook and pen set X5 000 |
| V3 (00)   |
| V3 (00)   |
| 7,0,000   |
| - Description Prominence A5 Hard Cover Notebook - Material PU - Product Size 21(I) x14.3(w) x1.5cm (h) - Capacity A5 Pages Branded Lined Pages - Branding Screen Print  |
| Branded ball pen X5,000   |
| - Description High quality ball pen   |

| <ul><li>Material</li><li>Product Size</li><li>Branding</li><li>Colour</li></ul>                                      | Metal<br>16.6 (I) x 6 (w) x 2.9cm (h)<br>Screen Print<br>black (with black ink)       |        |
|--|---|--------|
|  |   |        |
| Lanyards  - Description  - Material  - Size  - Branding  - Colour  | Satin lanyards Satin & Metal 50cm x 2cm Full colour Screen Print Various              | X7000  |
| Branded Paper ba   | gs  | X5,000 |
| <ul> <li>Description</li> <li>Size</li> <li>Grammage</li> <li>Colour</li> <li>Finishing</li> <li>Branding</li> </ul> | Medium sized Gift bag A4 (255 X 120 X 300mm) 230gsm Black Matte Branded on both sides |        |
|  | GZQ   |        |

# Important notes:

- The Successful Bidder will be required to deliver the above material at the conference venue by 17 November 2025.
- The delivery plan with further timelines will be communicated to the successful bidder.
- The Successful Bidder/s will be required to insert all the above items into the conference bags (as per the
  required quantities and category. i.e. HoS, Ministers, Delegates, Media packs), before delivery.
- All conference packs must be delivered (pre-packed), at the conference venue by the 17 November 2025.
- The successful bidder will be required to provide the samples before the actual delivery

# 5.4 CATEGORY D: Promotional Material

Bidders are requested to quote the Department on branded promotional material for South Africa's G20 Presidency as follows:

- Golf t-shirts,
- Sweatshirts,
- Thermal water bottles, and
- Golf umbrellas.

| A. PROMOTIONAL MATERIAL  Golf t-shirts (unisex) Specifications  - Calgary golf shirt - 200 g/m² - 100% cotton piqué knit - 1x1 rib knit collar and cuffs - contrast colour neck tape - two-button placket - tone-on-tone logo buttons - side slits with contrast inner tape | NO. ITEM/SERVIC | CE DESCRIPTION  | QUANTITY |
|---|-----------------|---|----------|
| - Colour: (assorted) - Branding: Embroidery   | A. PROMOTION    | Golf t-shirts (unisex)  Specifications  - Calgary golf shirt - 200 g/m² - 100% cotton piqué knit - 1x1 rib knit collar and cuffs - contrast colour neck tape - two-button placket - tone-on-tone logo buttons - side slits with contrast inner tape - heat transfer main label - Colour: (assorted) |          |

# Long sleeve sweatshirts (unisex) X1000 Poly Spandex sweatshirt (unisex) 270 g/m<sup>2</sup> 100% mechanical stretch woven bonded to 100% polyester anti-pill treated micro fleece - lining: 100% polyester brushed tricot knit concealed zip pocket full zip with branded zip puller wind placket hidden inner pockets adjustable Velcro cuffs standard fit thumb holes - Colour: Black Branding: Embroidery THERMAL TRAVEL WATER BOTTLE X1000 Material Stainless steel, BPA-free Capacity 750ml Branding Full colour PU Print Branding: Full colour Screen Print Colour Black Example: Golf umbrella X500 Auto-Open Golf Umbrella Material: 190T Pongee, PP & Fibreglass Size: 132cm (d) Capacity: 8 Panels Branding: Full colour Screen Print

Colour: Black



# Important notes:

- The Successful Bidder will be required to deliver the above material at the conference venue.
- The delivery plan with timeline will be communicated to the successful bidder.
- All conference packs must be delivered (pre-packed), at the conference venue.
- The Successful Bidder will be required to deliver the above material at the conference venue by 17 November 2025.

# 5.5 CATEGORY E: Event logistics (G20 Live Broadcast Breakfast)

Bidders are requested to quote the Department on logistical requirements (goods and services) for the G20 Summit Live Broadcast Breakfast as follows:

|             | Catering requirements (Live Broadcast Breakfast) |   |                   |  |  |
|-------------|--|---|-------------------|--|--|
| No.:        | ITEM   | QUANTITY  |                   |  |  |
| Α.          | DESIGN<br>SERVICES                               | Bidders will be required to provide graphic design services on all branding material in line with the provided G20 logo/brand guidelines. The design team from the bidding company will work closely with the G20 design team from DIRCO.  • Artwork examples will be provided but will need to be adjusted according to specific products.  • Artwork will be signed off by DIRCO prior to production/application.   | Across all areas. |  |  |
| B. Catering |  | 96% Halaal on all food 10% vegetarian, and 4% plated kosher meals ** The below menu is meant to serve as a guideline, suppliers are encouraged to provide alternative options.  On Arrival at 5am (Coffee station)  • Assorted South Africa teas ( Rooibos tea, ceylon tea, etc)  • Fresh Coffee station (The coffee station should have a variety of hot beverages, filter coffee, cappuccinos, latte, etc)  • Assorted 100% canned fruit juices • Freshly baked assorted pastries  On each table  • Freshly baked scones served with fresh cream and an | X500 Guests       |  |  |

| <ul> <li>Cheeseboard – Assortment of cheeses</li> <li>Assortment of mini breads</li> <li>Fresh seasonal fruit</li> </ul>   |  |
|--|--|
| Eggs Benedict with smoked salmon, hollandaise and mushroom skewers topped with fresh rocket     Cheese and herb corn bread stacker topped with scrambled eggs and a drizzle of pesto topped with swirls of smoked salmon               |  |
| Beverages     Assorted South Africa teas (Rooibos tea, Ceylon, etc)     Fresh Coffee station (The station coffee should have a variety of hot beverages, filter coffee, cappuccinos, latte, etc)     Assorted 100% canned fruit juices |  |

N.B.: It is important for Bidders to note that the successful bidder will be required to host a food tasting for X6 DIRCO Officials a week prior to the events taking place, to confirm the final menu

X 50 Waitrons (1:10) dressed in uniform, presentable

500ml Bottled Water (still and sparkling)

and formal

|      |       | Decor requirements (Live Broadcast Breakfast)   |                                  |
|------|-------|---|----------------------------------|
| No.: | ITEM  | DESCRIPTION   | QUANTITY                         |
| c.   | DÉCOR | <ul> <li>Entrance to the Breakfast area</li> <li>X2 Plinths with large floral arrangements/displays on top (on either side of the entrance) (Floral arrangement should include: Proteas, Tulips, Hydrangeas, Lilies/stargazers and other votives)</li> <li>X1 Red carpet at the main entrance to Delegates dining room (Size: 20m)</li> </ul> | As per the décor<br>requirements |
|      |       | <ul> <li>Arrival Area</li> <li>X2 Console tables with large floral arrangements/displays and Mirror against the wall (Floral arrangement should include: Proteas, Tulips, Hydrangeas, Lilies/ stargazers and other votives)</li> </ul>  | As per the décor<br>requirements |
|      |       | <ul> <li>On Stage</li> <li>X6 Wingback chairs (for Panel members)</li> <li>X5 Low wooden side tables, each with a low fresh floral centre piece (table positioned between chairs)</li> <li>X1 Persian Rug (±6X2m)</li> </ul>  | X6<br>X5<br>X1                   |
|      |       | MAIN VENUE/ BALLROOM AREA – SEATING 500 quests  Décor requirements are as follows;  Table requirements  X63 Round tables (each seating eight quests)  | X500 guests                      |

Waitrons

X50

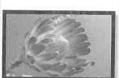
|                     | <ul> <li>Tufted/ dining chairs (Seating 500)</li> <li>Linen Tablecloths</li> <li>Satin overlays</li> <li>Satin napkins,</li> <li>Glass charger plates,</li> <li>Crystal glassware,</li> <li>Centre pieces – SA floral (i.e.: proteas, stargazer lily, tulips, orchids etc.)</li> <li>Presidential Cutlery (Stainless 18/10 grade)</li> <li>Presidential Crockery (Fine bone China)</li> <li>Table Numbers</li> <li>Additional Room requirements</li> <li>X8 Plinths with floral arrangements</li> <li>NOTE: The Successful bidder will be required to conduct a mock set-up for final approval a week prior</li> </ul> |             |
|---------------------|--|-------------|
| Event<br>Stationery | <ul> <li>to the event</li> <li>Menu/Programme cover:</li> <li>Size: 195mm-w/185mm-h</li> <li>Folded and scored in half (97mm-w/185)</li> <li>Gold foiling and full-colour printing.</li> <li>Paper: Saville Row</li> <li>Colour: Natural Ivory (280gsm)</li> <li>Menu/Programme insert:</li> <li>Size: 195mm-w/ 185ww-h</li> <li>Folded and scored in half (97mm-w/185mm-h)</li> <li>Printing full colour only</li> <li>Paper: Saville Row</li> <li>Colour: Natural Ivory (120 gsm)</li> </ul>   | X500 Guests |

<sup>\*\*</sup> Suggested decor layout should be included in the proposal. The successful bidder will be required to do a mock set up prior to approval of the final look and feel.

# Look and feel guideline













| No.:       | ITEM         | (Live Broadcast Breakfast)  DESCRIPTION   | QUANTITY |
|------------|--------------|---|----------|
| <b>)</b> . | Stage design | The successful service provider will be required to develop three (3) stage designs for the Department's consideration, based on the below brief:           | X1       |
|            |              | Concept: Multi-dimensional built set which incorporates the G20 logo (in 3-d), screens and other digital props. Please see the below illustrative examples: |          |
|            |              |   |          |
|            |              | CONT. CONT.   |          |
|            |              | Dimensions  |          |
|            |              | • Stage: 10m x 5m (0.6m high)   |          |
|            |              | <ul> <li>Ramp: 1.2m x 6m (0.6m high)</li> <li>Must include; Steps &amp; Cladding/ Skirting</li> </ul>   |          |

| Digital Lectern | LCD Digital Lectern (Black)   | X1                     |
|-----------------|---|------------------------|
| Camera risers   | X3 Camera riser (1.2m x 2.4m)   | X3                     |
| PA System       | <ul> <li>PA System (which also allows for background music)</li> <li>X7 Lapel Microphones (Programme director and panellists)</li> <li>X7 Microphones (backup solution for panellists)</li> <li>X3 Roving microphones (Q&amp;A Session)</li> </ul>  | As per technical rider |
| AV Equipment    | <ul> <li>X4 50" LED Screens on stands (for live feeding and branding)</li> <li>N.B.: Must provide 32 gb USB for each screen</li> </ul>  | X4                     |
| Lighting        | <ul> <li>X1 Lighting Cabling and Multicores</li> <li>X2 Single Receiver</li> <li>X2 Single Transmitter</li> <li>X1 Ultralight - Complete</li> <li>X10 Washlight</li> <li>X24 Ledforce 18 RGBW</li> <li>X6 Colour Spot 700E</li> <li>X6 ETC SOURCE 4 Par 4 EA</li> <li>X1 12 Way Dimmer</li> </ul> | As per requirements    |

### 6. VALIDITY OF PERIOD OF QUOTATION.

Validity period from date of closure: 120 days

### 7. EVALUATION METHODOLOGY

- 7.1 All the quotations received will be evaluated in the following four (4) phases (Administrative, Functionality, Site Inspection and Price)
- 7.2 Bidders are required to submit responsive bids by completing all the prices and mandatory response fields on the provided pricing schedule for the individual items. Refer to Pricing Schedule SBD 3.1.1, SBD 3.1.2, SBD 3.1.3, SBD 3.1.4, and SBD 3.1.5
- 7.3 Non-compliance with this condition may invalidate the bid for the item(s) concerned.

# 7.4 Phase 1: Administrative Compliance

All potential Service Providers must comply with all minimum requirements in the Administrative Compliance Phase in order to qualify for the next stage of the evaluation process. The minimum requirements which must be fully and comprehensively completed are as follows:

# Minimum Requirements

Table 1: Documents that must be submitted for Pre-qualification

| Document that must be submitted  | Non-submission may result in disqualification |   |  |
|--|---|---|--|
| Registration on Central Supplier<br>Database (CSD)   | YES   | The Service Provider 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 https://secure.csd.gov.za/ to obtain your vendor number.     |  |
| Completed and signed Standard Quotation Documents SBD 4, SBD 1  In case of Joint Venture arrangement, all Service Providers/members must also submit all the mandatory documents | YES   | In the event the Service Provider fails to submit the completed documents at the time of submitting the proposal, a Service Provider will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the Service Provider |  |
| Completed and signed SBD 6.1   | NO  | Completed and signed SBD 6.1 PPR specific goal points will be allocated to bidders on submission of the following documentation or evidence:  A duly completed and signed Preference Point Claim Form: SBD 6.1; and   |  |

|   |       | In case of a Joint Venture a joint               |
|---|-------|--|
|   |       | BBBEE certificate that indicate the              |
|   |       | identified specific goals must be                |
|   |       | submitted.                                       |
|   |       | Failure to submit the signed documents will      |
|   |       | not be a disqualifying factor but will result in |
| It is now noted that I is a first of the second   | ļ.,   | forfeiting points on specific goals.             |
| It is expected that bidder/s complete the attached SBDs which will itemize all costs on | YES   | All bidders must complete, initial, and          |
| services related to the event as indicated in   |       | sign all the SBD 3.1 forms.                      |
| the specifications (VAT inclusive);   |       |  |
| SBD 3.1.A(Branding)   |       | By completing all SBD 3.1 forms bidders          |
| SBD 3.1.B(Media Buying Services)  |       | confirm that they have quoted as per all the     |
| SBD 3.1.C(Conference Packs)   |       | above requirements.                              |
| SBD 3.1.D(Promotional Material)   |       | Ed. 1 1 mm                                       |
| SBD 3.1.E(Events Logistical (G20 Live   |       | Failure to submit will lead to disqualification  |
| Broadcast Show)   |       |  |
| SBD 3.1.F (Consolidation of all categories)   |       |  |
| Tax compliance Status on CSD  | YES   | In the event where the Service                   |
|   |       | Provider submits a hard copy of the              |
|   |       | Tax Clearance Certificate, the CSD               |
|   |       | verification outcome will take                   |
|   |       | precedence.                                      |
|   |       | In the event the Service Provider is not         |
|   |       | tax complaint at the time of                     |
|   |       | submission of the proposal, the                  |
|   |       | Service Provider will be notified in             |
|   |       | writing of their non-compliance status           |
|   |       | and will be given 7 working days to              |
|   |       | submit a proof from SARS of their tax            |
|   |       | compliance status                                |
|   |       | The Service Provider will be                     |
|   |       | disqualified should they fail to provide         |
|   |       | written proof of their tax compliance            |
|   |       | status after 7 days of notification              |
| Valid Municipality certificate of   | YES   | Bidders must submit a Valid                      |
| Acceptability for food premises   |       | Municipality certificate of                      |
|   |       | Acceptability from their supplier/s and          |
|   |       | must have written agreement                      |
|   |       | between the supplier and the bidder              |
|   |       | as proof.  |
|   |       | ασ ρισσι.  |
|   |       | Failure to submit will result in                 |
|   |       | disqualification.                                |
|   |       |  |
| Halaal certificate  | YES   | Bidders must submit a valid Halaal               |
|   | . = + | certificate or valid Halaal certificate          |
|   |       |  |
|   |       | from their supplier/s and must have              |
|   |       | written agreement between the                    |
|   |       | supplier and the bidder as proof.                |

| electrical trade test certificate/electrical<br>qualification from Higher Learning<br>Institutions  | YES | Failure to submit will result in disqualification.  Bidders must submit an electrical trade test certificate/electrical qualification from Higher Learning Institutions or must submit electrical        |
|---|-----|--|
|   |     | trade test certificate/electrical qualification from Higher Learning Institutions from their supplier/s and must have written agreement between the supplier and the bidder as proof.                    |
|   |     | Failure to submit will result in disqualification.   |
| Attendance of a compulsory briefing session.  | YES | Failure to attend will result in disqualification.   |
| In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached.  | YES | In case of a Joint Venture arrangement, a signed Joint Venture agreement must be attached with all SBD forms and joint venture BBBEE certificate that indicate the identified-specific goals on SBD 6.1. |
| Bidders to provide a commitment letter that indicate that should they be successful, 30% of the contract¹ will be sub-contracted to Qualifying Small Enterprise (QSE) or Exempt Micro Enterprise (EME). | YES | Failure to submit the commitment letter will result into the bidder being disqualified.  |
| Companies must provide Media<br>Communication Certificate (MCC) or<br>written proof of partnership with a<br>company that has MCC certificate and   | YES | Bidders must submit a MCC certificate from their supplier/s and must have written agreement between the supplier and the bidder as proof.  |
|   |     | Failure to submit will result in disqualification.   |

<sup>&</sup>lt;sup>1</sup> Contract – means the agreement, which results from the acceptance of the bid.

| Bidders are requested to provide a company profile demonstrating a minimum of five (5) years' experience in providing Branding Material, Media Buying Services, Conference Packs, Promotional Material, Event Logistics. (Provide photographic evidence and background information demonstrating experience of similar events) | YES | Failure to submit detailed company profile will result in disqualification.   |
|--|-----|---|
| A case study (project plan) for high-<br>level branding, media planning and<br>high-level event management must be<br>submitted for "previous work done at<br>head of State level and of this calibre<br>and magnitude", the case study must<br>cover planning, execution and all other<br>elements of an event"               | YES | This case study (project plan) will cover event management service, for advertising, branding material, mediabuying services, conference packs, promotional material, and event logistical requirements (goods and services), and all elements for the application of the branding at all identified branding sites.  Failure to submit detailed company profile will result in disqualification. |

NB: Any Service Provider that fails to comply with any of the above minimum requirements will be regarded as submitting a non-responsive quote.

# 7.5 Phase 2: Functionality Criteria

A supplier that scores less than sixty (60 points) in respect of the "Functionality Criteria" during Phase 2 will be viewed as submitted a non-responsive bid and therefore disqualified.

| Criteria   |   |   |   | Weight |
|------------|---|---|---|--------|
| Experience | Bidders are requested to (provide photographic exinformation demonstrating service/s high level events International delegation or Experience in providing experience in providing experience in providing experience, conference packs event logistical requirement. | ridence ar<br>experience<br>of work do<br>Diplomatic (<br>similar eve<br>ninimum of<br>rent manag<br>material,<br>promotion | nd background<br>e of rendering a<br>ne that involves<br>Corps or events<br>ents for over 500<br>five (5) years'<br>gement service,<br>media-buying<br>al material, and | 30     |
|            | Evaluation Matrix   |   |   |        |
|            | Five (5) years' experience  | 1   |   |        |
|            | (-)   |   |   |        |
|            | Six (6) year' experience  | 2   |   |        |
|            |   | 2   | -   |        |

|            | F  | W =                        |  |        |
|------------|--|----------------------------|--|--------|
|            | Experience of Nine (9) years or more   | 5                          |  |        |
| Capability | Proof of a minimum of five (5) previous or nature (high level events of work of international delegation or Diplomatic similar calibre and magnitude covering Proof to be provided as contactable testimonials.  | done<br>Corps<br>over      | that involves<br>or events of<br>500 people)). | 5<br>f |
|            | References and written proof of projects revent management service, for advertising media-buying services, conference packs material, and event logistical requirements services) in the past five years. Both in the sector.  | g, bra<br>, pror<br>s (god | anding material,<br>notional<br>ods and        |        |
|            | Proof from five clients, private and public.  The Testimonial / reference letter must income to be deemed valid.  Company letterhead  Company name  A brief description of the service the and the level of satisfaction  Contact name  Address  Contact number  Duration of contact |                            |  |        |
|            | Evaluation Matrix  1 Testimonial   | 1                          | 7  |        |
|            | 2 Testimonials   | 2                          |  |        |
|            | 3 Testimonials   | 3                          | -  |        |
|            | 4 Testimonials   | 4                          |  |        |
|            | 5 Testimonials   | L.                         |  |        |
|            | o resumoniais  | 5                          |  |        |

| Project Plan for high-level branding, media buying, conference packs and promotional material for high-level event management must be submitted for "previous work  | Project Plan incorporating t Production of goods a Installation of media b Packaging of confermaterial Estimated delivery time required Breakdown/Removal abuying services at all Evaluation matrix  Production of goods and all production of goods and all production of goods are producted as a production of goods and all production of goods are producted as a production of goods are production of goods are producted as a producted as | and services buying and branding rence packs and nelines for all goods of Branding Materia identified venues. | services<br>promotional<br>and service | 15 |
|---|---|---|--|----|
| done at head of<br>State level and of<br>this calibre and   | One (1) factor covered two (2) factors covered  | 1Points 2 Points  |  |    |
| magnitude", the<br>project plan must<br>cover planning,<br>execution and all  | three (3) factors covered four (4) factors covered  | 3 Points 4 Points   |  |    |
| other elements of<br>an event"  | five (5) factors covered  | 5 Points  |  |    |
| Project Plan- Events logistical requirements (Morning Live Breakfast Events) for high-level event management must be submitted for "previous work done at head of State level and of this calibre and magnitude", the project plan must cover planning, | Delivery of Events log     Live Breakfast Event     times     estimated times of arr     set-ups;( décor, sound     staff deployment: (Tindicated under item well)     transportation of food.     Serving of food  It is imperative that service peroject plan what items will be  | istical requirements) plans with estimativals dand stage) otal number of valtrons)                            | ts (Morning ated delivery waitrons as  | 10 |
| execution and all other elements of an event"   | Evaluation Matrix: One (1) factor covered   | 1Points   |  |    |

| One (1) factor covered           | 1Points  |
|----------------------------------|----------|
| two (2) factors covered          | 2 Points |
| three (3) factors covered        | 3 Points |
| four (4) factors covered         | 4 Points |
| five (5) or more factors covered | 5 Points |

- NB: Morning live starts at 6h00 and end at 9h00
- Guests start arriving at 5h00
- Service provider to arrive at the venue and complete setup 2 hours before guests arrive

| indicating that the supplier v plated kosher meals. | e bidder must be s<br>vill provide the bid      | lder with   |   |
|---|---|---|---|
| No certificate                                      | 0 Points  |   |   |
| Certificate or certificate with agreement attached  | 5 Points  |   |   |
|   | No certificate  Certificate or certificate with | Plated kosher meals.  No certificate 0 Points  Certificate or certificate with 5 Points | No certificate 0 Points  Certificate or certificate with 5 Points |

# 7.6 Phase 3: Site Inspection

A supplier that scores less than sixty (60 points) in respect of the "Site Inspection Criteria during Phase 3 will be viewed as submitted a non-responsive bid and therefore disqualified.

| SITE INSPECTION REQUIREN                                   | IENTS             | WEIGHT      |
|--|-------------------|-------------|
| PRODUCTS (Conference and                                   | 40                |             |
| Quality of products and material                           | utilised          |             |
| Evaluation Matrix  |                   |             |
| Not in line with specification                             | 0 Points          |             |
| In line with specification                                 | 5 Points          |             |
| MOCK SET-UP  Quality of crockery, cutle                    | 20                |             |
| table  |                   | adon on the |
| Not in line with specification  In line with specification | 0 Points 5 Points | adon on the |
| Not in line with specification                             | 0 Points 5 Points | 20          |

| All the factors covered                              | 5 Points            |          |    |  |
|--|---------------------|----------|----|--|
| PERSONNEL UNIFORM                                    |                     |          | 20 |  |
| The used uniform is well prese<br>Evaluation Matrix: | entable and formal. |          |    |  |
| The Uniform presentation is acceptable.              | not formal nor      | 0 Points |    |  |
| The Uniform presentation is acceptable.              | formal and          | 5 Points |    |  |

# 7.7 Phase 3: Pricing and Preferential Points

7.7.1 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 (90/10): 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<br>allocated<br>(90/10 system)<br>(To be completed by the organ of<br>state) | Number of points<br>claimed (90/10<br>system)<br>(To be completed by the<br>tenderer) |
|---|---|---|
| Percentage (%) Ownership<br>by HDIs                         | Points (5)  |   |
| 51-100  | 2   |   |
| 1-50  | 1   |   |
| 0   | 0   |   |
| Percentage (%) Ownership by Women                           | Points (8)  |   |
| 81-100  | 4   |   |
| 61-80   | 3   |   |
| 21-60   | 2   |   |
| 1-20  | 1   |   |
| 0   | 0   |   |
| Percentage (%) Ownership by Youth                           | Points (6)  |   |
| 71-100  | 3   |   |
| 41-70   | 2   |   |

| 1-40                                   | 1          |  |
|--|------------|--|
| 0                                      | 0          |  |
| Percentage (%) Ownership by Disability | Points (1) |  |
| 1-100                                  | 1          |  |
| 0%                                     | 0          |  |

# 8. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture<sup>2</sup>, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate quotation.

Service Providers must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **The Department of International Relations and Cooperation** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/ or consortium arrangement.

#### 9. SUB-CONTRACTING

Service Providers/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the 2017 Preferential Procurement Regulations

- 9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in subregulation
- (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
- (a) an EME or QSE; This gazette is also available free online at www.gpwonline.co.za 28 No. 40553 GOVERNMENT GAZETTE, 20 JANUARY 2017 (9)
- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;

<sup>&</sup>lt;sup>2</sup> In case of a Joint Venture both parties shall be "jointly and severally" liable for any contractual breach or professional liability.

- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people.
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

## Stage 3 (90 + 10 = 100 points)

The Price and Preference points will be consolidated.

#### 10. GENERAL CONDITIONS OF CONTRACT3

Any award made to a Service Provider is conditional, amongst others, upon:

- The successful service provider will be required to submit proof of liability or insurance upon appointment
- b. The Service Provider accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon formal approval of the contract and prior to the commencement of the contract which the Department of International Relations and Cooperation is prepared to enter into a contract with the successful Service Provider.
- c. This contract shall be non-exclusive and DIRCO reserves the right at any time, including during the term of this contract, to enter into any agreement or arrangements with any other entities or persons for performance of all or any part of these services. DIRCO shall not incur liability to the appointed Service Provider(s) by virtue of its entry into such agreements.
- d. In accordance with Treasury Instruction Note dated 31 May 2011, paragraph 3.9.5, this Specific Term Contract shall be excluded from value limits as orders shall be placed as and when services are required and that at the time of awarding the Contract, exact required quantities shall not be known. DIRCO shall therefore not guarantee to the successful bidder(s) any monetary value or minimum quantity of any services to be provided under the Contract and DIRCO shall not be under any obligation to order a minimum quantity of services from the successful bidder(s) under the Contract. DIRCO shall further not be obliged to make use of every service for which is tendered.

<sup>&</sup>lt;sup>3</sup> The General Conditions of Contract as determined by National Treasury

Any quantities and/or volumes requested or indicated in the pricing schedule are for comparative bid purposes only. The delivered price shall be strictly for the actual quantity and/or volume ordered.

- e. It is expected that the successful bidder(s) is fully aware of import/export requirements and restrictions applicable to each of the various destinations and it is incumbent on the successful bidder(s) to advise DIRCO, its Missions and the official of any and all such country requirements and restrictions in a timely manner to avoid surcharges and/or penalties, supported by the relevant documentary evidence if and when requested by DIRCO.
- f. The Service Provider submitting the General Conditions of Contract to the Department of International Relations and Cooperation together with its quotation, duly signed by an authorised representative of the Service Provider.
- g. Service Provider's evaluation can only be done based on all requested information contained herein. The comprehensiveness of the procurement proposal can therefore be decisive in awarding thereof.
- h. For purposes of comparison and to ensure a meaningful evaluation, suppliers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- The prospective suppliers are required to indicate their costing per item and total cost (inclusive of VAT) on all SBD forms (SBD 3.1.1, SBD 3.1.2, SBD 3.1.3, SBD 3.1.4, and SBD 3.1.5) (Pricing schedule), for ease of evaluation. Prices/fees must be quoted in South African currency. Prices should be fixed and include VAT, any foreign exchange rates if applicable. Failure to comply with conditions may invalidate the bid.
- j. DIRCO reserves the right to conclude a Service Level Agreement<sup>4</sup>, SBD 7.2, and appointment letter with the appointed bidder to supplement the General Conditions of Contract
- k. Please take note that DIRCO is not obliged to select any of the bidders' submitted proposals.
- If the DIRCO receives sponsorship, it is expected that the prospective service provider will revise their quotation/bid accordingly.
- m. The Department of International Relations and Cooperation reserves the right to award the tender to a service provider that has public liability or insurance.

# 11. SPECIAL CONDITIONS OF THIS QUOTATION

a. To award this tender to a Service Provider that did not score the highest total number of points, in accordance with section 2(1)(f) of the PPPFA

<sup>&</sup>lt;sup>4</sup> Service Level Agreement – Negotiated agreement between DIRCO and Service Provider(s) that will record a common understanding about services, priorities, responsibilities, guarantees, and warranties. Each area of service scope shall have the "level of service" defined.

- b. To negotiate with one or more preferred Service Providers identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Service Provider who has not been awarded the status of the preferred Service Provider.
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Service Provider, whether before or after adjudication of the quotation.
- e. To correct any mistakes at any stage of the tender that may have been in the Quotation documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred Service Provider(s) have been notified of their status as such.
- g. Award to multiple Service Providers based either on operational needs and risk assessment

# 12. THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION REQUIRES SERVICE PROVIDERS TO DECLARE

In the Service Provider's Technical response, Service Providers are required to declare the following:

- a. Confirm that the Service Provider is to:
  - i. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of International Relations and Cooperation
  - Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - iii. Act with circumspection and treat the Department of International Relations and Cooperation fairly in a situation of conflicting interests;
  - iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of International Relations and Cooperation;
  - vi. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - vii. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department of International Relations and Cooperation as a client before any other consideration; and

viii. To ensure that any information acquired by the Service Provider from the Department of International Relations and Cooperation will not be used or disclosed unless the written consent of the client has been obtained to do so.

# 13. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. The Department of International Relations and Cooperation reserves its right to disqualify any Service Provider who either itself or any of whose members (save for such members who hold a minority interest in the Service Provider through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Service Provider other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department of International Relations and Cooperation or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
  - i. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Service Provider in respect of the subject matter of this quotation;
  - ii. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - iii. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department of International Relations and Cooperation's officers, directors, employees, advisors or other representatives;
  - iv. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - v. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - vi. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
  - vii. has in the past engaged in any matter referred to above; or

viii. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Service Provider, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### 14. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The Service Provider should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the Department of International Relations and Cooperation relies upon the Service Provider's Tender as a material representation in making an award to a successful Service Provider and in concluding an agreement with the Service Provider.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department of International Relations and Cooperation against the Service Provider notwithstanding the conclusion of the Service Level Agreement between the Department of International Relations and Cooperation and the Service Provider for the provision of the Service in question. In the event of a conflict between the Service Provider's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

#### 15. PREPARATION COSTS

The Service Provider will bear all its costs in preparing, submitting and presenting any response or Tender to this quotation and all other costs incurred by it throughout the quotation process. Furthermore, no statement in this quotation will be construed as placing the Department of International Relations and Cooperation its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Service Providers in the preparation of their response to this quotation.

### 16. INDEMNITY

If a Service Provider breaches the conditions of this quotation and, as a result of that breach, the Department of International Relations and Cooperation incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the quotation process and/or enforcement of intellectual property rights or confidentiality obligations), then the Service Provider indemnifies and holds the Department of International Relations and Cooperation may incur and for any and all such costs which the Department of International Relations and Cooperation may incur and for any damages or losses the Department of International Relations and Cooperation may suffer.

#### 17. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

#### 18. LIMITATION OF LIABILITY

A Service Provider participates in this quotation process entirely at its own risk and cost. The Department of International Relations and Cooperation shall not be liable to compensate a Service Provider on any grounds whatsoever for any costs incurred or any damages suffered because of the Service Provider's participation in this Quotation process.

#### 19. TAX COMPLIANCE

No Quotation shall be awarded to a Service Provider who is not tax compliant. The Department of International Relations and Cooperation reserves the right to withdraw an award made, or cancel a contract concluded with a successful Service Provider in the event that it is established that such Service Provider was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department Of International Relations And Cooperation, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department of International Relations and Cooperation further reserves the right to cancel a contract with a successful Service Provider if such Service Provider does not remain tax compliant for the full term of the contract.

#### 20. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a Service Provider whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers, the Department of International Relations and Cooperation reserves the right to withdraw an award, or cancel a contract concluded with a Service Provider should it be established, at any time, that a Service Provider has been blacklisted with National Treasury by another government institution.

#### GOVERNING LAW

South African law governs this quotation and the quotation response process. The Service Provider agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this quotation, the quotation itself and all processes associated with the quotation.

### 22. RESPONSIBILITY FOR SUB-CONTRACTORS AND SERVICE PROVIDER'S PERSONNEL

A Service Provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this quotation. If the Department of International Relations and Cooperation allows a Service Provider to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Service Provider and the Department of International

Relations and Cooperation will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### 23. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this quotation or a Service Provider's tender(s) will be disclosed by any Service Provider or other person not officially involved with the Department of International Relations and Cooperation's examination and evaluation of a Tender.

No part of the quotation may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This quotation and any other documents supplied to the Department of International Relations and Cooperation remain proprietary to the Department of International Relations and Cooperation upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this quotation process and thereafter, Service Providers must secure the Department of International Relations and Cooperation's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this quotation relates; or (ii) the process which follows this quotation. Failure to adhere to this requirement may result in disqualification from the quotation process and civil action.

# 24. DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION PROPRIETARY INFORMATION

Service Providers will on their quotation cover letter make a declaration that they did not have access to any Department of International Relations and Cooperation's proprietary information or any other matter that may have unfairly placed that Service Provider in a preferential position in relation to any of the other Service Providers.

#### 25. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities under this Terms of Reference, the Department of International Relations and Cooperation (DIRCO) may terminate the executing of the services at its own discretion or temporarily suspend all or part of the services by notice to the successful Service Provider who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful Service Provider shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

#### 26. FEES AND PAYMENT SCHEDULE

- a. Fees must be quoted in South African currency.
- b. All prices quoted must include VAT; and

c. Service Providers should take note that the Department will pay within thirty (30) days after the receipt of invoice and the service has been rendered.

### 27. CONTACT PERSONS AND SUBMISSIONS OF BIDS

a. All enquiries can be directed at Supply Chain Management:

Tel: 012 351 11395, 012 351 0225, 012 351 0077 Fax: +27 12 329 1267

- b. After completing the pricing schedules electronically, the electronic version of the pricing schedule must be printed, signed and submitted together with the remaining bid documents which will serve as the hard copy of the bid. Bidders must further initial each page of the bid document on the top right-hand corner.
- c. The Service Provider will be expected to also submit the pricing schedules on a Flash Drive.
- d. Each bid must be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder(s), the bid number and the closing date must be clearly endorsed.
- e. Prospective Service Providers should submit their bonded proposals in a sealed envelope with the details of the specific quotation on the outside of the envelope to:

#### Per hand

Tender Box OR Tambo Building
The Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
Rietondale
Pretoria
0084

#### Closing date 05 May 2025

E-Mailed or faxed submissions shall not be accepted.

- f. A compulsory briefing session will be held on MS teams on the 23 /04 / 2025 and link will be shared on etenders and DIRCO website from 10:00 and interested bidders are invited to attend.
- g. Bids received after the closing date and time, at the address in the bid's documents, will not be accepted for consideration and where practical, be returned unopened to the bidder.
- h. For further technical assistance bidders can direct their inquiries to Supply Chain Management via email following officials:

Ms Mphahlele MB TEL: 012 351 0225

Email: mphahlelemb@dirco.gov.za

Mazibuko Emily Tel: 012 351 1395

Email: mazibukoe@dirco.gov.za

Rakhoale HM

Tel: 012 351 0077

Email: rakhoaleh@dirco.gov.za

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

| N         | ame of bidder                    |                   | Bid number: <b>DIRCO 01-2025/2026</b>     |
|-----------|----------------------------------|-------------------|---|
| C         | losing date <b>05/05/2025 Ti</b> | me 11:00am        |   |
| OF        | FER TO BE VALID FOR              | 120 DAYS FROM THE | E CLOSING DATE OF BID.                    |
| ITI<br>NC |                                  | DESCRIPTION       | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |

- Required by: The Department of International Relations and Cooperation (DIRCO) INVITATION FOR BIDDERS TO SUBMIT PROPOSALS TO PROVIDE AN ALL-INCLUSIVE EVENT MANAGEMENT SERVICE, FOR ADVERTISING, BRANDING MATERIAL, MEDIA-BUYING SERVICES, CONFERENCE PACKS, PROMOTIONAL MATERIAL, AND EVENT LOGISTICAL REQUIREMENTS (GOODS AND SERVICES), FOR THE G20 HEADS OF STATE AND GOVERNMENT SUMMIT UNDER THE SOUTH AFRICAN PRESIDENCY, SCHEDULED TO TAKE PLACE BETWEEN 22 TO 23 NOVEMBER 2025, IN GAUTENG

#### 1. CATEGORY A: BRANDING MATERIAL

Bidders are requested to quote us on branding material for the South Africa's G20 Presidency as follows:

| NO. | ITEM/SERVICE   | DESCRIPTION   | QUANTITY                             | PRICE OFFERED IN RANDS |
|-----|--|---|--------------------------------------|------------------------|
| A   | AIRPORT BRANDING AT THE FOLLOWING AIRPORTS: - O.R. Tambo - Lanseria - Waterkloof base - Cape Town International - King Shaka International - Kimberley airport - Polokwane Gateway Airport | Pranded Welcome desks (on rental)  Design 45-degree curved desk with at least one shelf (internal) below countertop, and two highchairs (adjustable)  Material Soft Wood (e.g. pine)  Desk dimensions ±2m x 400mm | X15 Sets<br>(one set per<br>airport) |                        |

| - Pilanesberg International Airport - Bhisho Airport - Bram Fisher International - Kruger Mpumalanga - George - Nelspruit | Branding Full colour     Finishing High Level Full Colour Print  |             |
|---|--|-------------|
|   | Removal post-Summit      Media Backdrops     (to be placed behind each information desk)      Dimensions   | at OR Tambo |
|   | Media Backdrop Banners (Protocol lounge etc.)  • Dimensions 8m(w) x 3m(h) • Material Sublimated fall (non- transparent) • Finishing High Level Full Colour Print • Branding Full colour • Supplied with carry bag                              | pric        |
|   | Pull/Roll Up Banner (State Protocol Lounges & dedicated Airport lanes)  Dimensions 850mm(w) x 2 000mm(h) Branding Full Colour Finishing High Level Full colour Print Material Lay flat White PVC quality & resolution Wide Base Aluminium Allo |             |

| Supplied with carry bag  |
|--|
| Directional signage (Floor decals at the O.R Tambo Airport for the duration of one week)  X200 |
| Material Vinyl     Size 30x20cm Slip and scratch resistant                                     |
| Airport Fence Wrangler Wrap (OR Tambo International Airport)  X1                               |
| Dimensions 2000m(w) x     5m(h)     Material Sublimated fabric                                 |
| (non-<br>transparent) finished with webbing<br>all around                                      |
| Additional Eyelets every     500mm apart     and hemmed for                                    |
| strength.  • Finishing High Level Full Colour Print  |
| Branding Full colour   |
| Talbert Regional Par   |

|                         | Bollard Wrapping:   |                   | X50 |  |
|-------------------------|---------------------|-------------------|-----|--|
|                         | O.R Tambo Internati | onal Airport ONLY |     |  |
|                         | Description cover   | 3-sided bollard   |     |  |
|                         | Material            | 3mm Correx        |     |  |
|                         | Size                | 36" x 4.5         |     |  |
|                         | Click & Collect     |                   |     |  |
| Total for Branding      |                     |                   |     |  |
|                         |                     |                   |     |  |
| VAT                     |                     |                   |     |  |
| Total Bid Price Offered |                     |                   |     |  |
| Total Bid Trice Offered |                     |                   |     |  |
|                         |                     |                   |     |  |
|                         |                     |                   |     |  |
|                         |                     |                   |     |  |
|                         |                     |                   |     |  |

NAME OF THE SERVICE PROVIDER\_\_\_\_\_

SIGNATURE AND INITIALS\_\_\_\_\_

POSITION\_\_\_\_

DATE \_\_\_\_\_

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 o      | f bidder        |                     | Bid number: DIRCO 01-2025/2026            |
|-------------|-----------------|---------------------|---|
| Closing     | date 05/05/2025 | Time 11:00am        |   |
| OFFER 1     | O BE VALID FOR  | R 120 DAYS FROM THE | CLOSING DATE OF BID                       |
| ITEM<br>NO. | QUANTITY        | DESCRIPTION         | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |

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

### 2. CATEGORY B: MEDIA BUYING

Bidders are requested to quote the department on Media Buying services for South Africa's G20 Presidency meetings and Summit as follows:

- Design services for all print media buying platforms stipulated under the category,
- Placement of radio advertisements,
- Placement of print advertisements, and
- · Placement of billboards.
- •

| NO. | ITEM/SERVICE    | DESCRIPTION  | QUANTITY          | PRICE OFFERED IN RAND |
|-----|-----------------|--|-------------------|-----------------------|
| 1.  | Design Services | Bidders will be required to provide graphic design services on all print media in line with the provided G20 logo/brand guidelines and approved messaging. The design team from the bidding company will work closely with the G20 design team from DIRCO.  • Artwork will be signed off by DIRCO prior to production/application. | Across all areas. |                       |

|    | T = .                   |   |                |        |
|----|-------------------------|---|----------------|--------|
| 2. | Placement of:           | 27 Week National Campaign 2025  | X2             |        |
|    | Radio<br>Advertisements | (01 June until 30 November 2025   | Bursts         |        |
|    | Advertisements          | Excluding weekend)  | per            |        |
|    |                         | Service Providers are requested to assist                                   | Day,           |        |
|    |                         | with the placement of radio adverts on the                                  | per<br>Station |        |
|    |                         | following national and commercial   | X over         |        |
|    |                         | stations.   | 27             |        |
|    |                         | ✓ Power FM  | weeks          |        |
|    |                         | ✓ Lesedi FM   | (exclud        |        |
|    |                         | ✓ Umhlobo Wenene FM   | ing            |        |
|    |                         | ✓ Motsweding FM   | weeke          |        |
|    |                         | ✓ Thobela FM  | nds)           |        |
|    |                         | ✓ Metro FM  |                |        |
|    |                         | ✓ SA FM   | =4,500         |        |
|    |                         | √ 702   | Bursts         |        |
|    |                         | ✓ Radio 2000  | per            |        |
|    |                         | ✓ Capricorn FM  | station        |        |
|    |                         | ✓ 947 (94.7)  | (27-           |        |
|    |                         | ✓ Ukhozi FM   | week           |        |
|    |                         | ✓ Phalaphala FM   | campai         |        |
|    |                         | ✓ Munghana Lonene FM<br>✓ Ikwekwezi FM                                      | gn)            |        |
|    |                         | * IVMEVMETI LIM   |                |        |
|    |                         |   |                |        |
|    |                         |   |                |        |
|    |                         | ADVERT SPECIFICATIONS   |                |        |
|    |                         |   |                |        |
|    |                         | Number of Stations X15  |                |        |
|    |                         | • Segments X1   |                |        |
|    |                         | Morning show  |                |        |
|    |                         | (per station)   |                |        |
|    |                         | X1  |                |        |
|    |                         | Afternoon show  |                |        |
|    |                         | (per station)   |                |        |
|    |                         | <ul> <li>Length of Advert/s 30</li> </ul>                                   |                |        |
|    |                         | seconds   |                |        |
|    |                         | Duration X2 Bursts  |                |        |
|    |                         | per day, per station for 27 weeks   |                |        |
|    |                         | (1 June – 30 November 2025)   |                |        |
|    |                         | N.B. Dedie Advente will be not done   |                |        |
|    |                         | N.B.: Radio Adverts will be produced and provided by the Department (DIRCO) |                |        |
| 3. | Placement of:           | 27 Week Print and online Media  | X1             | $\neg$ |
| ٥. | Print and online        | Campaign  | Place          |        |
|    | Advertisements          | Service Providers are requested to assist                                   | ment           |        |
|    |                         | with the placement of adverts in the  | per            |        |
|    |                         | following newspaper publications (print                                     | Publica        |        |
|    |                         | and/or online placements)   | tion           |        |
|    |                         |   | per            |        |
|    |                         | Weekends  | week           |        |
|    |                         |   |                |        |
|    |                         | ✓ City Press  | (1             |        |
|    |                         | ✓ Sunday World  | June –         |        |
|    |                         | ✓ Sunday Times  | 30             |        |
|    |                         |   | Novem          |        |
|    |                         | Weekdays  | ber 2025)      |        |
|    |                         |   | 2025)          |        |
|    |                         | ✓ The Sowetan   |                |        |

| <ul> <li>✓ Business Day</li> <li>✓ City Press</li> <li>✓ Mail &amp; Guardian</li> <li>✓ Cape Times</li> <li>✓ Daily Maverick</li> <li>✓ The Star</li> <li>Size</li> <li>90h X</li> <li>205w mm</li> <li>Trim</li> <li>95h</li> <li>X235w mm</li> <li>Bleed</li> <li>100h X</li> <li>245w m</li> <li>Finish</li> <li>colour</li> <li>Quantity</li> <li>X1 Burst per publication</li> <li>per week</li> </ul> 4. Billboard Advertising <ul> <li>Bidder/s are requested to assist with seventeen (17) Billboard applications for the duration of 27 weeks at the following</li> </ul> |  |
|--|--|
| <ul> <li>✓ Mail &amp; Guardian</li> <li>✓ Cape Times</li> <li>✓ Daily Maverick</li> <li>✓ The Star</li> <li>ADVERT SPECIFICATIONS</li> <li>Size 90h X 205w mm</li> <li>Trim 95h X235w mm</li> <li>Bleed 100h X 245w m</li> <li>Finish Full colour</li> <li>Quantity X1 Burst per publication per week</li> <li>Billboard Advertising</li> <li>Bidder/s are requested to assist with seventeen (17) Billboard applications for</li> <li>Billboards</li> </ul>   |  |
| ✓ Cape Times ✓ Daily Maverick ✓ The Star  ADVERT SPECIFICATIONS   Size 90h X 205w mm  Trim 95h X235w mm  Bleed 100h X 245w m  Finish Full colour Quantity X1 Burst per publication per week  4. Billboard Advertising Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards   |  |
| ✓ Daily Maverick ✓ The Star  ADVERT SPECIFICATIONS   Size 90h X 205w mm  Trim 95h X235w mm  Bleed 100h X 245w m  Finish Full colour  Quantity X1 Burst per publication per week  4. Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards  |  |
| ADVERT SPECIFICATIONS  Size 90h X 205w mm  Trim 95h X235w mm  Bleed 100h X 245w m  Finish Full colour  Quantity X1 Burst per publication per week  Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards   |  |
| ADVERT SPECIFICATIONS  Size 90h X 205w mm  Trim 95h X235w mm  Bleed 100h X 245w m  Finish Full colour  Quantity X1 Burst per publication per week  Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards   |  |
| Size 90h X 205w mm     Trim 95h X235w mm     Bleed 100h X 245w m     Finish Full colour     Quantity X1 Burst per publication per week   Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for  Billboards  |  |
| Size 90h X 205w mm     Trim 95h X235w mm     Bleed 100h X 245w m     Finish Full colour     Quantity X1 Burst per publication per week   Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for  Billboards  |  |
| 205w mm  Trim 95h X235w mm  Bleed 100h X 245w m  Finish Full colour  Quantity X1 Burst per publication per week  4. Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards  |  |
| Trim 95h X235w mm  Bleed 100h X 245w m  Finish Full colour Quantity X1 Burst per publication per week  Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for  Billboards  Billboard Billboards  |  |
| X235w mm  Bleed 100h X 245w m  Finish Full colour Quantity X1 Burst per publication per week  4. Billboard Advertising Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards  |  |
| Bleed 100h X 245w m     Finish Full colour     Quantity X1 Burst per publication per week  4. Billboard Advertising Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards   |  |
| 245w m  Finish colour Quantity per publication  Billboard Advertising  Bidder/s are requested to assist with seventeen (17) Billboard applications for  Billboards  Billboard Billboard Billboard Billboard Billboard Billboard Billboard Billboards   |  |
| Finish Full colour     Quantity X1 Burst per publication per week  4. Billboard Advertising Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards   |  |
| colour  Quantity   |  |
| Quantity X1 Burst per publication per week  4. Billboard Advertising Bidder/s are requested to assist with seventeen (17) Billboard applications for Billboards  |  |
| 4. Billboard Bidder/s are requested to assist with Advertising Seventeen (17) Billboard applications for Billboards  |  |
| 4. Billboard Bidder/s are requested to assist with X17 Advertising seventeen (17) Billboard applications for Billboards  |  |
| Advertising seventeen (17) Billboard applications for Billboards   |  |
|  |  |
| the duration of 27 weeks at the following  |  |
|  |  |
| sites: (1 June – 30 November   |  |
| a) Billboard on R21 (Site number: 2025)  |  |
| 115040-01)   |  |
| b) Billboard on R21 (15077-01)   |  |
| c) Between Samrand and Allendale   |  |
| offramps North   |  |
| d) Between Samrand & Allendale   |  |
| offramps South e) Billboard on the freeway from OR   |  |
| Tambo International Airport to   |  |
| CBD  |  |
| f) Billboard on the freeway from   |  |
| CBD to OR Tambo International  |  |
| Airport  |  |
| g) Billboard on the N2 from Cape   |  |
| Town International Airport to CBD  h) Billboard on the N2 from CBD to  |  |
| Cape Town International Airport  |  |
| i) Billboard on the freeway from   |  |
| King Shaka International Airport   |  |
| to CBD   |  |
| j) Billboard on the freeway from   |  |
| CBD to King Shaka International  |  |
| Airport k) Billboard situated between the N1   |  |
| and the N2 Freeways.   |  |
| I) Billboard on the N1, from   |  |
| Polokwane to Pretoria,   |  |
| m) Billboard on the N1, from Pretoria  |  |
| to Polokwane,  |  |
| n) Billboard on the N4, from Pretoria  |  |
| to Nelspruit, o) Billboard on the N4, from   |  |
| Nelspruit to Pretoria,   |  |
| p) Billboard on the N14, to Lanseria   |  |
| Airport  |  |

|                             | q) Billboard on the N14<br>Lanseria Airport | , from |  |
|-----------------------------|---|--------|--|
|                             |   |        |  |
| Total cost for Media Buying |   | l .    |  |
|                             |   |        |  |
| VAT                         |   |        |  |
| Total Bid Price Offered     |   |        |  |
|                             | RVICE PROVIDER                              |        |  |
| SIGNATURE AND               | INITIALS                                    |        |  |
| POSITION                    |   |        |  |
| DATE                        |   |        |  |

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

- Required by: The Department of International Relations and Cooperation (DIRCO)
- 3. CATEGORY C: CONFERENCE PACKS

Bidders are requested to quote the department on conference packs for South Africa's G20 Presidency meetings and Summit as follows:

- Design services for all artwork required for promotional material stipulated under the category,
- · Conference bags,
- Notebook with folder sets,
- Branded Executive pens,
- Branded pens (Delegates, senior management and media)
- Coffee table books,
- Beaded lanyards,
- · Lapel pins,
- · Lanyards, and
- Gift bags.

| NO <sub>rt</sub> | ITEM/SERVICE | DESCRIPTION | QUANTITY | PRICE OFFERED IN RANDS |
|------------------|--------------|-------------|----------|------------------------|

| 1. | - DESIGN SERVICES               | Bidders will be required to provide graphic design services on all branding material in line with the provided G20 logo/brand guidelines. The design team from the bidding company will work closely with the G20 design team from DIRCO.  • Artwork examples will be provided but will need to be adjusted according to specific products.  • Artwork will be signed off by DIRCO prior to production/application. | Across all areas. |
|----|---------------------------------|---|-------------------|
| 2. | HEADS OF STATE PACKS (X110 pax) | Premium Leather briefcase Equivalent to the following Quality:  - Material Premium full- grain genuine  leather  - Size Fits up to a 14-inch laptop  - Design Compact single-gusset  - Colour Dark brown  - Features Durable cotton lining  - Branding Foiling/ Debossing  Example:   | X110              |
|    |                                 | Branded A4 Notebook with  Leather folder  - Folder quality Genuine Leather Zipped  - folder  - Size A4  - Pages Branded lined pages   | X110              |
|    |                                 | <ul> <li>Colour Dark brown</li> <li>Branding Foiling/Debossing</li> <li>Example:</li> </ul>   |                   |

| Branded Executive pen   | X110   |
|---|--|
| <ul> <li>Description Executive fountain pen</li> <li>Branding Engraving</li> <li>Ink Black</li> <li>Example:</li> </ul>   |  |
|   |  |
| Coffee table book Book Title: THE 21 ICONS BOOK  - Author Harriet Pratten  - Published by Quiver tree Publications  - Release date 2013  - Dimensions 350 x 280mm (L x W)  - Format Hard cover - Pages 192 - ISBN-13 978-0- 9922169-0-0 | X110   |
|   |  |
| Equivalent to the following:  - Material 100% Genuine Leather  - Colour Desert  - Dimensions L-40cm x W-18cm x H-32cm  - Features 5 inner compartments  - Branding Full colour Screen Print/ Heat Press                                 | X500   |
|   | - Description fountain pen - Branding Engraving - Ink Black Example:  - Coffee table book Book Title: THE 21 ICONS BOOK - Author Harriet Pratten - Published by Quiver tree Publications - Release date 2013 - Dimensions 350 x 280mm (L x W) - Format Hard cover - Pages 192 - ISBN-13 978-0- 9922169-0-0  - Leather Messenger Baq Equivalent to the following: - Material 100% Genuine Leather - Colour Desert - Dimensions L-40cm x W- 18cm x H-32cm - Features 5 inner compartments - Branding Full colour |

|  | 7             |      |  |
|--|---------------|------|--|
|  |               |      |  |
| Branded A4 Notebook  | with          | X500 |  |
| Leather folder  – Material leather                                   | Genuine       |      |  |
| - Size   | A4            |      |  |
| <ul><li>Pages</li><li>lined pages</li></ul>                          | Branded       |      |  |
| <ul> <li>Branding</li> </ul>   | Foiling/      |      |  |
| Laser embossing  |               |      |  |
|  |               |      |  |
|  |               |      |  |
| Branded Executive pe   | <u>n</u>      | X500 |  |
| <ul><li>Equivalent to the followi</li><li>High quality pen</li></ul> | ng quality:   |      |  |
| <ul><li>Fishing</li></ul>  | Chrome        |      |  |
| <ul><li>Branding</li><li>Example:</li></ul>                          | Engraving     |      |  |
|  |               |      |  |
|  |               |      |  |
| Coffee table book Book Title: THE 21 ICC                             | NS BOOK       | X500 |  |
|  | Harriet       |      |  |
| Pratten  |               |      |  |
| <ul> <li>Published by<br/>Publications</li> </ul>                    | Quivertree    |      |  |
| Release date   | 2013          |      |  |
| <ul><li>Dimensions</li><li>280mm (L x W)</li></ul>                   | 350 x         |      |  |
| <ul><li>Format</li></ul>   | Hard cover    |      |  |
| <ul><li>Pages</li><li>ISBN-13</li></ul>                              | 192<br>978-0- |      |  |
| 9922169-0-0  |               |      |  |
| 21   |               |      |  |
| Custom Lapel pin   |               | X500 |  |
| <ul> <li>Pin type</li> <li>Metal (brass), with</li> </ul>            | Two-piece     |      |  |
| magnetic back p  | iece          |      |  |

| ·                              | <ul> <li>Size ±24mm</li> <li>Material Brass</li> <li>Branding 2025 G2</li> <li>logo</li> </ul>   | 0     |
|--------------------------------|--|-------|
| DELEGATES PACKS<br>(X2000 pax) | Leather Briefcase  Quality 100% Genuine Leather  Material Genuine Leather  (e.g. Cowhide) Lining Material Polyester Size 29cm x 40cm x 7cm Weight 1.1kg Branding Full colous |       |
|                                | Example:   |       |
|                                | Branded A4 Notebook with fold  - Folder Material Synthetic leather  - Size 27.3 (I) X 20.5 (w) X 1.5 (h)  - Pages Branded lined pages  - Branding Foiling Example:           | X2000 |
|                                | Branded Executive Metal/ Aluminium pen  - Quality High quali - Material Enamellin on Brass,  |       |

|                        | - Type Rollerball Pen Refill - Ink Black - Dimensions 138mm x 15mm x 7mm - Branding Laser Engraving  |
|------------------------|--|
|                        | Lapel pin  Pin type Two-piece Metal (brass), with magnetic back piece Size ±24mm Material Brass Branding 2025 G20 logo   |
| MEDIA DACKS            |  |
| MEDIA PACKS<br>(X3500) | Branded Backpack  - Quality Trolley Backpack  - Material Polyester 1680D  - Size 53.5 x 32 x 20cm  - Inner Volume 25 litres  - Weight 2,515g  - Features Combo backpack & trolley for laptop, Airplane friendly:  - Protective padded laptop compartments,  - Aluminium double arm trolley with dedicated pocket, Back |
|                        | pocket to store the backpack shoulder straps  - Branding Print  Example:   |

| Branded A5 Notebook<br>- Quality Hard Cover                                      |
|--|
| Notebook   |
| <ul><li>Material</li><li>Size</li><li>21.8(I) x</li></ul>                        |
| 14.5(w) x 1.8(h) cm<br>- Pages Branded   |
| lined pages  |
| <ul><li>Branding</li><li>Example:</li></ul>                                      |
|  |
| Branded pen  |
| <ul><li>Quality</li><li>Material</li><li>Plated Copper &amp; Stainless</li></ul> |
| Steel - Ink Black  |
| <ul><li>Branding Laser</li><li>Engraving</li></ul>                               |
| September 1  |
| Power banks  |
| <ul> <li>Quality High speed</li> <li>and quality</li> </ul>                      |
| 10000mAh  - Materia Aluminium &  |
| ABS Plastic  - Size 14cm (I) x   |
| 7cm (w) x 1.4cm (h)  |
| <ul><li>Capacity</li><li>Branding</li><li>Engraving</li></ul>                    |
| Other features:  — Battery 10000mAh  Lithium Polymer                             |

|                      | <ul> <li>Input</li> <li>both Type-C and</li> <li>USB port</li> <li>Output</li> <li>Recharge Time</li> <li>Discharge Time</li> <li>A micro-USB port</li> <li>LED Light Power</li> <li>Indicator</li> <li>27cm Charging C</li> </ul> | 5V/2A<br>6 Hours<br>4 Hours<br>t and a Type-C<br>Capacity   |       |  |
|----------------------|--|---|-------|--|
| Senior Officials     | A5 Notebook and pe   | en set  | X5000 |  |
| meetings (5 000 pax) | <ul> <li>Description         A5 Hard Cover             Notebook</li> <li>Material</li> <li>Product Size         x14.3(w) x1.5cm (</li> <li>Capacity</li> <li>Pages         Lined Pages</li> <li>Branding</li> </ul>                | Prominence PU 21(I)   | X5000 |  |
|                      | Branded ball pen  Description ball pen  Material Product Size (w) x 2.9cm (h) Branding Colour black ink)  Lanyards Description   | High quality  Metal  16.6 (I) x 6  Screen Print black (with | X5000 |  |
|                      | lanyards  - Material Metal  - Size  - Branding   | Satin & 50cm x 2cm Full colour                              |       |  |
|                      | Screen Print - Colour  | Various   |       |  |
|                      | Coloui   | various   |       |  |

|   | The second secon |       |  |
|---|--|-------|--|
|   |  |       |  |
| Brand   | led Paper bags   | X5000 |  |
| Gi<br>- Si:<br>12<br>- Gr<br>- Co<br>- Fir<br>- Bra<br>bo | 20 X 300mm) rammage 230gsm blour Black nishing Matte anding Branded on th sides  |       |  |
| Total Conference packs                                    |  |       |  |
| VAT   |  |       |  |
| Total Bid Price Offered                                   |  |       |  |
|   |  |       |  |

| NAME OF THE SERVICE PROVIDER |   |
|------------------------------|---|
| SIGNATURE AND INITIALS       | - |
| POSITION                     |   |
| DATE                         |   |

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

| OFFER       | TO BE VALID FOR | Time 11:00am | CLOSING DATE OF BID.                      |
|-------------|-----------------|--------------|---|
| ITEM<br>NO. | QUANTITY        | DESCRIPTION  | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |

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

### 4. CATEGORY D: PROMOTIONAL MATERIAL

Bidders are requested to quote the Department on branded promotional material for South Africa's G20 Presidency as follows:

- Golf t-shirts,
- Sweatshirts,
- Thermal water bottles, and
- Golf umbrellas.

| NO. | ITEM/SERVICE            | DESCRIPTION  | QUANTITY | PRICE OFFERED IN RANDS |
|-----|-------------------------|--|----------|------------------------|
| 1.  | PROMOTIONAL<br>MATERIAL | Golf t-shirts (unisex)  Specifications  Calgary golf shirt  200 g/m²  100% cotton piqué knit  1x1 rib knit collar and cuffs  contrast colour neck tape  two-button placket  tone-on-tone logo buttons  side slits with contrast inner tape  heat transfer main label  Colour: (assorted)  Branding: Embroidery | X 1000   |                        |

| Long sleeve sweatshirts (unisex)  Poly Spandex sweatshirt (unisex)  270 g/m²  100% mechanical stretch woven bonded to 100% polyester anti-pill treated micro fleece  Ining: 100% polyester brushed tricot knit  concealed zip pocket  full zip with branded zip puller  wind placket  hidden inner pockets  adjustable Velcro cuffs  standard fit  thumb holes  Colour: Black  Branding: Embroidery | X1000 |  |
|---|-------|--|
| THERMAL TRAVEL WATER BOTTLE  Material Stainless steel, BPA-free  Capacity 750ml  Branding Full colour PU Print  Branding: Full colour Screen Print  Colour Black  Example:  | X1000 |  |

,

|--|

| Total Promotional Material |  |
|----------------------------|--|
| VAT                        |  |
| Total Bid Price Offered    |  |

| NAME OF THE SERVICE PROVIDER |  |
|------------------------------|--|
| SIGNATURE AND INITIALS       |  |
| POSITION                     |  |
| DATE                         |  |

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 o      | of bidder       | 659····             | Bid number: DIRCO 01-2025/2026            |
|-------------|-----------------|---------------------|---|
| Closing     | date 05/05/2025 | Time 11:00am        |   |
| OFFER       | TO BE VALID FOR | R 120 DAYS FROM THE | CLOSING DATE OF BID.                      |
| ITEM<br>NO. | QUANTITY        | DESCRIPTION         | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |

- Required by: The Department of International Relations and Cooperation (DIRCO)
- 5. CATEGORY E: Event logistics (G20 Live Broadcast Breakfast)

Bidders are requested to quote the Department on logistical requirements (goods and services) for the G20 Summit Live Broadcast Breakfast as follows:

| NO.    | ITEM/SERVICE       | DESCRIPTION   | QUANTITY          | PRICE<br>OFFERED<br>IN RANDS |
|--------|--------------------|---|-------------------|------------------------------|
| // ivo | Broadcast Breakfa  | Catering requirements   |                   |                              |
| 1.     | DESIGN<br>SERVICES | Bidders will be required to provide graphic design services on all branding material in line with the provided G20 logo/brand guidelines. The design team from the bidding company will work closely with the G20 design team from DIRCO.  • Artwork examples will be provided but will need to be adjusted according to specific products.  • Artwork will be signed off by DIRCO prior to production/application. | Across all areas. |                              |
| 2.     | Catering           | 96% Halaal on all food  | X500 Guests       |                              |

10% vegetarian, and 4% plated kosher meals \*\* The below menu is meant to serve as a guideline, suppliers are encouraged to provide alternative options. On Arrival at 5am (Coffee station) Assorted South Africa teas ( Rooibos tea, ceylon tea, etc) Fresh Coffee station (The coffee station should have a variety of hot beverages, filter coffee, cappuccinos, latte, etc...) Assorted 100% canned fruit juices Freshly baked assorted pastries On each table Freshly baked scones served with fresh cream and an assortment of jams Cheeseboard - Assortment of cheeses Assortment of mini breads Fresh seasonal fruit **Plated Main** Eggs Benedict with smoked salmon, hollandaise and mushroom skewers topped with fresh rocket Cheese and herb corn bread stacker topped with scrambled eggs and a drizzle of pesto topped with swirls of smoked salmon **Beverages** Assorted South Africa teas (Rooibos tea, Ceylon, etc...) Fresh Coffee station (The station coffee should have a variety of hot beverages, filter coffee, cappuccinos, latte, etc...) Assorted 100% canned fruit iuices 500ml Bottled Water (still and sparkling) Waitrons 3. X 50 Waitrons (1:10) dressed in X50 uniform, presentable and formal **Decor requirements** (Live Broadcast Breakfast)

| DÉCOR | <ul> <li>Entrance to the Breakfast area</li> <li>X2 Plinths with large floral arrangements/displays on top (on either side of the entrance) (Floral arrangement should include: Proteas, Tulips, Hydrangeas, Lilies/ stargazers and other votives)</li> <li>X1 Red carpet at the main entrance to Delegates dining room (Size: 20m)</li> </ul>   | As per the décor requirements |
|-------|--|-------------------------------|
|       | Arrival Area X2 Console tables with large floral arrangements/displays and Mirror against the wall (Floral arrangement should include: Proteas, Tulips, Hydrangeas, Lilies/ stargazers and other votives)  | As per the décor requirements |
|       | X6 Wingback chairs (for Panel members)     X5 Low wooden side tables, each with a low fresh floral centre piece (table positioned between chairs)     X1 Persian Rug (±6X2m)   | X6<br>X5<br>X1                |
|       | MAIN VENUE/ BALLROOM AREA - SEATING 500 quests  Décor requirements are as follows;  Table requirements  X63 Round tables (each seating eight guests)  Tufted/ dining chairs (Seating 500)  Linen Tablecloths Satin overlays Satin napkins, Glass charger plates, Crystal glassware, Centre pieces – SA floral (i.e.: proteas, stargazer lily, tulips, orchids etc.) Presidential Cutlery (Stainless 18/10 grade) Presidential Crockery (Fine bone China) Table Numbers | X500 guests                   |
|       | Additional Room requirements  X8 Plinths with floral arrangements  NOTE: The Successful bidder will be required to conduct a mock set-up for final approval a week prior to the event  |                               |

| Event Stationery | Size: 195mm-w/185mm-h     Folded and scored in half (97mm-w/185)     Gold foiling and full-colour printing.     Paper: Saville Row     Colour: Natural Ivory (280gsm)      Menu/Programme insert:     Size: 195mm-w/ 185ww-h     Folded and scored in half (97mm-w/185mm-h)     Printing full colour only     Paper: Saville Row     Colour: Natural Ivory (120 gsm) | X500 Guests |
|------------------|--|-------------|
| Soun             | ⊥<br>d, Stage, Audio-Visual, and Technica  | I Support   |
| Stage design     | The successful service provider will be required to develop three (3) stage designs for the Department's consideration, based on the below brief:  Concept: Multi-dimensional built set which incorporates the G20 logo (in 3-d), screens and other digital props. Please see the below illustrative examples:  Dimensions  Stage: 10m x 5m (0.6m high)              | X1          |
|                  | <ul> <li>Ramp: 1.2m x 6m (0.6m high)</li> <li>Must include; Steps &amp; Cladding/<br/>Skirting</li> </ul>  |             |
| Digital Lectern  | <ul> <li>Must include; Steps &amp; Cladding/<br/>Skirting</li> </ul>   | X1          |

| PA System                                     | <ul> <li>PA System (which also allows for background music)</li> <li>X7 Lapel Microphones         (Programme director and panellists)</li> <li>X7 Microphones (backup solution for panellists)</li> <li>X3 Roving microphones (Q&amp;A Session)</li> </ul>  | As per<br>technical<br>rider |
|---|---|------------------------------|
| AV Equipment                                  | <ul> <li>X4 50" LED Screens on stands<br/>(for live feeding and branding)</li> <li>N.B.: Must provide 32 gb USB<br/>for each screen</li> </ul>  | X4                           |
| Lighting                                      | <ul> <li>X1 Lighting Cabling and Multicores</li> <li>X2 Single Receiver</li> <li>X2 Single Transmitter</li> <li>X1 Ultralight - Complete</li> <li>X10 Washlight</li> <li>X24 Ledforce 18 RGBW</li> <li>X6 Colour Spot 700E</li> <li>X6 ETC SOURCE 4 Par 4 EA</li> <li>X1 12 Way Dimmer</li> </ul> | As per requirements          |
| TOTAL G20 EVENTS LO<br>VAT<br>TOTAL BID PRICE | OGISTICS  |                              |

| NAME OF THE SERVICE PROVIDER |  |
|------------------------------|--|
| SIGNATURE AND INITIALS       |  |
| POSITION                     |  |
| DATE                         |  |

**SBD 3.1(F)** 

# **CONSOLIDATION OF ALL CATEGORIES**

# 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                       |  |
|--------------------------------------|--|
| Closing date 05/05/2025 Time 11:00am |  |

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

| No.  | Item   | PRICE OFFERED IN RANDS |
|------|--|------------------------|
| 1    | CATEGORY A: BRANDING MATERIAL                              |                        |
| 2    | CATEGORY B: MEDIA BUYING                                   |                        |
| 3    | CATEGORY C: CONFERENCE PACKS                               |                        |
| 4    | CATEGORY D: PROMOTIONAL MATERIAL                           |                        |
| 5    | CATEGORY E: EVENT LOGISTICS (G20 LIVE BROADCAST BREAKFAST) |                        |
| TOTA | L COST (INCLUDING VAT)                                     |                        |

| NAME OF THE SERVICE PROVIDER |  |
|------------------------------|--|
| SIGNATURE                    |  |
| POSITION                     |  |
| DATE                         |  |

## **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 interest1 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

<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.

| 0.04  | 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 on they are bidding for this contract?  YES/NO |
| 2.3.1 | If so, furnish particulars:   |
| 3     | DECLARATION   |
|       | I, the undersigned (name) is 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 consortium2 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.

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 hidder |

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

|   | POINTS |
|---|--------|
| PRICE                                     | 90     |
| SPECIFIC GOALS                            | 10     |
| Total points for Price and SPECIFIC GOALS | 100    |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

### Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 2 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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<br>allocated<br>(90/10 system)<br>(To be completed by the organ of<br>state) | Number of points<br>claimed<br>(90/10 system)<br>(To be completed by<br>the tenderer) |
|---|---|---|
| Percentage (%) Ownership<br>by HDIs                         | Points (2)  |   |
| 51-100  | 2   |   |
| 1-50  | 1   |   |
| 0%  | 0   |   |
| Percentage (%) Ownership<br>by Women                        | Points (4)  |   |
| 81-100  | 4   |   |

| 61-80                                     | 3          |  |
|---|------------|--|
| 21-60                                     | 2          |  |
| 1-20                                      | 1          |  |
| 0   | 0          |  |
| Percentage (%) Ownership<br>by Youth      | Points (3) |  |
| 71-100                                    | 3          |  |
| 41-70                                     | 2          |  |
| 1-40                                      | 11         |  |
| 0   | 0          |  |
| Percentage (%) Ownership<br>by Disability | Points (1) |  |
| 1-100                                     | 1          |  |
| 0   | 0          |  |
|   |            |  |

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<br>allocated<br>(80/20 system)<br>(To be completed by the organ of<br>state) | Number of points<br>claimed (80/20<br>system)<br>(To be completed by<br>the tenderer) |
|---|---|---|
| Percentage (%) Ownership<br>by HDIs                         | Points (5)  |   |
| 81-100  | 5   |   |
| 61-80   | 4   |   |
| 41-60   | 3   |   |
| 21-40   | 2   |   |
| 1-20  | 1   |   |
| 0%  | 0   |   |
| Percentage (%) Ownership<br>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          |  |
| Percentage (%) Ownership by Disability | Points (1) |  |
| 1-100                                  | 1          |  |
| 0%                                     | 0          |  |

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

| 4.3. | Name of company/firm |
|------|----------------------|
|------|----------------------|

# 4.4. Company registration number: .....

### 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation:
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

|                   | SIGNATURE(S) OF TENDERER(S) |
|-------------------|-----------------------------|
| SURNAME AND NAME: |                             |
| DATE:             |                             |
| ADDRESS:          |                             |
|                   |                             |
|                   |                             |
|                   |                             |

### THE NATIONAL TREASURY

# **Republic of South Africa**



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**July 2010** 

### **GOVERNMENT PROCUREMENT**

### GENERAL CONDITIONS OF CONTRACT July 2010

### **NOTES**

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

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

may be due to him

### 25. Force Majeure

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

# 26. Termination for insolvency

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

# 27. Settlement of Disputes

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

# 28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

# 29. Governing language

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

# 30. Applicable law

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

### 31. Notices

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

# 32. Taxes and duties

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

### 33. National 33.1 Industrial Participation (NIP) Programme

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

# 34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)