



**KWAZULU-NATAL
LEGISLATURE**
AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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Pietermaritzburg, 3201
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Private Bag X9112, Pietermaritzburg, 3200

**SUBJECT: APPOINTMENT OF A PANEL OF FOUR SERVICE PROVIDERS TO
RENDER EVENTS MANAGEMENT SERVICES FOR **36 MONTHS ON AD HOC
BASIS****

Date 28 March 2024

BID NUMBER:KZNL 4/2023

Company 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	

RETURN OF PROPOSAL

**Proposal must be deposited in the Bid Box situated at Ground Floor,
KZN Legislature, 244 Langalibalele Street
PIETERMARITZBURG 3201**

**KWA-ZULU-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 4/2023** CLOSING DATE: **3 May 2024** CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER EVENTS MANAGEMENT SERVICES ON ADHOC BASIS FOR THREE YEARS**

CONTRACT PERIOD: **THREE YEARS (36 MONTHS)**

VALIDITY PERIOD: **120 DAYS**

A tender briefing session will be held on **10 April 2024 at 10h00 via Microsoft Teams**. Interested bidders are requested to forward their email addresses and the company's name to tenders@kznleg.gov.za by **09 April 2024**.

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

<p>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT: Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201</p>	<p>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME: MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS) 08:00 TO 16:00</p>
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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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED

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

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.....

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

ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:

Contact Person: Ms Phindile Shange
Tel: 082 886 2593
E-mail address: Shangep@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 by the directives in the bid documents.
7. Each bid shall be addressed by 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 the 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 after the closing date and time of the 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 the 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 certificates with a pin.

(Where required, individual company profiles must be included).

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. The Legislature reserves the right to appoint more than one service provider.
23. 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)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance with the conditions and bidding rules contained therein.
26. 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.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction
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 . 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 1 (one) year from the date of approval.

3. A valid Tax Clearance Certificate pin must be submitted together with the bid.
4. Designated employee(s) must verify the bidder's tax compliance status before the awarding of price quotations or competitive bids.
5. Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have arranged to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling.
6. Should the recommended bidder fail to provide written proof of their tax compliance status in terms of paragraph 4.2 above, accounting officers and accounting authorities must reject the bid submitted by the bidder.
7. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate and pin.
8. 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.
9. 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.

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

SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

DATE

SIGNATURE

COMPANY OFFICIAL STAMP

SECTION D

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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

- 3.4 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 institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22

ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE

FALSE.

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

SECTION E

SB 6.1

**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

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.
- b) The **90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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:

	POINT S
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:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{min}}{\dots} \right)$$

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:

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

80/20 **or** **90/10**

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 1: 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. Failure to indicate will result in points not being allocated for specific goals)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Supporting Documents
25% black owned	02 points		ID of the directors of the companies with CK Document of the company, BBEE certificate.
25 % Youth	02 Points		ID of the directors of the companies with CK Document of the company, BBEE certificate.
Company parameters must be within, the KZN Province	06 Points		proof of residence (lease, water bill of the company, letter from the councillor etc)

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 authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualify 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 by 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 the 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 favorable 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:

SECTION F
OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

(This information is required for statistical purposes only)

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PARTNER/ PROPRIETOR/ SHAREHOLDER/TRUSTEE/ BENEFICIARY	% OWNERSHIP / PARTNERSHIP/TRUST/ CO-OPERATIVE	MALE/ FEMALE	HANDICAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/ NO	% OF TIME DEVOTED TO THE FIRM

SECTION G
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
 LETTERS)
 AUTHORISED REPRESENTATIVE**

FULL NAME (IN BLOCK

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, authorizing 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*)

.....
-------	-------	-------

SIGNATURE	SIGNATURE	
SIGNATURE		

.....
DATE	DATE	DATE

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-OPERATIVE:.....
(PRINT NAME)

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

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

WITNESSES: 1 WITNESS:- 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 authorized 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	Ye	
		s	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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

DRAFT

SECTION I (SBD 9)
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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

.....
.....

³ 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 THE CONTRACT

PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS

1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) 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. RESERVATION OF RIGHTS

The KZN Legislature reserves the right to-

- a. invite bidders to make presentations regarding any aspect(s) of the bid before final selection;

- b. appoint more than one service provider;
- c. call for the best and final offers from shortlisted bidders before final selection;
- d. verify information and documentation of any bidder;
- e. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f. enter into price negotiations with the preferred bidder;
- g. 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;
- h. 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 bidder(s) have been notified of their status as such.

3. BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4. VAT

- 4.1. Bid prices must be inclusive of VAT.
- 4.2. A bidder must submit a tax invoice in respect of payments in terms of the contract. The 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.

5. CHANGE OF ADDRESS

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

6. COMMUNICATION

All correspondence about this bid must be addressed to:

THE HEAD OF SUPPLY CHAIN
MANAGEMENT KZN LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG, 3200

7. COMPLETION OF SPECIFICATION

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

8. COMPLETENESS OF BID

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

9. OTHER CONDITIONS OF BID

- 9.1. The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2. No bid received by telegram, telex, facsimile or email will be considered.
- 9.3. The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4. Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
 - (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
 - (c) Name, address and telephone number of their bankers together with their bank account number.
 - (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5. In cases where a bidder enters business for the very first time, the following particulars shall be provided:
 - (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?
- 9.6. The successful Bidder must–
 - a. comply with all specifications and standards outlined in the specifications;
 - b. comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
 - c. use and adopt reasonable professional techniques and standards in providing the services;
 - d. monitor project implementation against set targets, costs and time frames;
 - e. provide the services with all due care, skill and diligence;
 - f. ensure continuity of services to the KZN Legislature;
 - g. ensure that key personnel, its employees or engagement partners

observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;

- h. where appropriate, appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the KZN Legislature and the successful bidder;
- i. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
- j. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
- k. upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and
- l. immediately upon receipt of a notice from the KZN Legislature, promptly re- execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non- conformity.

10. PAYMENT CONDITIONS

- 10.1. The Service Provider must submit an invoice for any payment to be made. Subject to paragraph (b), the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- 10.2. Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- 10.3. Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service

Provider;

- 10.4. No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- 10.5. The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of withholding, deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- 10.6. In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

- c. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- d. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a. the Service Provider has the capacity and resources to render the services as specified;
- b. on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;
- c. the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is breach of the contract;
- d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
- e. it is the owner of, or has a good title to all good or services delivered in terms of this contract; and
- f. it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licences, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

- 13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider, if the KZN Legislature has reason to believe that the Bidder or service provider:
 - a. has failed to comply with any legal or policy requirement in order to enter

- into a valid contract with the KZN Legislature;
 - b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
 - c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
 - d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
 - e. breaches any applicable South African National Standards (SANS), legislation or policy; or
 - f. failed to fulfil its contractual obligations in terms of the contract.
- 13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:
- If the service provider –
- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
 - b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
 - c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

- 14.1. Unsatisfactory performance occurs when performance is not per the contract conditions.
- 14.2. Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken per the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act per the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service

Provider.

15. JOINT VENTURES

- 15.1. 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.
- 15.2. Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16 EXECUTION CAPACITY

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 therefore 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.

17 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

- (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.

18 TAX OBLIGATIONS

- 18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South

African Revenue Service (SARS) to meet the bidder's tax obligations.

- 18.1. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.
- 18.2. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.
- 18.3. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in accordance with the KZN Legislature SCM Policy.

19 REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20 EQUAL BIDS

- 15.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 15.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21 LATE BIDS

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

22 NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Legislature.
- 22.2. Bid results will be advertised on the same media platforms used for the

advertisement of the tender invitation.

23 AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature, may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24 VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the KZN Legislature may request 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 made before the expiry of the original validity (binding) period.

25 SECURITY VETTING:

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

26 BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27 CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28 AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29 EXTENSION OF CONTRACT

29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.

29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however, such period may not exceed the initial contract period.

30 IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders 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. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with their duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B- SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period: 36 Months

2. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

DRAFT

ANNEXURE A

**BID SPECIFICATION
OR
TERMS OF REFERENCE
AND**

SPECIFICATION

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 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 management companies and provide facilitation and management expertise in the planning of committee meetings, public hearings and events**
- 1.2. Panel members will be required to submit event-specific bids as and when the services of event management companies are 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 identified needs as set out in the Annual Performance Plan. As such, the KZN Legislature intends to appoint a panel of four 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 four (4) suitable and reputable events management service providers to execute and manage its events 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 with respect to 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 are not limited to:

- 1. Event conceptualisation (planning and management)**
- 2. Undertake detailed planning for all KZN Legislature events, ensuring that they all comply with KZN Legislature's safety and security requirements.**
- 3. Take out public liability insurance for all planned events**
- 4. Venue hire and set up (stage management, lighting, security etc.)**
- 5. Deco and furniture hire (where necessary)**

6. Audio-visual equipment hire and set up
7. Security services & Marshals
8. Catering (where necessary)
9. Branding and signage collateral for each event
10. Corporate gifts
11. Registration and accreditation services (design & print invitations and accreditation cards)
12. Management of invitations and RSVP (including VIP, media etc.)
13. Source entertainment (specification to be provided for each event)
14. Source guest speakers and Master of ceremonies (MC's) (where necessary)
15. Source exhibition stands (where necessary)
16. Make Public & Delegate transport arrangements
17. Hiring of marquees
18. Parkhomes for office space
19. Cost negotiations
20. Ensure that local economic development and job creation are deliberately factored in and properly quantified for each event.

4. Competence and expertise requirements

The service providers must 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 MANAGEMENT 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 given work on a 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 management company will work with the appointed service providers in guiding 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. The 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.) Successful service providers will be obliged to outsource 30 percent of the total services for each function to the local emerging service providers of the municipality and can render 70 percent in-house.**

7.5. Local goods and services

Goods and services must be sourced from local suppliers unless it is not available locally. After the event, a report demonstrating the 30 percent allocation to local companies must be populated and submitted to the KZN Legislature.

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.

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

1. SERVICES (NOT AN EXHAUSTIVE LIST)

No.	Description of items/service	Quantity	Price
1.	Marquee and ground cover (carpets or flooring)		
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 Toilets Public 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-conditioned		
45	Corporate gifts for attendees		
46	Generators		
47	Waste Disposal and recycling		
48	Refrigerators		
49	Variable Stage set-up and certifications		
50	Industrial Fans and Heaters		
51	Lightning conductors		

2. BROAD OVERVIEW OF EVENTS

2.1 The Events Management Companies will be expected to understand and be prepared to comply with all protocols related to the Legislature. Also, the Events Management Companies 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 Management Companies will be required to perform as requested and indicated by the Legislature. The KZN legislature events include, but are 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
- LGBTQAI+ Symposium
- Young Women Symposium
- Sex Work Symposium
- Civic Education Programmes
- Public Hearings
- Committee Meetings

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 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 Management Company must have the ability to turn around and provide the service that might have been omitted timeously upon receipt of the purchase order or appointment letter.

3. CONTRACTUAL OBLIGATIONS

- 3.1 The appointed Events Management Companies are expected to ensure the full support of local and small service providers, as failure to adhere to this requirement will result in a contractor being penalized, and after four transgressions the contract may be terminated.**
- 3.2 The Events Management Companies are required to pay service providers within 30 days after submission of an invoice for the event. Proof of payment may be requested to be submitted to the Legislature.**

4. PREPARATION FOR AN EVENT

- 4 .1 Coordination of logistics: The Events Management Companies 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 before and after the event on the day agreed upon between the Events Management Companies and the Legislature.**
- 4 .2 Security: The Events Management Companies are 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 Management Companies 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 Management Companies 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. Certificates of compliance must be provided by the Agent/s indicating that all structural installations are compliant with minimum industry requirements. Such certificates must be furnished to the Legislature Liaison Officer as soon as possible prior to the event.**

4.4 Due care and diligence by the Events Management Companies must maintained in the performance of their duties as contemplated in this contract and they will be liable to the KZN Legislature in the event of failure to exercise such due care and diligence. Failure, to comply could result in the termination of the contract.

4.5 Indemnity: The Events Management Companies shall not hold the Legislature liable for claims of any nature arising out of the willful or negligent acts or omissions of the Events Management Companies, or any person acting for and on behalf of the Events Management Companies, and that the Events Management Companies shall warrant that they carry sufficient insurance to cover any such claims, arising out of such willful or negligent acts or omissions.

4.6 Erection of marquees and scaffolding: The Events Management Companies must ensure that when erecting marquees, stages and scaffolding, necessary certificates are obtained from their suppliers and must comply with the Disaster Management Act. Detailed specification including the dimensions of the marquees, stages and scaffolding 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 to serve 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 conditions: The Events Management Companies may be expected to provide air conditioner/s including heaters to the VIP marquee when the weather is at extremes. The Events Management Companies will be again expected to provide umbrellas during extreme weather conditions for VIPs upon arrival at the exact venue.

4 .8 Seating:

Main marquee: The Events Management Companies may be expected to provide white plastic chairs without covers.

VIP marquee: The Events Management Companies must provide tables and chairs with covers and also executive chairs for VIPs at the main table including eating utensils (knives, forks, spoons, plates, glasses etc.). At the main table, floral decorations must be arranged. All tables must have tablecloths. The Events Management Companies must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.

Information desk marquee: The Events Management Companies may provide tables covered with tablecloths and white plastic chairs.

4 .9 Stage: The Events Management company must consult with the liaison officer regarding the 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 flavours for dignitaries placed on the main stage table and a table in close proximity thereto, may be required. This may include a 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 Management Companies to ensure the provision of a mobile stage for the Legislature where areas do not have the necessary infrastructure. The Events Management Companies must provide a backup generator for special circumstances.

4 .10 Refreshments: The Events Management Companies 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 Management Companies 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 Management Companies must ensure that consultation is made with the Legislature for VIPs to be identified by means of colored stickers, armbands 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 VVIPs 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 Management Company 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. Events Management Companies must ensure that Haalal Accredited suppliers are utilized where required.

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 of the site where meals will be served.

Should, on occasion, the serving of the meal takes place later than the specified time, the Events Management Companies 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 Management Companies 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 Management Companies 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 proximity of each tent. There shall be separate toilets for males, females and for handicapped guests. Single-ply toilet paper of good quality must be provided by the Events Management Companies and ensure replenishment when required. Toilets are to be kept in good working condition and hygienically clean at all times.
- 4.16 Transport and related matters:** The Events Management Companies will be required to organize and hire buses or any suitable means of transport to ferry the 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 kilometer radius to be travelled must be discussed with the Legislature. 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 Management Companies must designate a parking area for all buses. A copy of the list of participants' names should be given to the driver of the bus/vehicle and an original list kept by the Events Management Companies and the Events Management Companies to ensure that participants on the list are present before the transport leaves a venue (going and returning) and that participants are catered for where necessary. The Events Management Companies must liaise with the Legislature on the nominated and agreed upon transport route to be utilized. This route must be made available to all relevant stakeholders.

- 4.17 Entertainment:** Where required the Events Management Companies 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 Management Company and the Legislature. An appropriate stage and sound system must be provided in terms of the technical requirements of the artist/s.

The Events Management company must monitor the artists and a sound test should be done prior and should not disturb proceedings.

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. (The company must provide a technician to set up and operate the system). The Events Management Company must ensure that the system is tested before the event. A power generator/backup must be provided.

4 .19 Communication: The Legislature will always provide or nominate a person(s) (DLO) who is/are fully conversant with all the facets of such events and who will be in direct contact with the Events Management Company for the event. The Events Management Company 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 a person shall be communicated to the liaison officer before 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 Management Company 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 MPLs, VIPs, Media, Officials, and Service Providers (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 communicating 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 compulsory formal briefing on Jan 2019

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**
- 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**
 - An overview of the proposed business arrangement;**
 - 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 only be paid once all outsourced services have been paid for.

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FUNCTIONALITY EVALUATION CRITERIA AND THRESHOLD FOR QUALIFICATION

Mandatory requirements

- Valid SARS Tax certificate and Pin
- CSD Company report reflecting MMMA Number
- Valid COIDA certificate
- Proof of Financial Stability i.e. Letter of good standing from the bank and sound financial statement. The bidder must submit a confirmation of the letter of good standing from the bank reflecting the approved credit of R 3 000 000.00 or bank balance of R 3 000 000.00 not older than 20 working days from the date of the bid closing date
- Proposal document must be stamped in the compulsory briefing session
- Public liability (10 Million covers).

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 an entity of a similar size as the KZN Legislature. (attach at least three contactable references	Execution of 5 or more comparative projects in an entity events	5	5	25
	Execution of 3 or 4 comparative projects	3		

<p>including letters. The reference letter must</p> <ul style="list-style-type: none"> • Be in a referral company letterhead. • Stipulate the state and the number of delegates who were in attendance. • Experience and overall assessment in comparative projects • Contact Details of the referee 	<p>No comparative projects or Execution of 1 to 2 comparative projects</p>	<p>0</p>		
<p>A proven experience in organizing public or private sector events or corporate conferences in accordance to Appendix 2 POE</p> <ul style="list-style-type: none"> • Bidder must submit at least three events executed for each event type as per Appendix 2 POE. Failure to submit the minimum numbers for each event type will result in a bidder not scoring for this evaluation criteria. <p>NB: KZN Legislature will use the company CK Document/CIPRO to ascertain the number of years the company have been operating.</p>	<ul style="list-style-type: none"> • 5 years 	<p>5</p>	<p>5</p>	<p>25</p>
	<ul style="list-style-type: none"> • 4 years 	<p>4</p>		
	<ul style="list-style-type: none"> • 3 years 	<p>3</p>		
	<ul style="list-style-type: none"> • 2 years 	<p>2</p>		
	<ul style="list-style-type: none"> • 1-2 years 	<p>1</p>		

<ul style="list-style-type: none"> • Provide proof of human resources by providing CVs with contact details and qualifications or reference letters from the company if the bidder will outsource the services. • Human resources required are: <ul style="list-style-type: none"> a) Events Manager: CV with at least three years of experience in the field of events management b) Civil Engineer (for certification of structure): CV and BSC Degree / Diploma or B Tech for Civil Engineer 	<p>Submission of proof for all CVs and qualifications or reference letter from a reputable company in the event where bidder will outsource the services.</p>	5	5	25
	<p>Submission of proof for some of the resources</p>	0		
<ul style="list-style-type: none"> • Methodology and plan to deliver as envisaged in deliverables of the Terms of Reference. 			5	25
	<p>A complete, detailed and practical approach as well as the well-presentable and understandable layout.</p>	5		
	<p>A practical approach as well a presentable layout.</p>	3		
	<p>A very vague approach with no clear layout.</p>	0		

Bidders are required to score a minimum score of 80 percent in order to be evaluated for Price and Specific Goals evaluation. Bidder to refer to SBD 6.2

Objective Criteria

- **Proof of KZN foot print and office addresses- Offices will be inspected**

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APPENDIX 2: PORTFOLIO OF EVIDENCE

CATEGORY A: SMALL PROVINCIAL INDOOR EVENTS (LESS THAN 1000 PEOPLE ATTENDING)

DATE	TYPE OF EVENT	VALUE	NO. OF DELEGATES	VENUE	NAME OF ORGANIZATION SERVICES BIENG RENDERED FOR	TELEPHONE	NAME OF THE CONTACT PERSON

CATEGORY B: LARGE PROVINCIAL INDOOR EVENTS (1500 OR MORE PEOPLE ATTENDING)

DATE	TYPE OF EVENT	VALUE	NUMBER OF DELEGATES	VENUE	NAME OF ORGANIZATION SERVICES BIENG RENDERED FOR	TELEPHONE	NAME OF THE CONTACT PERSON

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

DATE	TYPE OF EVENT	VALUE	NUMBER OF DELEGATES	VENUE	NAME OF ORGANIZATION SERVICES BIENG RENDERED FOR	TELEPHONE	NAME OF THE CONTACT PERSON

CATEGORY D: LARGE PROVINCIAL OUTDOOR EVENTS (1500 OR MORE ATTENDING)

DATE	TYPE OF EVENT	VALUE	NUMBER OF DELEGATES	VENUE	NAME OF ORGANIZATION SERVICES BIENG RENDERED FOR	TELEPHONE	NAME OF THE CONTACT PERSON

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	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

NOTE:

- 1 All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**
- 2 All rates quoted for the full period of the contract must be firm**

ANNEXURE B

GENERAL CONDITIONS OF CONTRACT³

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

³ A copy of the complete document set containing the General Conditions of Contract is available on www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/

(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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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

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