



Private Bag X3613, Pietermaritzburg, 3200
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg,
3200

CFO: SCM

**PROVINCE OF KWAZULU-NATAL DEPARTMENT PROVINCE OF KWAZULU-NATAL DEPARTMENT OF
TREASURY**

BID NUMBER: ZNT 1228/2021-F

**BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PANEL
FOR THE EVENTS MANAGEMENT SERVICE PROVIDERS FOR THE KWAZULU-NATAL PROVINCIAL
TREASURY FOR THE PERIOD OF 36 MONTHS.**

DEPARTMENT OF KZN TREASURY:

Private Bag X3613

Pietermaritzburg

3200

Contact: *Nosiphiwe Khuzwayo*

Telephone: 033 897 0458

Email: Nosiphiwe.khuzwayo@kzntreasury.gov.za

**PLEASE NOTE THAT THIS BID IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE
GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY NATIONAL TREASURY.**

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SECTION A
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 1228/2021	CLOSING DATE:	17 June 2021	CLOSING TIME:	11:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR					
The Head: KwaZulu-Natal Provincial Treasury 145 Chief Albert Luthuli Road Pietermaritzburg 3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Thandeka Makhathini/Nosiphiwe Khuzwayo		CONTACT PERSON	Mr Mnikeni Phakathi	
TELEPHONE NUMBER	033 897 4440/0458		TELEPHONE NUMBER	033 897 6891	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Thandeka.makhathini@kzntreasury.gov.za Nosiphiwe.khuzwayo@kzntreasury.gov.za		E-MAIL ADDRESS	Mnikeni.Phakathi@kzntreasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN

ORDER TO QUALIFY FOR P REFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	---	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

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

SECTION B

NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the BID documents and shall be lodged in a separate sealed envelope, with the name and address of the Bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. 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.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. 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.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bids documents must not be included in packages containing samples. Such BIDs may be rejected as being invalid.
12. Any alteration made by the Bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. The bidder must initial each and every page of the bid document.

SECTION C

LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Section A	Invitation to BID						
	National Treasury Central Suppliers Database Registration Number – completed.	Yes					
Section B	Notice to Bidders	Read Only					
Section C	List of all Returnable & Compulsory	Yes					
Section D	Registration on The National Treasury Central Suppliers Database	Yes	Yes	Yes			
Section E	Declaration of interest – Completed and signed.	Yes	Yes				
Section F	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017.			Yes If Applicable			
Section G	Special Conditions of Contract	Read Only					

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Section H	Briefing Session/Site Inspection Certificate - Confirmation of attending briefing session	Yes	Yes If Applicable				
Section I	Declaration Certificate for Local Production and Content.	Yes If Applicable	Yes If Applicable				
Section J	Authority to Sign a BID						
	Part A – Companies – Completed, Signed and Certified copy of resolution personally signed by the chairperson of board of directors attached	Yes If Applicable	Yes If Applicable				
	Part B – Sole Proprietor – Completed and signed	Yes If Applicable	Yes If Applicable				
	Part C – Partnership – Completed and signed by every partner	Yes If Applicable	Yes If Applicable				
	Part D – Close Corporation- Completed and signed, certified copy of founding statement and resolution by its members attached.	Yes If Applicable	Yes If Applicable				
	Part E- Co-operatives- Completed and signed, certified copy of the co-operative Constitution and resolution by its members attached.	Yes If Applicable	Yes If Applicable				

	Part F – Join Venture – Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached.	Yes Applicable	If	Yes Applicable	If			
	Part G – Consortium - Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached.	Yes If Applicable		Yes If Applicable				
Section K	Conditions of BID - Completed and signed.	Yes		Yes				
Section L	Declaration of Bidders Past Supply Chain Management Practices - Completed and signed.	Yes		Yes				
Section M	Schedule variations from Goods or Services information (to be used whenever it is applicable)	Yes If Applicable		Yes If Applicable				
Section N	Certificate of BID Determination	Yes		Yes				
Prospective Service Providers MUST provide the following as per the Mandatory Requirements:								
	Certified ID Documents for Directors/Shareholders/Partners or Members	Yes		No				
	A certified copy of the consortium/joint venture agreement must accompany the BID document before the closing date and time of BID.	Yes If Applicable		Yes If Applicable				

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	Directors of the quoting company/joint Venture/consortium must attach certified copies of their ID documents to the BID.	Yes If Applicable	No				
Documents Required for Evaluation of B-BBEE							
	BBBEE Verification Certificate from a recognized certification Institution. To be certified or original to be submitted; or sworn affidavit.	Yes	Yes	Yes, for the determination of whether bidder meets prequalification criteria or not; and for scoring purposes			
	Consortium or Joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture	Yes	Yes	Yes, for the determination of whether bidder meets prequalification criteria or not; and for scoring purposes			

SECTION D

REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury SCM Instruction No 4 A of 2016/2017, all suppliers of goods and services are required to register on the National Treasury Central Suppliers Database, before the submission of their bid.
2. If you wish to apply for online registration, use the following website, <https://secure.csd.gov.za/>.
3. The supplier/service provider must register on the National Treasury Central Supplier's Database.
FAILURE TO BE REGISTERED BEFORE THE CLOSE OF BID THE SUPPLIERS/SERVICE PROVIDER WILL BE DISQUALIFIED.

SECTION E

DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - 1.1 the bidder is employed by the state; and/or
 - 1.2 the legal person on whose behalf the bid document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of Bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

2.7 Are you or any person connected with the Bidder presently employed by the state?

YES/NO

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person Bidder is connected to the employed:.....

Position occupied in the state institution:.....

Any other particulars:

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,

YES / NO

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES / NO**

of the company have any interest in any other related companies
 whether or not they are quoting for this contract?

2.11.1 If so, furnish particulars:

.....

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

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

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I
 ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
 DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION F

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a Bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5 BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

		NO	
YES			

7.1.1 If yes, indicate:

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

(Tick applicable box)

		NO	
YES			

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

SECTION G
SPECIAL CONDITIONS OF CONTRACT

SECTION 1 – DEFINITIONS

1. DEFINITIONS

1.1 “Department” means the Department of Treasury.

1.2 “Service Provider” means the person or persons, partnership, firm or company or close corporation, etc.

whose BID for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.

1.3 “Team” means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.

SECTION 2 - INSTRUCTION TO BIDDERS

2. INSTRUCTION TO BIDDERS

2.1.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.

2.1.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.

2.1.3 The B-BBEE verification certificates must also be submitted together with the proposal.

2.1.4 The service provider must fully complete all the relevant sections in the bid document failure to complete the relevant sections will result in bid disqualification.

2.1.5 Service providers to ensure that all Tax matters to be in order.

2.1.6 Service providers are required to declare in writing, as part of their proposals submissions, that they have no conflict of interest in acting for the KZN PROVINCIAL TREASURY in this assignment.

- 2.1.7 KZN PROVINCIAL TREASURY will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.
- 2.1.8 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZN PROVINCIAL TREASURY to replace them. Such permission will only be granted in exceptional circumstances.
- 2.1.9 The cost of preparing proposals and of negotiating the contract is not reimbursable.
- 2.1.10 KZN PROVINCIAL TREASURY is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider's team if deemed necessary.
- 2.1.11 KZN PROVINCIAL TREASURY reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.
- 2.1.12 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.
- 2.1.13 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to KZN PROVINCIAL TREASURY, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.1.14 For this purpose only, all works created in terms of this project / assignments thereof shall be deemed to have been created under control and direction of KZN PROVINCIAL TREASURY and be the property of KZN PROVINCIAL TREASURY.
- 2.1.15 All information documents, records and books provided by KZN PROVINCIAL TREASURY to any service provider in connection with the proposal or otherwise are strictly private and confidential.
- 2.1.16 Any proposer to any third party shall not disclose them, except with the express consent of KZN PROVINCIAL TREASURY, which shall be granted in writing prior to such disclosure. KZN PROVINCIAL TREASURY however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.1.17 KZN PROVINCIAL TREASURY requires no bid surety, but services providers should note that KZN PROVINCIAL TREASURY reserves the right to review this position at contractual stages.
- 2.1.18 KZN PROVINCIAL TREASURY reserves the right to downscale the required services should the need arise; however this will be done on a consensus basis.
- 2.1.19 The proposal must remain valid for the period of the assignment. Prices indicated in the proposal must remain firm for the duration of the assignment after the award has been made.

2.1.20 KZN PROVINCIAL TREASURY reserves the right to visit the premises of the short listed service providers prior to the assignment being awarded and after the contract has been signed.

2.1.21 For BIDs above R30 million, the successful tenderer must subcontract a minimum of 30% of the value of the contract to:

No.	CRITERIA	YES Applicable
1	an EME or QSE	Not Applicable
2	an EME or QSE which is at least 51% owned by black people	Not Applicable
3	an EME or QSE which is at least 51% owned by black people who are youth	Not Applicable
4	an EME or QSE which is at least 51% owned by black people who are women	Not Applicable
5	an EME or QSE which is at least 51% owned by black with disabilities	Not Applicable
6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	Not Applicable
7	a Cooperative which is at least 51% owned by black people	Not Applicable
8	an EME or QSE which is at least 51% owned by black people who are military veterans	Not Applicable

LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

SECTION 3 – SUPPLY CHAIN MANAGEMENT PROCEDURES

3. SUPPLY CHAIN MANAGEMENT PROCEDURES

3.1 PROCEDURES FOR SUBMISSION

- 3.1.1 It is the responsibility of the service providers to ensure that their proposals are in the bid Box by deadline date and time.
- 3.1.2 Bids are late if they are received at the address indicated in the BID documents after the closing date and time.
- 3.1.3 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late bids are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the bid reference number as well as the name of the project or bid is clearly written in bold on the envelope.

3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

- 3.2.1 The Department will verify the following information of the National Treasury Central Suppliers Database.
 - a) Business registration, including details of directorship and membership;
 - b) Bank account holder information;
 - c) In the service of the state status;
 - d) Tax compliance status;
 - e) Identity number;
 - f) Tender defaulting and restriction status; and
 - g) Any additional and supplementary verification information communicated by the National Treasury.
- 3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

3.3 GENERAL EVALUATION CRITERIA

- 3.3.1 The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.
 - a) The 80/20 preference point system is applicable to bids* with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included)
 - b) The 90/10 preference point system is applicable to bids with a Rand value above R50 million (all applicable taxes included).
 - c) Whether all the required information called for in the bid document has been submitted by the bidder.
 - d) Bids that fail to achieve the minimum qualifying score (60%) for functionality must be disqualified.

- e) Will the Bidder be in a position to successfully execute the contract?
- f) In terms of the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework ACT, No 5 of 2000, Cancellation and Re – Invitation of bids can only happen if the following is not met.
 - Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or
 - Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or
 - No acceptable bids are received. [If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids]; or
- h) Due to material irregularity in the tender process.

3.4 JOINT VENTURES

- 3.4.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 3.4.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the bid document before the closing date and time of bid? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.4.3 A trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company.
- 3.4.4 Failure to submit the joint venture Agreement will result in a company being disqualified.

3.5 EQUAL BIDS

In the event that two or more bids have equal total points, the successful BID will be the one scoring the highest number of B-BBEE points. Should functionality be a part of the evaluation process and two or more Bidders score equal total points and equal B-BBEE points; the contract must be awarded to the tenderer that scored the highest points for functionality. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.6 VALIDITY PERIOD AND EXTENSION THEREOF

3.6.1 The validity (binding) period for the bid must be one **hundred and twenty (180) days** from close of bid. However, circumstances may arise whereby this KZN Department of Treasury may request the Bidders to extend the validity (binding) period.

3.6.2 Should this occur, the KZN Department of Treasury will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.

3.6.3 This request will be done before the expiry of the original validity (binding) period.

3.7 **APPEALS PROCESS**

All service providers are advised to refer to KZN SCM policy framework for the appeal process and procedures. The SCM policy framework is available on KZN Treasury website. www.kzntreasury.gov.za

3.8 **DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

3.8.1 The Bidder must furnish the following details of all current contracts:

- Date of commencement of contract/s;
- Expiry date/s;
- Value per contract; and
- Contract details. That is, with whom held, phone number and address/s of the company.

SECTION 4 - SPECIAL CONDITIONS OF CONTRACT

4. **SPECIAL CONDITIONS OF CONTRACT**

4.1 **LIABILITY**

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) Liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

4.2 **INDEMNITY CLAUSE**

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

4.3 **PENALTIES**

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

4.4 CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

4.5 EXECUTION OF WORK

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

4.6 INSPECTION OF SITE

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his bid, as to the nature of the work amount of personnel required and material necessary to render the service as required in the bid document.

4.7 CARE OF THE WORKS

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

4.8 REMUNERATION

4.8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.

4.8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.

4.8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.

4.8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.

4.8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.

- 4.8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 4.8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 4.8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

4.9 TERMINATION OF SERVICES

- 4.9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 4.9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 4.9.3 KZN PROVINCIAL TREASURY reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 4.9.4 KZN PROVINCIAL TREASURY also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZN PROVINCIAL TREASURY, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

4.10 UNSATISFACTORY PERFORMANCE

- 4.10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 4.10.2 Before any action is taken, the KZN PROVINCIAL TREASURY shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN PROVINCIAL TREASURY will:
 - a) take action in terms of its delegated powers;
 - b) make a recommendation for cancellation of the contract concerned.

4.11 VAT

- i. BID prices must be inclusive of VAT.

- ii. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - a. The name, address and registration number of the supplier;
 - b. the name and address of the recipient;
 - c. an individual serialised 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 –
- iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
- iv. 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.

4.12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE

4.12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.

4.12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

4.13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS

4.13.1 AOs / AAs may act against Suppliers, Shareholders and Directors, upon detecting that false information regarding any matter which will affect or has affected the evaluation of a tender, in accordance with the Department's SCM Policy and Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

SECTION H

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE (SBD 10)

Kindly note that the briefing sessions is not be compulsory for this bid due to COVID -19 pandemic, however bidders will be given an opportunity to seek clarity during the briefing session that will be held virtual on the 04th of June 2021.

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: Department of Treasury

Bid No: ZNT 1228/2021-F

Service: APPOINTMENT OF A SERVICE PROVIDER RENDER SECURITY SERVICES TO KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....

ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

(PRINT NAME)

DEPARTMENTAL STAMP:

(OPTIONAL)

DATE:

SECTION I

NOT APPLICABLE

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific quoting condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage BID process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows: $LC = [1 - x / y] * 100$

Where:

X is the imported content in
Rand Y is the BID price in Rand
excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development](http://www.thedti.gov.za/industrial%20development) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____%
_____	_____%
_____	_____%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a BID, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial/development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, Bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Bidders for verification purposes for a period of at least 5 years. The successful Bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (Full names), do hereby declare, in my capacity as of(name of Bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified BID comply with the minimum local content requirements as specified in the BID, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

BID price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the BID is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

3

- d) I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- e) I understand that the awarding of the BID is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

not

SECTION J

AUTHORITY TO SIGN A BID (SBD 11)

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,
Mr/Mrs/Miss..... (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: WITNESS: 1.....

2 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
(PRINT NAME)

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 authorized

.....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

.....
SIGNATURE **SIGNATURE** **SIGNATURE**
(PRINT NAME) (PRINT NAME) (PRINT NAME)

.....
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/Mrs/Miss....., 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: WITNESSES:

1

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: WITNESSES:

1

2

F. 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.

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.**

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners

on.....20.....Mr/Mrs/Miss.....,Mr/Mrs/Miss.....
.....Mr/Mrs/Miss.....and Mr/Mrs/Miss..... (Whose
signatures appear below) have been duly authorised to sign all documents in connection with this bid on
behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

..... **IN HIS CAPACITY AS:**

/HER.....

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

G. 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.

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate BID.**

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Miss.....(whose signature appears below) have been duly authorised to sign all documents in connection with this BID on behalf of:(Name of

Consortium).....

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

SIGNATURE:.....

(PRINT NAME)

DATE:.....

SECTION K

CONDITIONS OF BIDS

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 Provincial Administration (hereinafter called the "Province") 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 Province during the validity period indicated and calculated from the closing time of the bid;

(b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal 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 fulfill the contract when called upon to do so, the Province 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 Province any additional expenses incurred by the Province 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 Province 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 Province 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)

.....
.....

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.

3. 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.

4. 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 judgment which may be pronounced against me as a result of such action.
5. 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:

6.1 The Bidder will furnish documentary proof regarding any bid issue to the satisfaction of the Province, if requested to do so.

6.2 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 Province as a result of the award of the contract, and/or
- b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

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

.....
SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE	NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION L

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 12)

(To be completed by Bidder.)

1. This Standard Bid 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-
 - a) abused the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) Failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p>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 page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/> <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

.....

Name of Bidder

SECTION N

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

1. This Standard BID Document 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 quoting (or bid rigging).² Collusive quoting is a *per 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 quoting 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 bids, advertised competitive bids, limited bids and proposals.

² **BID rigging (or collusive quoting) 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 quoting process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 quoting.

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.

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.

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
Name of Bidder	Position

ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2

With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of Contract Documents and information; inspection.

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

6. Patent rights

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

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. **Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the Bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may,

without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. **Packing**

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

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

10. **Delivery and documents**

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

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

11. **Insurance**

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

12. **Transportation**

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

13. **Incidental Services**

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

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

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

14. **Spare parts**

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

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for

performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

(b) the purchaser shall pay the supplier any monies

28. Limitation of liability

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

29. Governing Language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. **30. Applicable Law**

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

33. **National Industrial Participation (NIP) Programme**

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

34 **Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

ANNEXURE B:

ESTABLISHMENT OF A PANEL FOR THE EVENTS MANAGEMENT SERVICE PROVIDERS FOR THE KWAZULU-NATAL PROVINCIAL TREASURY

CONTRACT NUMBER: BID NO 1228/2021-F

1. BACKGROUND

- 1.1 The KwaZulu-Natal Provincial Treasury (KZNPT) wishes to establish a panel of professional service providers to manage and coordinate various events that are hosted by the KZNPT for a minimum of 50 up to 2000 people attending, including the supply and delivery of related items for the event.
- 1.2 Events will be held at different locations and venues with varying degrees of facilities. Events will take place at formal and informal facilities.
- 1.3 Services to be provided will include, but not limited to:
 - 1.3.1 The venue set-up, which include marquees, tables, chairs, covers;
 - 1.3.2 Event management logistics which include transportation, taxis and or buses, refreshments, structural compliance certification, site organisation, security of assets/infrastructure, marshals/ushers, water and sanitation provision, water disposal, back-up power (e.g. generator), entertainment, programme director provision; and
 - 1.3.3 Administration of the event.
- 1.4 This bid is invited in terms of the following Supply Chain Management prescripts:
 - 1.4.1 The Constitution of the Republic of South Africa of 1996 section 217;
 - 1.4.2 The Public Finance Management Act of 1999 and Treasury Regulations section 16A;
 - 1.4.3 The Preferential Procurement Policy Framework Act of 2000 (PPPFA) and PPPFA Regulations of 2017;
 - 1.4.4 Practice Notes issued by National or Provincial Treasury;
 - 1.4.5 Instruction Notes issued by National Treasury;
 - 1.4.6 National and Provincial Treasury Circular on cost-cutting measures; and
 - 1.4.7 Broad-Based Black Economic Empowerment Amended Act of 2013.

2. INFORMATION ABOUT THE PROJECT

2.1 CONTRACT PERIOD

The contract shall be in place for a period of three (3) years, however, the KZNPT reserves the right to review the contract after 18 months to add new service providers onto the existing contract. Should the KZNPT decide to review the contract, all new service providers who are added onto the contract shall abide by the initial contract period.

2.2 LIST OF REQUIREMENTS

Service providers will be required to provide, *inter alia*, the following services depending on the nature of the event convened by the KZNPT:

- 2.2.1 Marquee and ground sheets/carpets
- 2.2.2 Tables
- 2.2.3 Chairs
- 2.2.4 PA systems
- 2.2.5 LCD screens
- 2.2.6 Sound system including commissioning
- 2.2.7 Photography, projection and video recording service
- 2.2.8 Labour saving devices (laptops, fax, printing, copy)
- 2.2.9 Portable air conditioners
- 2.2.10 Décor and stage set up
- 2.2.11 Portable Toilets
- 2.2.12 Water tankers
- 2.2.13 Catering: VIP
- 2.2.14 Catering: Community
- 2.2.15 Food transportation and storage including refrigeration
- 2.2.16 Ushers (including usher identification)
- 2.2.17 Security
- 2.2.18 Safety Officer
- 2.2.19 Marshals including marshal identification
- 2.2.20 Translation services (sign language)
- 2.2.21 Translation services (transcripts)
- 2.2.22 Translation services (simultaneous)
- 2.2.23 Facilitation of venues and accommodation
- 2.2.24 Transport (public transport)
- 2.2.25 Parking arrangements
- 2.2.26 Speed fencing including erection and dismantling
- 2.2.27 Preparation/cleaning of site
- 2.2.28 Live feed (Large screen projection)

- 2.2.29 Installation of lightning conductors for events as and when required
- 2.2.30 Medical services (ambulance, medics, nurses, doctors)
- 2.2.31 Performing Artists (refer to Department of Arts and Culture for a policy)
- 2.2.32 Back-up power (e.g. generator)

3. PANEL SELECTION CRITERIA

The KZNPT reserves the right to determine the number of service providers that will be placed in the panel.

4. APPOINTMENT OF SERVICE PROVIDER

- 4.1 Participants on the panel will be required to submit quotations for co-ordination and management logistics of event hosted by the KZNPT as and when required. Event specific scope of work will be issued for quotation purposes.
- 4.2 The KZNPT would like to ensure an equitable spread of work amongst all the participants on the panel thus the service provider on the panel that has been awarded an event will be eliminated from the next round of invitation of offers. The quotations will be awarded via the relevant procurement structures currently in place within the KZNPT.

5. MARKET ANALYSIS AND NEGOTIATION

The KZNPT reserves the right to ascertain the reasonableness of prices submitted by the bidder by comparing market related prices for various goods and services, which will be required in relation to the Terms of Reference. If the KZNPT is of the view that the prices submitted by service providers are unreasonable then without prejudice the KZNPT reserve the right to negotiate with the bidder the market related price. Should the bidder refuse to reduce the price, the KZNPT may eliminate the bidder and negotiate the market related price with the bidder next in line.

6. ECONOMIC EMPOWERMENT

- 6.1 Successful service providers/panel participants will be obliged to outsource certain event activities (services or supplies) with an1 exception of critical services such as the main marquee to small businesses in order to promote SMME's and BBBEE service providers, companies owned by disabled persons, military veterans, women, youth or co-operatives within a particular district where the event is hosted.
- 6.2 For outsourcing and sub-contracting, a specified minimum value of the contract to be outsourced must be included in the event specific scope of work. Sub-contracted SMME'S/BBBEE suppliers must be

based within the area of the District Municipality where the function takes place.

- 6.3 Service providers may be required to draw labour from local community members for events held in rural areas, 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 KZNPT and the service provider shall report on the achievement of such targets to the KZNPT.

7. SCOPE OF WORK

- 7.1 The service provider will be expected to understand and be prepared to comply with all protocols related to the KZNPT and the events may vary in complexity, depending on the scale and frequency.
- 7.2 The broad spatial implications of meeting the KZNPT requirements must be established as early as possible. A spatial plan should be prepared in consultation with the KZNPT, to ensure that the requirements are met and to ensure a positive impact in the area in which the event is planned.
- 7.3 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 KZNPT needs and also making provisions for prioritizing work and formulating contingency plans for unexpected situations. Schedules for detailed planning, community consultation, design, construction, site making, and test events must be prepared timeously, so that the KZNPT can be guaranteed of delivery on time.
- 7.4 The service provider must undertake the project management of the event together with the KZNPT to develop a project plan including time lines and event specific details, which will be approved by the KZNPT.
- 7.5 The service provider shall appoint one qualified staff member who has extensive project management experience to take full charge of all the logistical requirements of the event as well as to project manage the event from commencement to finish.
- 7.6 The designated staff member will be accountable for all logistical requirements pertaining to the event.
- 7.7 The designated staff member must be dedicated to the event and shall be available continuously until project close out.
- 7.8 The KZNPT shall approve all arrangements, including the conducting of a site inspection with the service provider prior to each event.
- 7.9 The KZNPT reserves the right to invite the service provider to give report – back and status in planning and arranging the specific event if required.
- 7.10 The service provider must provide a close out report with the accompanying hard drives together with their invoice for each event.
- 7.11 The service provider must be able to work under pressure and deliver at short notice.

8. PREPARATION FOR AN EVENT AS PER THE SPECIFICATION

8.1 Co-ordination of logistics:

The service provider shall be responsible for the set-up and the dismantling of all assets, etc. Responsibilities will also include ensuring that the venue is clean and litter free after the event. The site/venue must be inspected prior to the event on the day agreed upon between the service provider and the KZNPT.

8.2 Venue Safety and Security:

- 8.2.1 The service provider is to provide logistics as per the determination of the Security Manager of the KZNPT.
- 8.2.2 The KZNPT will ensure that the SAPS/VIP Protection Security Officials are also available to ensure minimum risk to all attending the event.
- 8.2.3 The service provider must arrange adequate security for assets at the venue from the day of set up until after the function and redeployment of the assets.
- 8.2.4 The service provider must show proven experience in sourcing and managing security service.
- 8.2.5 The service provider must assist the KZNPT in developing a comprehensive safety and security plan for the event.
- 8.2.6 The KZNPT should arrange safety and security in conjunction with the Local Municipality and fire services in the area that the event will be taking place. The Managing Agent/s must ensure that a disaster management plan is drawn up together with the KZNPT to deal with any major disaster occurring at the event.
- 8.2.7 The service provider to ensure the services of the safety officer are procured for each event hosted by the department.

8.3 Site

The Service provider must provide the KZNPT with a site plan as soon as possible prior to the function and must be available for the site to be inspected by the client Department Security Manager prior to the function on the day agreed between the KZNPT and service provider. A certificate of compliance must be provided by the service provider indicating that all structural installations are compliant with minimum industry requirements. Such certificate must be furnished to the KZNPT Security Manager or Liaison Officer as soon as possible prior to the event.

8.4 Due care and diligence

The service provider must exercise care and diligence in the performance of its duties as contemplated in this contract, and will be liable to the KZNPT in the event of failure to exercise such due care and diligence, as this could result in the termination of the contract.

8.5 Marquees/Scaffolding

8.5.1 The service provider must ensure that when erecting marquees/scaffolding, the necessary certificate/s is/are obtained from the supplier and have to be in compliance with the Disaster Management Act. A detailed specification including dimensions of the seated tent will be provided by the KZNPT.

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

8.5.3 The marquee will be utilized by the dignitaries as the holding area. Also the marquee that will serve as an information center for the KZNPT related issues must be provided if needed. All these marquees must, where possible, be located at least 20 meters from the Main Marquee.

8.5.4 In the event of an outside venue the service provider(s) will be expected to provide requirements such as umbrellas/gazebos during extreme weather conditions for VVIP/VIPs.

8.6 Marquees Tables and Chairs

8.6.1 **Main Marquee:** The service provider will be expected to provide white plastic chairs without covers.

8.6.2 **VIP Marquee:** The service provider must provide tables and chairs with back covers and also executive chairs for VIP's at main table including eating utensils (knives, forks, spoons, plates, glasses etc.). At the main table floral decorations must be arranged. All tables must have table cloths and over-lays. The service provider must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.

8.6.3 **Holding Marquee:** The service provider may be expected to provide holding room/marquee to accommodate 20 VIP's. Must also provide tables and chairs with back covers and tables must have table cloths and overlays. The service provider must also provide person(s) to serve the dignitaries. This marquee will be utilized by the VIP dignitaries as the holding area.

8.6.4 Main marquee: Seating

8.6.4.1 The service provider must develop a seating concept and plan for the main marquee distinguishing between VVIP/VIP and other guests, taking into consideration a main table required for VVIP guests and separated seating for VIP guests.

8.6.4.2 The service provider(s) may be expected to provide white plastic chairs without covers for the all guests except for the VVIP/VIP guests. Covered chairs must be provided for the VVIP/VIP guests.

8.6.4.3 Where necessary, marshals and ushers must be provided. A separate entrance to the main marquee for VVIP/VIP guests must be provided. Reasonable air-circulation must be provided for. Discomfort levels should be kept to the minimum.

8.7 Stage

- 8.7.1 The service provider must consult with the KZNPT liaison officer regarding stage plus podium for dignitaries. The tables on the main stage must be covered with linen table cloth and overlays on them. Decorations for the stage may be required depending on the department; that is, flowers/plants etc. Bottled water and juices of different flavors for dignitaries placed on the main stage table and on a table in close proximity thereto may be required. This may include sufficient number of glass jugs/carafes and drinking glasses.
- 8.7.2 Also provision must be made for cooler boxes with ice storage of refreshments behind the stage through-out the proceedings. The service provider to ensure provision of mobile stage for the Department where areas do not have necessary infrastructure.

8.8 Refreshments

The service provider must ensure that they deliver a MENU as per the circulated specification for the VVIP/VIP guests on arrival at the event.

8.8.1 Lunch Provision to VVIP/VIP guests:

- 8.8.1.2 The service provider shall ensure that sufficient personnel are available to service all tables; that is
- 8.8.1.3 A minimum of one (1) person per table of ten (10) will be required. The service provider must ensure that consultation is made with the KZNPT for VVIP/VIP's to be identified by means of coloured stickers, arm bands, etc.

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

8.8.2 Sit down lunch

Depending on the requirements of the KZNPT, a variety of Traditional, Western and Halaal foods and deserts will have to be provided by the Agent/s. The service provider will be provided with a specific menu for each event at initial contact prior the function (African/Western/Halaal/Vegetarian meals).

8.8.3 Lunch provision to the community

Must be discussed with the KZNPT liaison officer of, but standard provision normally is as follows:

- 2 Rolls
- 2 Chicken pieces (Drumsticks)
- 250ml 100% juice
- 1 fruit of the season

The food is to be served in an environment friendly disposable container, and the caterer/s should be briefed regarding the expected time of arrival. The service provider to ensure that the correct quantity and quality of food packs is delivered and it is according to the specification. The list of service providers/caterers will be provided by the KZNPT to the service provider.

8.8.4 Transportation and storage of food items:

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

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

8.8.4.3 Where required the service provider shall ensure that there are suitable refrigeration facilities available for keeping items cool

8.9 Weather condition

The service provider may be expected to provide air conditioner/s including heaters to the VVIP/VIP marquee when the weather is at an extreme. The service provider will be again expected to provide umbrellas during the extreme weather conditions for VVIP/VIPs upon arrival to the exact venue.

8.10 Waste disposal

When required flushable portable toilets for the community and VIPs must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for male, female and for handicapped guests. Single/Double ply toilet paper of good quality must be provided by the service provider and ensure replenishment when required. Toilets to be kept hygienically clean at all times.

8.11 Water tankers

The service provider must ensure that adequate arrangements are made in respect of water required for cooking purposes. The KZNPT will ensure that a water tanker is available for drinking purposes for the general public attending the function.

8.12 Transport and related matters

8.12.1 The service provider will be required to organize and hire any suitable means of public transport to ferry community and/or VVIP/VIPs (as and when necessary) to and from the venue. As a requirement, an inspection certificate from the transporter confirming safety standards must be provided to the KZNPT liaison officer.

8.12.2 The local based contractors/transporters must by all means be utilized. The number of people to be ferried and the radius of kilometers to be traveled must be discussed with the KZNPT. It must be noted that no transportation will leave until such time that the KZNPT liaison officials have signaled for them to leave. The service provider and the Security Manager for the KZNPT must designate a parking area for all buses. The service provider must liaise with the KZNPT on the nominated and agreed transport route to be utilized and this route must be made available to all relevant stakeholders.

8.13 Entertainment

Where required the service provider shall secure an appropriate professional and non-professional artist(s) to provide entertainment to the audience as per the KwaZulu-Natal Department of Arts and Culture (KZN DAC) database and only the DAC fixed rate can be charged as stipulated in the DAC Policy. Selected artists performing must be negotiated between the service provider and the KZNPT. An appropriate stage and sound system must be provided in terms of technical requirements of artist(s).

8.14 Communication and Media

Where required a table and chairs must be provided for the members of the media.

8.15 Public Address System

The service provider will be required to provide with a public address system with adequate wattage with microphones. (Company is to provide a technician to set up and operate the system). The service provider must ensure that the system is tested prior to the event and a power generator or back up is provided.

8.16 Photography, projection and video recording services

The service provider will be required to provide a trained photographer with a camera on-site and videographer with the necessary equipment with editing for live streaming.

8.17 LCD Screens

The service provider will be required to provide LCD screens for live streaming during the proceedings of the function.

8.18 Speed fencing

The service provider will be required to provide speed fencing for security purposes during the department event or function.

8.19 Marshals including marshal/usher identification

The service provider will be required to provide Marshal Identification T-shirts or Bibs for the Marshalls that will be assisting during the event. Also be expected to pay a stipend to the Marshalls at the end of the event.

8.19 Name tags and lanyards

The service provider will be required to provide with name tags or lanyards for accreditation purposes for media, VVIP/VIPs, staff and officials etc.

8.20 Promotional Material

The service provider in consultation with the KZNPT must arrange where necessary promotional items such as branded T-shirts, caps, Golf shirts, drinking bottles etc.

8.21 Translation services (simultaneous)

The service provider may be required to provide services of the translator depending on the nature and purpose of the event.

8.22 Preparation and printing of invites, programmes etc.

The service provider in consultation with the KZNPT may be required to prepare and print invitations and programs etc.

8.23 Arrangements for accommodation

The service provider in consultation with the Department may be required to make accommodation arrangements for the delegates at times and if need be secretarial/administrative support including registration, minute taking, report writing and recording of resolutions and preparation of pre-conference documentation.

8.24 Parking arrangements

The service provider may be required to make parking arrangements for delegates and VIP's where there is infrastructure for the event to be held in (e.g. Conference Centre, hotel, etc.)

8.25 VVIP/VIP Guests

Where required the service provider must ensure that honorary guests are given special attention. It is important that the person assigned to take care of these people is aware of who the dignitaries are in order to prevent embarrassment. The designated incumbent should also be sufficiently skilled in terms of protocol such as the manner in which the invitations are addressed, seating arrangements, etc.

8.26 KZNPT Liaison Officer

The service provider shall ensure that they provide or KZNPT nominates person(s) who is/are fully conversant with all the facets of such events. The service provider shall ensure that there is one designated person to manage the event, who will be available on a 24-hour basis. The details of such person shall be communicated to the liaison office prior to the event. The manager must also be clearly identifiable at the event.

8.27 Obligations of the Service Provider

The Service Provider must abide by all State policies, standards and procedures applicable to events management, including but not limited to:

- Hygiene Regulations R918 as published in the Government Gazette;
- Food Based Dietary Guidelines;
- Compliance with the Occupational Health and Safety Act; and
- Relevant municipal by-laws and prescripts.

8.28 Liability

8.28.1 The service provider(s) must ensure that the designated person(s) is/are fully equipped to deal with any emergency, medical or security problems that may occur during the event.

The service provider absolves the KZNPT of all liability with regard to the tasks to be performed by the events manager and his/her contracted suppliers, including the performance of their human resource component.

8.28.2 The KZNPT shall not be held liable for any other consideration except the contract price agreed to between the Department and the service provider (events manager).

8.29 Access to Information

8.29.1 The service provider must make available to the KZNPT all invoices and supporting documentation from sub – contractors.

8.29.2 The service provider must allow access to all records and information pertaining to the event for auditing by the KZNPT.

8.30 Payment and Invoicing

8.30.1 The service provider will only be reimbursed by the KZNPT upon receipt and verification of goods/services received in line with the specifications, close out report and a correct invoice. The invoice shall be an original and must be itemised. Payment will be made to the appointed service provider only.

8.30.2 The KZNPT requires all invoices to be submitted within 14days after the event. The Event Manager must ensure that all invoices are checked and reconciled prior to submission to the KZNPT for processing and payment. The KZNPT is responsible for payment within 30 days if an acceptable invoice is received, provided everything is in order. The appointed service provider must pay the sub-contractor with-in 7days after receipt of payment from the KZNPT.

9. CHECKLIST FOR THE EVENT

A properly drawn up operational plan should be developed by the appointed service provider in conjunction with the KZNPT to include the following but not limited to:

9.1 Accessibility and flow

9.1.1 Number and arrangement of entrances, exits and access control;

9.1.2 Directional signage;

9.1.3 Parking;

9.1.4 Special needs (wheelchair access);

9.1.5 Crowd-control devices (barricades, signs);

9.1.6 Fire regulation, capacity (persons, vehicles, etc.)

9.1.7 On-site vehicles for staff and identification thereof.

9.2 Accreditation

9.2.1 For media, VVIP/VIPs, staff and officials (police, fire etc.)

9.2.2 Types: badges; tickets; uniforms; wrist bands

10. ACTIVITY REQUIREMENTS, SETTING TYPES

10.1.1 Stages and assembly, dressing rooms, special technicians, seating arrangements, viewing quality, etc.

10.1.2 Procession parade marshals; and crowd control

10.1.2 Decorations and designs;

10.1.3 Permission and special provision for fireworks, loud music and balloon releases.

11 CANCELLATION OR VENUE CHANGE PROCEDURES

11.1.1. Weather forecasting and monitoring

11.1.2 Methods of instant communicating any changes (e.g. loudspeaker system; signs);

11.1.3 Policy and procedures for reissuing tickets, rain checks, etc.

12 HOSPITALITY

12.1.1 VVIP/VIP, sponsors, officials and performers' facilities;

12.1.2 Separation of different activities;

12.1.3 Special viewing requirements;

12.1.4 Special transport to, from and on site;

12.1.5 Protocol for VVIP/VIPs;

12.1.6 Food, beverage, and gifts.

13 INFRASTRUCTURE

13.1 Power needs (generators and dedicated lines, amperage for special equipment, protection from the elements, heating or air conditioning, lighting and sound system back-up and contingency plans)

13.2 Water for drinking, food and beverage preparations

13.3 Sewerage, and ablution requirements

14 SAFETY, SECURITY, COMFORT AND HEALTH

14.1 First aid, lost children, and lost and found facilities.

14.2 Emergency response, accessibility and evacuation procedures.

14.3 Shelters from the elements

14.4 Police or security presence

14.5 Waste disposal and recycling

14.6 Safe storage facilities

15. BIDDER EXPERIENCE

The bidder must demonstrate proven competency in rendering events management service. Bidder must have extensive knowledge and experience in the industry.

The bidder must submit the following information with the bid document:

15.1 A company profile that include history of the business enterprise, organogram, operations offered by the company, logistics, and other important related information that demonstrates the execution capacity of the company;

15.2 The organogram must illustrating how the business enterprise is structured to provide events management services;

15.3 The bidder must have a minimum of 5 projects in events management and project management with 3 projects being in the public sector held within the previous 5 years.

15.4 A minimum of 5 traceable and contactable references must be provided from clients detailing the actual work completed relating to the service applied for. The letter must be address to the company name, contactable references and contact numbers, duration of the contract and value of the contract.

16. TEAM COMPOSITION

The bidder must demonstrate that it has a dedicated local team with extensive project management experience in events management and has the ability to take full charge of all the logistical requirements of the event as well as to project manage the event from commencement to finish.

The bidder must submit with the bid document comprehensive curriculum vitae and qualifications copies that are certified not older than three (3) months for the under listed resources:

- Project leader
- Administrator

NOTE: Submitted CVs must clearly indicate whether it is for project leader or administration

Expertise and experience of support personnel to be assigned to the contract.

Job Title	Knowledge and Experience
Project Leader	<ul style="list-style-type: none"> • A minimum of 5 projects in events management and project management with a minimum of 50 people attending with 3 projects being in the public sector. Projects must be held within the previous 5 years • The Project Leader must have coordinated events for government Institutions during the past twenty-four (24) months. • Must be available 24 hours per day, from date of appointment and shall be at the full disposal of the KZNPT for the duration of the events. • Knowledge of Local Protocol and Procedures • Excellent report writing and presentation skills • Project management skills • Leadership skills • Contactable references
Administrator	<ul style="list-style-type: none"> • Minimum experience of 3 projects in events management environment with a minimum of 50 people attending as an administrator/assistant • Excellent report writing skills • Their responsibilities will be to render actual operational support in the activities of the project. • They must be available for the contract period in accordance with the project plan. • Contactable references not included in the functionality criteria

17. BRIEFING SESSION

The briefing session, as indicated in paragraph below is for all prospective bidders. Failure to attend the briefing session will not invalidate the bid submitted. The briefing session is not compulsory

A briefing and clarification session will be held at Treasury House, 145 Chief Albert Luthuli Road, Pietermaritzburg, 3201 to clarify to bidder(s) the scope and extent of work to be executed.

Bidders may use a virtual link that will be published with the invitation of the bid access the briefing session discussions.

The KZNPT reserves the right to answer questions at the briefing session or to respond formally after the briefing session. Bidders are encouraged to prepare questions for the briefing session.

18. REPORTING REQUIREMENTS

The service provider will report directly to the delegated representative of the KZNPT as and when required in line with the approved project plan.

19. REGISTERED ADDRESS

The KZNPT provides the following:

- 19.1 Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice:

The Head: KwaZulu-Natal Provincial Treasury

145 Chief Albert Luthuli Road

PIETERMARITZBURG

3201

- 19.2 Postal Address for correspondence

The Head: Provincial Treasury

PO Box 3613

PIETERMARITZBURG

3200

19.3. The Contractor shall provide the following:

Street address as his *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notices:

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

19.4 Postal address for correspondence

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

20. SECTION C: EVALUATION CRITERIA

20.1 The Evaluation Process will be conducted in the following 3 phases:

Phase 1	Phase 2	Phase 3
Pre-Qualification Criteria	Administrative Compliance	Functionality Requirement
Assessment of Pre-Qualification Criteria	Compliance with Mandatory and other Bid Requirements	Bidders will be assessed to verify capacity to execute the contract.

Table 1: Phases for Evaluation

20.2 Phase 1 – Pre-Qualification Criteria

20.2.1 In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply pre-qualification criteria for this bid. Only entities who qualify in terms of the criteria below will be evaluated further in terms of mandatory and functional requirements as well as the 90/10 preference points systems.

20.2.2 Only bidders who meet the below criteria may respond to the bid for the provision of the event management services:

- Entities who are Level 1 B-BBEE status level or
- An EME or QSE or
- A tenderer sub-contracting a minimum of 30% to:
 - an EME or QSE which is at least 51% owned by black people;
 - an EME or QSE which is at least 51% owned by black people who are youth;
 - an EME or QSE which is at least 51% owned by black people who are women;
 - an EME or QSE which is at least 51% owned by black people with disabilities;
 - an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
- a cooperative which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are military veterans.

The bidder must substantiate that they meet the above criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level **Failure to submit the information listed below shall nullify the offer submitted:**

- Original or certified copy of a valid B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; or
- A duly completed sworn affidavit signed by the deponent and commissioned by the authorised commissioner of oaths. The sworn affidavit must indicate the year on which the annual total revenue is based on and the level of black ownership that is claimed.
- A trust or consortium or joint venture (including unincorporated consortia and joint ventures) must

submit a consolidated B-BBEE status level certificate.

Bidder who fails to comply with the pre-qualification criteria or fails to submit documentary proof required for the pre-qualification criteria shall be disqualified from further evaluation.

20.2.3 Phase 2 – Mandatory compliance

During this phase of evaluation, the offer submitted by the bidder shall be evaluated on compulsory administrative compliance on the requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the offer. The following mandatory documents must be submitted for administrative compliance assessment:

MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Declaration of Interest – SBD 4	Completed and signed
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Completed and signed
Certificate of Independent Bid Determination – SBD 9	Completed and signed
Authority to Sign a Bid: COMPANIES	Section J paragraph A must be completed and signed. 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
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)	Section J paragraph B must be completed and signed
Authority to Sign a Bid: PARTNERSHIP	Section J paragraph C must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner
Authority to Sign a Bid: CLOSE CORPORATION	Section J paragraph D must be completed and signed. A certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf
Authority to Sign a Bid : CO-OPERATIVE	Section J paragraph E must be completed and signed. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-

	operative to sign the bid documents on their behalf
Authority to Sign a Bid : JOINT VENTURE	Section J paragraph F must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing 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
Authority to Sign a Bid: CONSORTIUM	Section J paragraph G must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorizing 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
COMPANY PROFILE	<p>A company profile that includes history of the business enterprise, organogram, operations offered by the company, logistics, and other important related information that demonstrates the execution capacity of the company.</p> <p>The organogram must illustrate how the business enterprise is structured to provide events management services.</p>

20.2.4 Phase 3 – Functionality Requirements

The following is the weighting awarded for each element and the threshold scores for each

No	Evaluation Criteria	Guidelines	Evidence that must be submitted in full	Maximum Points
1	<p>Successful projects completed by the bidder</p>	<p>The bidder must have completed a minimum of 5 projects in the events management industry.</p> <p>The bidder must have knowledge in the local Protocols and Procedures</p> <p>The bidder must provide a company profile that detail the following: history of business enterprise, organogram operations relevant to events management, logistics.</p> <p>Bidder must provide a traceable reference letter for each event from clients detailing the actual work completed relating to events management services. The reference letters must include the company name, type of event, target audience and venue with contactable references and contact numbers, duration of the contract and value of the contract.</p>	<p>5 events with a minimum of 50 people attending = 15 points</p> <p>With a public sector event letter = 3 points each</p> <p>Non-public sector event letter = 2 points each</p> <p>7 events with a minimum of a minimum of 50 people attending = 20 points</p> <p>With a public sector event letter = 3 points each</p> <p>Non-public sector event letter = 2 points each</p> <p>>10 events with a minimum of 50 people attending = 30 points</p> <p>With a public sector event letter = 3 points each</p> <p>Non-public sector event letter = 2 points each</p>	<p>30</p>

2	<p>Key Experts Experience</p>	<p>Key expert required is the project leader and administrators.</p> <p>Project leader</p> <p>The bidder must include a CV of the project leader and must provide a traceable reference letter for each event from clients detailing the actual work completed relating to events management services. The reference letters must include the company name, type of event, target audience and venue with contactable references and contact numbers, duration of the contract and value of the contract.</p>	<p>5 events with a minimum of 50 people attending = 10 points</p> <p>With a public sector event = 2 points each</p> <p>Non-public sector event letter = 1 points each</p> <p>7 events with a minimum of 50 people attending = 15 points</p> <p>With a public sector event = 2 points each</p> <p>Non-public sector event = 1 points each</p> <p>>10 events with a minimum of 50 people attending = 20 points</p> <p>With a public sector event letter = 2 points each</p> <p>Non-public sector event letter = 1 points each</p>	20
	<p>Overall Score Total</p>			50 points

Overall bidders must score a minimum of 50% in the functionality assessment to be included as a successful bidder in the panel.

NOTE: The KZNPT reserves the right to invite bidders who passed pre-qualification criteria and who are administratively responsive to make presentations if required.

ANNEXURE C: TO BE SUBMITTED FOR A PROJECT LEADER AND ADMINISTRATOR

CURRICULUM VITAE CURRICULUM VITAE (max 3 pages)

Proposed role in the project:

1. Family name:
2. First name:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution [Date from-Date to]	Degree(s) of Diploma(s) obtained

7. Language skills: indicate competence on a scale of 1 to 5 (1 excellent; 5 basic)

Language	Reading	Speaking	Writing
English			
Zulu			

8. Membership of professional bodies:
9. Other skills: (e.g. Computer literacy, etc.)
10. Present position:
11. Years within the firm:
12. Key qualifications: (Relevant to the project)
13. Professional Experience

Date from-date to	Location	Company	Position	Description of projects/responsibilities etc.

14. Other relevant information (e.g. Publication)

