



# KwaZulu-Natal Legislature

FOR OFFICIAL USE

**DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE  
PROVIDERS(FIVE) TO RENDER EVENTS MANAGEMENT SERVICES  
FOR A PERIOD OF 36 MONTHS**

Bid No. : **KZNL 22/2019**

COMPANY NAME : \_\_\_\_\_

Registration No. \_\_\_\_\_

### Type of Bidder (Tick One Box)

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

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### RETURN OF PROPOSAL

Proposal must be deposited in the **Bid box situated at Ground Floor, KwZulu Natal Legislature, Albetina Sisulu Admin Building, 244 Langalibalele Street PIETERMARITZBURG 3201** or received by post to The Senior Manager: Supply Chain Management, **Private Bag X 9112, Pietermaritzburg, 3200 before 11h00 on the 24 July 2020.**

**KWAZULU-NATAL LEGISLATURE  
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## SECTION A

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 22/2019** CLOSING DATE: **24 July 2020** CLOSING TIME: **11:00**

**DESCRIPTION: APPOINTMENT OF A PANEL SERVICE PROVIDER TO RENDER EVENTS MANAGEMENT SERVICES.**

CONTRACT PERIOD: 36  
VALIDITY PERIOD: 120 DAYS

Tender Briefing session will be held on the 03 July 2020 at 11:00 via Microsoft teams . Bidders are requested to forward their email addresses and name of the company to Mr G. Ngcamu on [Ngcamun@kznleg.gov.za](mailto:Ngcamun@kznleg.gov.za) and copy Ms Londeka Zuma on [Zumal@kznleg.gov.za](mailto:Zumal@kznleg.gov.za) by the 02 July 2020 end of business day.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service

<b>BID DOCUMENTS MAY BE POSTED TO:</b> The Head SCM Unit, KZN Legislature Private Bag 9112 Pietermaritzburg, 3200	<b>NOTE: THE POST IS CLEARED FROM THE PIETERMARITZBURG POST OFFICE BEFORE 10:00 ON DUE DATE</b>
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OR

<b>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:</b> Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201	<b>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:</b> <b>MONDAY TO THURSDAY 08:00 TO 16:00</b> <b>FRIDAY (EXCLUDING PUBLIC HOLIDAYS)</b> <b>08:00 TO 14:00</b>
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Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_  
CELLPHONE NUMBER \_\_\_\_\_  
FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
VAT REGISTRATION NUMBER \_\_\_\_\_  
**CENTRAL SUPPLIER DATABASE (CSD) NO.** \_\_\_\_\_

HAS A VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES  NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES  NO   
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....   
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....   
A REGISTERED AUDITOR .....

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES  NO   
**[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER .....  
DATE .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**TOTAL BID PRICE: R**.....

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** Mr N Ngcamu  
**Tel:** 033 355 7548  
**E-mail address:** [ngcamun@kznleg.gov.za](mailto:ngcamun@kznleg.gov.za)

## SECTION B

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialled.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid Tax Clearance Tax Clearance Certificates and pin . (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Only bids that were submitted with a valid Tax Clearance certificate will be considered.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

## SECTION C (SBD 2)

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:**

\_\_\_\_\_  
**SURNAME AND INITIALS OF COMPANY REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

COMPANY OFFICIAL STAMP



## SECTION D (SBD 4)

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

Of (Company Name).....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES  NO

2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars: .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES  NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES  NO   
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
 .....  
 .....  
 .....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES  NO

2.8.1 If so, furnish particulars:  
 .....  
 .....  
 .....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES  NO

2.9.1 If so, furnish particulars.  
 .....  
 .....  
 .....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES  NO

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES  NO

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....



3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## SECTION E (SBD 6.1)

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
  -
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- |  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>   | 90            |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 10            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)  YES  NO

7.1.1 If yes, indicate:

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

(Tick applicable box)  YES  NO  appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the KwaZulu-Natal Legislature in accordance with the requirements and specifications stipulated in bid number **KZNL 07/2019** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<p><b>WITNESSES</b></p> <p>1.....</p> <p>.....</p> <p>2. ....</p> <p>.....</p> <p>DATE:.....</p>
--

**CONTRACT FORM PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as.....  
accept your bid under reference number ..... dated .....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	
<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	
<b>BRAND</b>	
<b>DELIVERY PERIOD</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION &amp; CONTENT (if applicable)</b>	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....



**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services  
indicated hereunder and/or further specified in the annexure(s).

4. An official order indicating service delivery instructions is forthcoming.
5. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	
PRICE (ALL APPLICABLE TAXES INCLUDED)	
DELIVERY PERIOD/ COMPLETION DATE	
B-BBEE STATUS LEVEL OF CONTRIBUTION	
MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

2 Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_



**SECTION F**  
**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
 .....  
 .....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
  - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

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

.....  
**FULL NAME (IN BLOCK LETTERS)**

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY .....**

**NAME OF CONTACT PERSON (IN BLOCK LETTERS).....**

**POSTAL ADDRESS**

.....  
.

.....**POSTAL CODE**.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELL PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**SECTION G  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on ..... 20.....,  
Mr/Mrs .....whose  
signature appears below) has been duly authorised to sign all documents in connection with this  
bid on behalf of (Name of Company).....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 .....  
2 .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as .....

.....

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
hereby authorise ..... to sign this bid as well as any contract  
resulting from the bid and any other documents and correspondence in connection with this bid and  
/or contract on behalf of (*company name*) .....

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, **a certified copy** of the Founding Statement of such corporation shall be included with the bid, together with the **resolution by its members authorising a member** or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....  
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
(PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNED ON BEHALF OF CO-PERATIVE:.....  
(PRINT NAME)

IN HIS/HER CAPACITY AS:..... DATE:.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**F. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on ..... 20 .....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
(PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITNESS: - 2.....

**G. JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....



## SECTION H (SBD 8)

### DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- 4 abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b> The Database of Restricted Suppliers now resides on the National Treasury’s website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:..... .....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:..... .....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:..... .....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:..... .....		

**CERTIFICATION**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED \_\_\_\_\_ (FULL NAME) \_\_\_\_\_ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

**SECTION I (SBD 9)**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SECTION J

# SPECIAL CONDITIONS OF CONTRACT

### 1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

### 2. APPEALS/OBJECTIONS

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

### 3. AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

### 4. BID PRICING

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

### 5. CHANGE OF ADDRESS

- 5.1 Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 6. COMMUNICATION

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

HEAD OF SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
PRIVATE BAG X 9112  
PIETERMARITZBURG  
3200

### 7. COMPLETION OF SPECIFICATION

- 7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

### 8. COMPLETENESS OF BID

- 8.1. Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

### 9. CONDITIONS OF BID

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.
- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

- 9.5 Bidders must provide the following particulars about themselves as part of the bid:
- 9.6.1 Where they have their Headquarters
  - 9.6.2 Where they have their Regional Office.
  - 9.6.3 Name, address and telephone number of bankers together with their bank account number.
  - 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.
- 9.6 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:
- 9.7.1 By whom, or with whose assistance, was the business plan drafted?
  - 9.7.2 By whom, or with whose assistance, were the bid prices calculated?
  - 9.7.3 Whose advice is relied on?
  - 9.7.4 Who will provide financial support?
- 9.7 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

## 10. CONTRACT PERIOD

- 10.1 The contract period : **36 MONTHS**
- 10.2 The KZN LEGISLATURE reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

## 11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

- 11.1 The bidder must furnish the following details of all current contracts:
- (i) Date of commencement of contract/s;
  - (ii) Expiry date/s;
  - (iii) Value per contract; and
  - (iv) Contract details. That is, with whom held, phone number and address/s of the company.

## 12. EQUAL BIDS

- 12.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

## 13. EXECUTION CAPACITY

- 13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document

## 14. EXTENSION OF CONTRACT

- 14.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## 15. IRREGULARITIES

- Companies are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## 16. JOINT VENTURES

- 16.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 16.2 Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 16.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## 17. LATE BIDS

- 17.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 17.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## 18. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN LEGISLATURE.

## 19. TAX CLEARANCE CERTIFICATE

- 19.1 a valid Tax Clearance Certificate and pin must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate may invalidate your bid (as at the closing date of this bid) unless a valid, original Tax Clearance Certificate is already in the possession of the KZN Legislature's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.
- 19.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid at the closing date and time of bid.

## 20. UNSATISFACTORY PERFORMANCE

- 20.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (A) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:
- (i) take action in terms of its delegated powers
  - (ii) make a recommendation for cancellation of the contract concerned.

## 21. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this KZN Legislature may request the bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## 22. VAT

- 22.1 Bid prices must be inclusive of VAT.
- 22.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;

- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –
  - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

**23. REQUIREMENTS**

**REGISTRATION WITH THE STATUTORY BODIES**

- A) The bidder must be registered for Workmens Compensation & UIF.

**24. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

**25. Previous Experience**

The Bidder must furnish the following details of all previous contracts.

- (a) Date of commencement of contract/s;
- (b) Expiry date/s;
- (c) Value per contract; and
- (d) Contract details: That is, with whom held, phone number and address/s of the company.

**BID SPECIFICATION  
OR  
TERMS OF REFERENCE  
AND  
PRICING PAGE/SCHEDULE**

**BID NUMBER: KZNL 22/2019**



**TERMS OF REFERENCE FOR  
APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS TO  
RENDER EVENTS MANAGEMENT SERVICES.  
PERIOD: 36 MONTHS**

**ESTABLISHMENT OF A PANEL OF  
EVENTS MANAGEMENT SERVICE PROVIDERS**

**1. INTRODUCTION**

- 1.1. The purpose of this Request for Proposal (RFP) is to appoint a panel of five events management companies for the facilitation and organization of the KZN Legislature events on a Three (3) year contract. The Legislature invites suitably qualified and experienced service providers to serve on its panel of event managers and provide facilitation and management expertise in the planning of events.
- 1.2. Panel members will be required to submit event specific bids as and when the services of an event manager is required.
- 1.3. Events will be held at different locations and venues with varying degrees of facilities. Events will take place at formal venues such as professional conferencing facilities as well as in rural areas with little or no facilities.

**2. BACKGROUND**

The KZN Legislature will from time-to-time use external service providers to ensure that resources meet with identified needs as set out in the Annual Performance Plan. As such, KZN Legislature intends to appoint a panel of five events management companies to provide comprehensive events management services on a rotational basis. The appointed events management companies will coordinate all logistical arrangements for KZN Legislature events (small and large scale events). The aim is to ensure that there is consistency in the running and hosting of all KZN Legislature's events and that the quality of the planned events is never compromised. The success of all planned events will contribute positively towards KZN Legislature's reputation management.

**3. DETAILED DELIVERABLES OR SCOPE OF SERVICES TO BE RENDERED BY THE SERVICE PROVIDER(S)**

KZN Legislature seeks to appoint a panel of five (5) suitable and reputable events management service providers to execute and manage its events in order to ensure that KZN Legislature delivers high profile events for all its constituencies, thus managing the reputation of the organisation. The appointed service providers will be expected to make recommendations in respect of planned KZN Legislature events. KZN Legislature renders services to a very diverse sector, as such the scale of events rendered will vary from high profile events to low key events.

See Appendix 1 for a broad scope and definitions of work which may be required to be performed by a service provider. The services to be rendered will include, but not limited, to:

1. In partnership with the KZN Legislature undertake a detailed planning for all KZN Legislature events, ensuring that they all comply with KZN Legislature's safety and security requirements
2. Take out public liability insurance for all planned events

3. Venue hire and set up (stage management, lighting, security etc.)
  4. Deco and furniture hire (where necessary)
  5. Audio visual equipment hire and set up
  6. Security services & Marshals
  7. Catering (where necessary)
  8. Branding and signage collateral for each event
  9. Corporate gifts
  10. Registration and accreditation services (design & print invitations and accreditation cards)
  11. Management of invitations and RSVP (including VIP, media etc.)
  12. Source entertainment (specification to be provided for each event)
  13. Source guest speakers and Master of ceremonies (MC's) (where necessary)
- 
1. Source exhibition stands (where necessary)
  2. Make Public & Delegate transport arrangements
  3. Hiring of marquees
  4. Parkhomes for office space
  5. Cost negotiations
  6. Ensure that local economic development and job creation is deliberately factored in and properly quantified for each event.
- 
4. Competence and expertise requirements  
It is essential that the service providers have extensive knowledge and proven experience of hosting events for and on behalf of a public entity – a portfolio of evidence is required (profile).
  5. Price specification/ requirements  
Bidders should specify the event management fees/rates to be charged for services rendered that will also be used for pricing evaluation purposes. Rates indicated should be inclusive of VAT.
- 
6. APPOINTMENT OF A SERVICE PROVIDER TO MANAGE AN EVENT
- 6.1. Area of operation  
A service provider must indicate the areas in which he or she would like to be approached to undertake an event by completing the table attached at Appendix 4.
  - 6.2. Appointment of a service provider to manage an event
- 6.2.1. The Legislature would like to ensure an equitable split of work amongst all service providers on the panel and will be allocating work on the rotational basis
- 
7. MANAGEMENT OF A SERVICE PROVIDER THAT HAS BEEN APPOINTED TO MANAGE AN EVENT
- 7.1. Departmental oversight/Quality Assurance
- (a.) The Legislature's events manager will work with the appointed service providers in providing guidance on the overall event management function.
  - (b.) The Legislature's events manager shall approve all arrangements for an event.
  - (c.) A service provider must develop a project plan including tasks and deadlines for an event. Legislature's management must approve the project charter.

## 7.2. MONITORING PROGRESS OF EVENTS

- (a.) On completion of each event, the events management service provider shall distribute the close out reports to the Legislature's events manager and to the responsible Line Manager.
- (b.) On an ongoing basis, the service provider shall prepare a report on the progress against their event management plan, including significant findings and administrative matters regarding any events undertaken. This report should be submitted to the Secretary of the Legislature.

## 7.3. Reporting requirements

The structure of the report is to be as follows:-

- (a.) Introduction;
- (b.) Event objective and scope;
- (c.) Background;
- (d.) Executive summary, highlighting significant findings;
- (e.) Findings, recommendations and management responses (including implementation dates);
- (f.) Conclusion;

## 7.4. Emerging businesses and economic empowerment

- (a.) Successful service provider/s will be obliged to outsource certain event activities (services or supplies) to small businesses, i.e. BBBEE and SMME service providers.
- (b.) For outsourcing and sub-contracting, a specified minimum value of the contract to be outsourced may be included in the event specific scope of work. Sub-contracted SMMEs/BBBEE must be based within the Local or District Municipality where the function takes place.
- (c.) Service providers may be required to draw labour from local community members for events held, with a particular focus on the use of youth and women. This will be defined for each event and dependent on the nature of the event and the resources of the local community. Specific targets may be set by the Legislature and the service provider shall report on the achievement of such targets to the relevant steering committee.
- (d.) As part of local economic empowerment, the successful service provider will be obliged to outsource 70 percent of the total services(i.e bid amount) for each function to the local emerging service providers of the municipality and 30 percent be done in-house

## 7.5. Local goods and services

Goods and services must be sourced from local suppliers, unless it is not available locally.

## 7.6. Market testing

Prices submitted by service providers bidding for an event may be subjected to market testing and compared to benchmarked prices. The Legislature will negotiate with a bidder, if it is of the view that the prices submitted by it are unreasonable.

APPENDIX 1: EXTENDED SCOPE AND DEFINITION OF WORK TO BE PERFORMED WHEN ARRANGING EVENTS

No.	Description of items/service	Quantities	Price
1.	SERVICES (NOT AN EXHAUSTIVE LIST)		
1.	Marquee and ground sheets/carpets		
2.	Folded clean trestle Tables		
3.	White clean Chairs		
4.	PA systems		
5.	Sound systems including commissioning/audio Visual		
6.	LCD screen		
7.	Photography, projection and video recording service		
8.	Labour saving devices (laptops, fax, printing, copy)		
9.	Portable air conditioners		
10.	Décor and stage set up		
11.	Portable Toilets /Ablution facilities		
	VIP ToiletsPublic toilets		
12.	Water tankers		
13.	Catering: VIP and table clothes)		
14.	Catering: Community/Public catering/food packs		
15.	Food transportation and storage including refrigeration		
16.	Beasts – supply of live beasts		
17.	Waitrons		
18.	Ushering		
19.	Entertainers		
20.	Security: Safety Officer		
21.	Marshals including marshal/usher identification		
22.	Name tags and lanyards		
23.	T-shirts		
24.	Translation services (simultaneous)		
25.	Preparation and printing of invites, programmes etc		
26.	Arrangements for accommodation		
27.	Secretarial/administrative support including registration, minute taking, report writing and recording of resolutions and preparation of pre-conference documentation		
28.	Registration of delegates		
29.	Management of steering committees		
30.	Transport (public transport vehicles - buses and taxis and VIP vehicles as may be required)		
31.	Parking arrangements		
32.	Plaque engraving services		
33.	Signage		
34.	Banners – design, print and erection		
35.	Preparation of delegate packs		
36.	Speed fencing including erection and dismantling		
37.	Preparation/cleaning of site		
38.	External TV broadcasts, National and Provincial radio broadcasts and community radio broadcasts (OB van)		
39.	Live feed (Large screen projection)		
40.	Media advertising		
41.	Design and manufacture of cultural shields		
42.	Installation of lightning conductors for events as and when required		

- 43 VIP and delegate transport services
- 44 Air conditioner
- 45 Corporate gifts for attendees
- 46 Generators
- 47 Waste Disposal and recycling
- 48 Refrigerators

## 2. BROAD OVERVIEW OF EVENTS

- 2.1 The Events Manager will be expected to understand and be prepared to comply with all protocols related to the Legislature. Also the Events Manager must understand that these events are established by the Legislature and may vary in complexity, depending on the scale and frequency of the event. As such the Events Manager will be required to perform as requested and indicated by the Legislature. The KZN legislature events include, but not limited to, the following;
- Worker's Parliament
  - Youth Parliament
  - Women's Parliament
  - Senior Citizen's Parliament
  - Taking Legislature to the People( TLTP)
  - Parliament of People with Disabilities
  - International Women's Day Celebration
  - Interfaith Symposium
- 2.2 The broad spatial implications of meeting the Legislature's requirements must be established as early as possible. A spatial plan should be prepared in consultation with the Legislature, to ensure that the requirements of the Legislature are met and to ensure a positive impact in the area in which the event is planned.
- 2.3 Explicit approaches should be prepared and adopted with respect to the operational and infrastructural aspects of hosting the event. The work breakdown should be prepared according to the Legislature's needs and also making provisions for prioritizing work and formulating contingency plans for unexpected situations. Schedules for detailed planning, community consultation, design, construction, site making, and test events must be prepared timeously, so that the Legislature can be guaranteed of delivery on time.
- 2.4 Where it is found that the specification drawn by the Legislature is incomplete, the Events Manager must have the ability to turn around and provide the service that might have been omitted.

## 3. CONTRACTUAL OBLIGATIONS

- 3.1 The appointed Events Manager (appointed service provider) is expected to ensure full support of local and small service providers, as failure to adhere to this requirement will result into a contract being terminated.
- 3.2 The Events Manager (appointed service provider) is required to pay service providers within 30 days after submission of invoice for the event and proof of payment to be submitted to the Legislature.

#### 4. PREPARATION FOR AN EVENT

- 4 .1 Co-ordination of logistics: The Events Manager shall include set-up and the dismantling of all assets, etc. This must also include ensuring that the venue is clean and litter free after the event. The site/venue must be inspected prior to the event on the day agreed upon between the Events Manager and the Legislature.
- 4 .2 Security: The Events Manager to provide logistics as per the determination of the Security Manager of the Legislature. The Legislature will ensure that the SAPS/VIP Protection Security Officials are also available to ensure minimum risk to all attending the event. The Events Manager must arrange adequate security for assets at the venue from the day of set up until after the function and redeployment of the assets.
- 4 .3 Site: The Events Manager must provide the Legislature with a site plan as soon as possible prior to the function and must be available for the site to be inspected by the Legislature liaison officer prior to the function on the day agreed between the Legislature and the Managing Agent/s. A certificate of compliance must be provided by the Agent/s indicating that all structural installations are compliant with minimum industry requirements. Such certificate must be furnished to the Legislature liaison Officer as soon as possible prior to the event.
- 4 .4 Due care and diligence The Events Manager must exercise care and diligence in the performance of its duties as contemplated in this contract, and will be liable to KZN Legislature in the event of failure to exercise such due care and diligence, as this could result in the termination of the contract.
- 4.5 Indemnity: The Events Manager shall indemnify and hold the Legislature harmless against any claims of any nature arising out of the willful or negligent acts or omissions of the Events Manager, or any person acting for and on behalf of the Events Manager, and that the Events Manager shall warrant that it carries sufficient insurance to cover any such claims, of any nature arising out of such willful or negligent acts or omissions.
- 4.6 Erection of marquees and scaffolding: The Events Manager must ensure that when erecting marquees or scaffolding, the necessary certificates are obtained from the suppliers and have to be in compliance with the Disaster Management Act. A detailed specification including dimensions of the seater tent will be provided by the Legislature.

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

The marquee will be utilized by the VIP dignitaries as the holding area. Also the marquee that will serve as an information centre for Government related issues must be provided. All these marquees must, where possible, be located at least 20 metres from the main marquee.

- 4.7 Weather condition: The Events Manager may be expected to provide air conditioner/s including heaters to the VIP marquee when the weather is at extremes.

The Events Manager will be again expected to provide umbrellas during the extreme weather conditions for VIPs upon arrival to the exact venue.

4 .8 Seating:

Main marquee: The Events Manager may be expected to provide white plastic chairs without covers. VIP marquee: The Events Manager must provide tables and chairs with black covers and also executive chairs for VIPs at main table including eating utensils (knives, forks, spoons, plates, glasses etc.). At the main table floral decorations must be arranged. All tables must have table cloths. The Events Manager must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.

Information desk marquee: The Events Manager may provide tables covered with table cloths and white plastic chairs.

4 .9 Stage: The Events Manager must consult with the liaison officer regarding stage plus podium for dignitaries. The tables on the stage must be covered with linen table cloth and overlays on them. Decorations for the stage may be required depending on the Department; that is, flowers/plants etc. Bottled water and juices of different flavors for dignitaries placed on the main stage table and on a table in close proximity thereto, may be required. This may include sufficient number of glass jugs/carafes and drinking glasses.

The Legislature may request another stage to the left/right of the main stage depending on the site plan or layout. Chairs with covers and sufficient beverages may be requested. Also provision must be made for cooler boxes with ice for storage or refreshments behind the stage. The Events Manager to ensure provision of mobile stage for Legislature where areas do not have necessary infrastructure. The Events Manager must provide a back-up generator for special circumstances.

4 .10 Refreshments: The Events Manager must ensure that a detailed menu is discussed with the liaison officer for refreshments to be served to VIP guests on arrival.

4 .11 Lunch provision to VIP guests: The Events Manager shall ensure that sufficient personnel are available to service all tables; which is, minimum of one (1) person per table of ten (10) will be required. The Events Manager must ensure that consultation is made with the Legislature for VIPs to be identified by means of coloured stickers, arm bands etc.

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

4 .12 Sit down lunch including refreshments: Depending on the requirements of the Legislature, a variety of Traditional, Western and Halaal foods and deserts will have to be provided by the Agent/s. The Events Manager must provide a minimum of three (3) draft menus for selection, as early as possible prior to the function (African/Western/Halaal/ Vegetarian meals).Lunch provision to the community must be discussed with the liaison officer of the Legislature.

- 4 .13 Transportation of foodstuffs: All foodstuffs are to be transported in a hygienic manner and where appropriate in a refrigerated truck/trailer. All meals are to be prepared within 10 km from the site where meals would be served.

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

The Events Manager must ensure that adequate arrangements are made in respect of water required for cooking purposes.

- 4 .14 Refrigeration facilities (truck/trailer): Where required the Events Manager shall ensure that there are suitable refrigeration facilities available for keeping items cool.
- 4.15 Waste disposal: Where required flushable portable toilets for the community and VIPs must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for male, female and for handicapped guests. Single ply toilet paper of good quality must be provided by the Events Manager and ensure replenishment when required. Toilets to be kept hygienically clean at all times.
- 4 .16 Transport and related matters: The Events Manager will be required to organize and hire buses or any suitable means of transport to ferry community to and from the venue. As a requirement, an inspection certificate from the transporter confirming safety standards must be provided to the liaison officer. The local based contractor must by all means be utilized.

The number of people to be ferried and the radius of kilometers to be traveled must be discussed with the Department. It must be noted that no buses will leave until such time that the Legislature liaison officials have signaled for them to leave. The Events Manager must designate a parking area for all buses. A copy of the participant's names list should be given to the driver of the bus/vehicle and an original list kept by the Events Manager and the Events Manager to ensure that officials on the list are present before the bus/s leave a venue (going and returning) and these officials are catered for where necessary. The Events Manager must liaise with Legislature on the nominated and agreed transport route to be utilized. This route must be made available to all relevant stakeholders.

- 4.17 Entertainment: Where required the Events Manager shall secure an appropriate professional and non-professional artist(s) to provide entertainment to the audience. Selected artists performing must be negotiated between the Events Manager and the Legislature. An appropriate stage and sound system must be provided in terms of technical requirements of artist/s.
- 4 .18 Communication and media: Where required a table and chairs must be provided for the members of the media. A public address system (PA) with adequate wattage with microphones. (Company must provide technician to set up and operate the system). The Events Manager must ensure that the system is tested prior to the event. A power generator/backup must be provided.
- 4 .19 Communication: The Legislature will always provide or nominates person(s) (DLO) who is/are fully conversant with all the facets of such events who will be in direct contact with the Events Manager for the purposes of the event. The Events Manager shall ensure that there is one designated person to manage the event, who will be



available on a 24 hour basis. The details of such person shall be communicated to the liaison officer prior to the event. The manager must also be clearly identifiable at the event.

## 5. CHECKLIST FOR THE EVENT

- 5.1 A properly drawn up operational plan should be developed by the Events Manager in conjunction with the Legislature to include the following;
- 5.2 Accessibility and flow
  - Number and arrangement of entrances and exits; gate control.
  - Directional signage
  - Parking
  - Special needs (wheelchair access)
  - Crowd-control devices (barricades, signs)
  - Fire regulations; capacity (persons, vehicles, etc)
  - On-site vehicles for staff (and identification thereof).
- 5.3 Accreditation
  - For media, VIPs, staff and officials (police, fire etc)
  - Types: badges; tickets; uniforms; wrist bands
- 5.4 Activity requirements, setting types
  - Stages and assembly; dressing rooms; special technicians; seating arrangements; viewing quality; etc.
  - Procession parade marshals; crowd control
  - Decorations and designs
  - Permission and special provision for fireworks, loud music and balloon releases
- 5.5 Cancellation or venue change procedures
  - Weather forecasting and monitoring
  - Ways of instantly communicate changes (e.g. loudspeaker system; signs)
  - Policy and procedures for cancellation, rain checks, etc.
- 5.6 Hospitality
  - VIP, sponsors, officials and performers' facilities
  - Separation from other activities
  - Special viewing requirements
  - Special transport to, from and on site
  - Protocol for VIPs
  - Food, beverage, gifts
- 5.7 Infrastructure
  - Power needs (generators and dedicated lines; amperage for special equipment; protection from weather, heat or air conditioning; lighting and sound systems; backup and contingency plans) Water; for drinking; food and beverage preparations
  - Sewerage; toilet requirements
- 5.8 Safety, security, comfort and health
  - First aid; lost children; lost and found
  - Emergency response and accessibility; evacuation procedures
  - Shelters from weather
  - Police or security presence

Waste disposal and recycling  
Safe storage spaces

6. BRIEFING SESSION

6.1. There will be a formal briefing on 3 July 2020

7. DOCUMENTS MUST BE SUBMITTED IN THE FOLLOWING ORDER:

Bidding documents, viz

1. Invitation to bid; (SBD 1)
2. Tax clearance certificate;
3. Technical Specification(s)/ Technical proposal based on TOR. The technical proposal should address the following content and if applicable the proposal must adhere to the sequence indicated below:
4. Background information of service provider/Joint venture/Consortium and of any sub contractors.
  - a. Executive Summary of proposal
  - b. Service provider Profile / Management structure
  - c. B-BBEE status level.
5. Proposal regarding the scope of services to be rendered
  - a. Approach, Plan and Time Lines
  - b. Project Organisation and logistical arrangements
  - c. Methodology to ensure successful completion of contract
  - d. Business arrangement approach
    - o An overview of the proposed business arrangement;
    - o How KZN Legislature and the service provider will manage risks and realise benefits;
6. Information and evidence to address the evaluation criteria set in the particular bid documents:
  - a. Proof of Financial Stability
  - b. Proven Credentials and Team Expertise
  - c. Performance capabilities
  - d. Performance abilities relevant to the scope of services to be rendered
  - e. Company's Senior Management Experience in events management
  - f. Reference sites and contact details where a project of this nature was conducted
  - g. Major client profile / including government
7. Payment Terms between KZN Legislature and Contracted service provider (s)
  - 7.1 The successful bidder (s) will be paid within 30 days after submission of invoice post service completion of the event.
  - 7.2 The successful bidder(s) will be required to submit all invoices and proof of payment for all outsourced services as part of the payment source documents.
  - 7.3 Bidder will be only be paid once all outsourced services have been paid for

FUNCTIONALITY EVALUATION CRITERIA AND THRESHOLD FOR QUALIFICATION

- Mandatory requirements
- Valid SARS Tax certificate and pin
  - CSD Company report reflecting MMMA Number
  - COIDA
  - Proof of KZN foot print and office addresses
  - Proof of financial stability i.e. sound financial statement. Bidder must submit bank confirmation or guarantee reflecting access to R 3 000 000.00 at any given time.

EVALUATION CRITERIA

(a). All bid offers received shall be evaluated based on the following criteria,

- Phase One – Attendance of briefing session, compliance to the Terms of Reference and the conditions of the bid
- Phase Two – Meeting the minimum threshold of the prequalification criteria (functionality)

Prequalification criteria (functionality criteria to be used)

Value: 0 or 1 = Very Poor 2 = Poor; 3 = Average; 4 = Good; 5 = Very Good;

Criteria				Points Allocated
Experience in organizing Public events or conferences in public entity of the similar size as the KZN Legislature. (attach at least three contactable references including letters . The reference letter must be in a <ul style="list-style-type: none"> <li>• Referral company letter head.</li> <li>• Stipulate the state and the number of delegates in who was in attendance.</li> <li>• Experience in comparative projects</li> </ul>	Execution of 5 or more comparative projects in a public entity events	5	5	25
	Execution of 3 or 4 comparative projects	3		
	No comparative projects and Execution of 1 or 2 more comparative projects	0		
<ul style="list-style-type: none"> <li>• A proven experience in organizing public sector events or corporate conferences <b>Appendix 2 POE</b></li> </ul>	5 years	5	5	25
	4 years	4		
	3 years	3		
	2 years	2		
	1-2 years	1		

<ul style="list-style-type: none"> <li>Provide proof of human resources by attaching CVs with contact details and qualifications of company officials or reference letter confirming working relationship from the company which will supply resources to the bidder if the services will outsource the services.</li> <li><b>Human resources required:</b>  Events Manager  Civil Engineer (for certification of structure)  Safety Officer  Insurance company for public liability.</li> </ul>	Submission of proof for all CVs and qualifications or reference letter from a reputable company in the event where bidder will outsource the services.	5	5	25
<ul style="list-style-type: none"> <li>Methodology and plan to delivering as envisaged in deliverables of the Terms of Reference.</li> </ul>	A complete, detailed and practical approach as well as the well presentable and understandable layout.	5	5	25
	A practical approach as well a presentable layout.	3		
	A very vague approach with no clear layout.	0		

**Bidders are required to score a minimum score of 80 percent in order be evaluated for Price and BBBEE**



**CATEGORY A: SMALL PROVINCIAL INDOOR EVENTS ( 1500 OR LESS PEOPLE ATTENDING )**

DATE	TYPE OF EVENT	VALUE	NO. OF DELEGATES	VENUE	ORGANIZATION	TELEPHONE	NAME



**CATEGORY C: SMALL PROVINCIAL OUTDOOR EVENTS ( 1500 OR LESS ATTENDING)**

<b>DATE</b>	<b>TYPE OF EVENT</b>	<b>VALUE</b>	<b>NUMBER OF DELEGATES</b>	<b>VENUE</b>	<b>ORGANIZATION</b>	<b>TELEPHONE</b>	<b>NAME</b>





**ANNEXURE H: PRICING SCHEDULE**

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below:

**PRICING SCHEDULE FOR EVENTS MANAGEMENT FOR COSTING:**

Event Type	SERVICE FEE (COST PERCENTAGE)	COST PERCENTAGE INCLUSIVE OF VAT
SMALL PROVINCIAL INDOOR EVENTS ( 1500 OR LESS PEOPLE ATTENDING		
LARGE PROVINCIAL INDOOR EVENTS ( MORE THAN 1500 PEOPLE ATTENDING )		
SMALL PROVINCIAL OUTDOOR EVENTS ( 1500 OR LESS ATTENDING)		
LARGE PROVINCIAL OUTDOOR EVENTS ( 1500 OR MORE ATTENDING		

**BIDDERS SHOULD NOTE THAT QUANTITIES ARE INDICATIVE AND ARE SUBJECT TO FINALISATION AND FINAL PRICES WILL BE NEGOTIATED IN CONTRACTING**

1 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

2 Are the rates quoted firm for the full period of the contract? 

YES	NO
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3 If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

Basis of adjustment:		
Cost Breakdown:		

4 The following exchange rates as on must be used (**Subject to ROE at the time of each tender award**):

R 17.61= 1 Dollar

R 19.25,= 1 Euro

R 21.23= 1 Pound

5	No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments			

6	The bidder must indicate <b>clearly</b> which portion of the service price is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments			

# GENERAL CONDITIONS OF CONTRACT1

THE NATIONAL TREASURY

Republic of South Africa



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**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.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. 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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1 A copy of the complete document set containing the General Conditions of Contract is available on [www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/)

**GENERAL CONDITIONS OF CONTRACT  
TABLE OF CLAUSES**

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