



agriculture & rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

BID No: ZNB 4315/19A

DESCRIPTION OF SERVICE:

ESTABLISHMENT OF A PANEL FOR EVENTS MANAGEMENT SERVICES

NAME OF BIDDER: _____

Compulsory briefing session

Venue	Department of Agriculture and Rural Development Centenary Hall, Cedara
Date	06-02-2020
Time	11:00

PREQUALIFICATION CRITERIA

Only tenderers who meet the following prequalification criteria may respond: -

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) EME (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)

Return of Bid:

Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200. Tel: **(033) 355 9109** before **11:00** am on the closing date: **24 February 2020**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara
3200

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Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing

SECTION A

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 4315/19A	CLOSING DATE:	24/02/2020	CLOSING TIME:	11:00 AM
DESCRIPTION	Establishment of a Panel of Events Management Service Providers				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Makaula		CONTACT PERSON	Mrs Q Ntuli	
TELEPHONE NUMBER	033 - 355 9109		TELEPHONE NUMBER	076 926 5957	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nozizwe.makaula@kzndard.gov.za		E-MAIL ADDRESS	n/a	
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:		OR	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 PREFERENCE 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 PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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 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:.....

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING 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 vice 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. Bidding 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 initialed.
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.

PRICING SCHEDULE

NAME OF BIDDER: _____	BID NO.: ZNB 4315/19A
CLOSING DATE: 24-02-2020	CLOSING TIME: 11h00

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
ZNB 4315/19A	ESTABLISHMENT OF A PANEL OF EVENTS MANAGEMENT SERVICE PROVIDERS	

Official company
stamp

Signature

DECLARATION OF INTEREST

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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....
 - 2.2 Identity Number
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 2.4 Company Registration Number:
 - 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.

²"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:

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 attached proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not 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 Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**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:

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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 bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - 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.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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? (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	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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 bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

COMPULSORY OFFICIAL BRIEFING SESSION CERTIFICATE

N. B.: THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID.

Bid No: ZNB 4315/19A

Service: ESTABLISHMENT OF A PANEL OF EVENTS MANAGEMENT SERVICE PROVIDERS

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

ATTENDED THE COMPULSORY BRIEFING SESSION ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
NAME AND SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

.....
NAME AND SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DATE:

DEPARTMENTAL OFFICIAL STAMP:

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Director.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

D. CLOSE CORPORATION

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

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

at..... Mr/Ms....., whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation).....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

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.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

on.....20.....Mr/Mrs.....,

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

Mr/Mrs.....

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

IN HIS/HER CAPACITY AS:

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

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

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

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

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

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

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.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs.....

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

(Name of Consortium).....

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

SECTION B

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "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.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.

- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will

be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
 - 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
 - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
 - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

- 9.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may

take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

- 12.1 The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

- 13.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 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
 - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
 - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

- 15.1 The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
 - 17.2.2 Provincial official order number;
 - 17.2.3 Quantity ordered; and
 - 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 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.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.

- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

- 21.1 Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by

means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

- 23.1 Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

27.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

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

28.2 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 such notice.

29. INCIDENTAL SERVICES

29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

- (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 Contractor of any warranty obligations under this contract; and
- (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.

30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

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

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

32. PENALTIES

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable 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.

34. GOVERNING LANGUAGE

34.1 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.

35. TAXES AND DUTIES

35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.

35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.

35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

Establishment of Panel of Events Management Service Providers

SECTION C

TERMS OF REFERENCE

ESTABLISHMENT OF PANEL OF EVENTS MANAGEMENT SERVICE PROVIDERS

1. BACKGROUND

- 1.1 The Department wishes to establish a panel of suitably qualified and experienced service providers as events managers to manage and coordinate various events such as conferences, investitures of Traditional Leaders, sod turning ceremonies and project launches.
- 1.2 Events will be held at different locations and venues with varying degrees of facilities. Many of such events will take place at formal venues such as professional conferencing facilities as well as in rural areas with little or no facilities.
- 1.3 The Department hereby invites suitably qualified and experienced companies/ businesses/consortia or interested parties to submit Expressions of Interest to undertake the management of such events.

2. OBJECTIVES

- 2.1. The future services to be provided will include the set-up, management and administration of the event and the dismantling of all assets/ infrastructure in accordance with an event specification for that particular event as provided by the Department.
- 2.2. Services include (not exhaustive):
 - Venue set up (marquees, tables, chairs, covers),
 - Meals,
 - Audio visual systems,
 - Transport,
 - Refreshments,
 - Structural compliance certification,
 - Site organization,
 - Security of assets/infrastructure - marshals/ushers,
 - Water and sanitation provision,
 - Waste disposal,
 - Back-up power etc.

3. SCOPE OF SERVICES

3.1. Goods/service providers will be required to provide, inter alia, the following services depending on the nature of the event convened by the Department:

- 3.1.1. Marquee and ground sheets/carpets
- 3.1.2. Tables
- 3.1.3. Chairs
- 3.1.4. PA systems
- 3.1.5. LCD screens
- 3.1.6. Photography, projection and video recording service
- 3.1.7. Labour saving devices (laptops, fax, printing, copy)
- 3.1.8. Portable air conditioners
- 3.1.9. Décor and stage set up
- 3.1.10. Portable Toilets
- 3.1.11. Water tankers
- 3.1.12. Catering
- 3.1.13. Food transportation and storage including refrigeration
- 3.1.14. Beasts – supply of live beasts
- 3.1.15. Waitrons
- 3.1.16. Ushering
- 3.1.17. Professional programme directors and entertainers
- 3.1.18. Security
- 3.1.19. Marshals including marshal/usher identification
- 3.1.20. Name tags and lanyards
- 3.1.21. Safety Officer
- 3.1.22. Translation services (simultaneous)
- 3.1.23. Preparation and printing of invites, programmes etc
- 3.1.24. Arrangements for accommodation
- 3.1.25. Secretarial/administrative support including registration, minute taking, report writing and recording of resolutions and preparation of pre-conference documentation.
- 3.1.26. Registration of delegates
- 3.1.27. Management of steering committees
- 3.1.28. Transport (public transport vehicles - buses and taxis and VIP vehicles as may be required)
- 3.1.29. Parking arrangements
- 3.1.30. Plaque engraving services
- 3.1.31. Signage
- 3.1.32. Banners
- 3.1.33. Preparation of delegate packs
- 3.1.34. Speed fencing
- 3.1.35. Preparation/cleaning of site
- 3.1.36. External TV broadcasts, National and Provincial radio broadcasts and community radio broadcasts
- 3.1.37. Live feed (Large screen projection)
- 3.1.38. Media advertising
- 3.1.39. Design and manufacture of cultural shields
- 3.1.40. Installation of lightning conductors for events as and when required

Pertaining to the above Appendix 1 list a broad scope and definitions of work which may be required to be performed by the successful service provider when arranging events.

4. PROCUREMENT FROM THE PANEL

- 4.1 The approach that shall be adopted by the Department when procuring from the panels shall be as follows:
 - 4.1.1 Requirements shall be determined per event
 - 4.1.2 Specifications and request for quotation documents shall be prepared.
 - 4.1.3 Quotations shall then be invited, evaluated, and awarded accordingly.
 - 4.1.4 Purchase Orders shall thereafter be issued.
- 4.2 In sourcing and awarding quotations from the panel, the Department shall apply a preferential procurement mechanism that shall ensure the promotion of the previously disadvantaged people.
- 4.3 The preferential procurement mechanism referred to in 4.2 above shall be implemented in accordance with Section 11 (1) and (2) of PPPFA Regulations 2017 which allows the Department NOT to award to the bidder that scores the highest preference points. The Department shall therefore, for each quotation invited from the panel, identify and define an objective criteria to be applied in order to promote categories of service providers defined in Section 4.2 above.
- 4.4 The objective criteria shall allow the department to only consider and award quotations to service providers who comply with the objective criteria even though they may not have scored the highest points.

5. PROPOSAL REQUIREMENTS

- 5.1. The department requires proposals from service providers with competencies & expertise in Events Management. Service providers are requested to submit a detailed proposal as per Appendix 1 to the Expression of Interest (EOI) document reflecting in-depth knowledge and demonstrable experience in public events management it will be a requirement that service providers demonstrate experience in public relations.
- 5.2. Service providers must ensure availability/access to infrastructure and demonstrate experience in events organizing and management. Verifiable references will be required to be proven as per paragraph 5.3.5 hereunder.
- 5.3. The Expression of Interest must include the following:
 - 5.3.1. Contact details.
 - 5.3.2. Central Suppliers Database Number. (NOTE: It is a requirement that the service provider must be registered on the Central Suppliers Database (CSD) when this proposal closes).

- 5.3.3 Company profile including overview of the company's background, ownership, aims and objectives, current activities, resources, expertise and experience. Ownership details clearly stating the distribution of equity. (Including BEE).
- 5.3.4 Portfolio of evidence and details of events managed over the past two years. (Include dates, types of event, value, number of delegates, venue, contact details of organization for which the events were managed). Furthermore, it must include the following under-listed elements:
 - 5.3.4.1. An in-depth knowledge and demonstrable experience in participation programmes;
 - 5.3.4.2. Demonstrate experience in public relations;
 - 5.3.4.3. Availability of infrastructure;
 - 5.3.4.4. Demonstrate experience in events organising and management, and
 - 5.3.4.5 Proof of access of capital to finance large events and the availability of such funding.
- 5.3.5. References from organizations for which events have been managed, not to be older than two (2) years.
- 5.3.6. Details of sub-contractors to the company, members of the consortium or co-operatives* and SMMEs used for the provision of different services.
- 5.3.7. Area of operation in KwaZulu-Natal (State either: All of KwaZulu-Natal or specific Municipal areas).
- 5.3.8. Company resources and/or partnership arrangements.
- 5.3.9. A valid Tax Compliance Pin.
- 5.3.10. Original certified copy of B-BBEE certificate issued by a Verification Agency accredited by SANSAS or a sworn affidavit with original certification.
- 5.3.11. In the case of joint ventures/trust/consortiums will qualify for points for the B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. In addition a joint venture/trust/ consortium will qualify for points for the B-BBEE status level as an unincorporated entity, provided the entity submits their consolidated B-BBEE score card as if they were a group structure and that such a consolidated B-BBEE score card is prepared for every separate bid.
- 5.3.12 Service providers who submit expression of interest as a joint venture, trust or consortium must include the following documentation as part of the bid documentation:

- (i) An agreement entered into between all parties confirming the joint venture, trust or consortium clearly setting out the details of the percentage interest and participation held by members of the joint venture, trust or consortium;
- (ii) proof of mandate of signatories to the agreement above;
- (iii) a mandate to the principal bidder leading the joint venture, trust or consortium; and
- (iv) a complete expression of interest document, which includes a certified copy of each member to the joint venture, trust or consortium B-BBEE status level certificate and a valid original Tax Clearance Certificate in respect of each party in the joint venture, trust or consortium.

EVIDENCE MUST BE PROVIDED FOR THE ABOVE AND MUST BE CLEARLY MARKED WITH THE AFOREMENTIONED PARAGRAPH AND SUB-PARAGRAPH NUMBERS IN YOUR EXPRESSION OF INTEREST DOCUMENT.

6. EMERGING BUSINESSES AND ECONOMIC EMPOWERMENT

- 6.3 Successful service providers / panel members will be obliged to outsource certain event activities (services or supplies) to small businesses, i.e. BBBEE and SMME service providers.
- 6.4 For outsourcing and sub-contracting, a specified minimum value of the contract to be outsourced may be included in the event specific scope of work. Sub-contracted SMMEs/BBBEE must be based within the area of the District Municipality where the function takes place.
- 6.5 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 Department and the service provider shall report on the achievement of such targets to the relevant steering committee.

7. ELIGIBILITY CRITERIA

- 7.3 Submission of all documentation as highlighted in section 5 above. Incomplete Expression of Interests shall be disqualified.
- 7.4 The Department reserves the right to contact any organizations for which events have been managed to verify references.

8. FIXED MANAGEMENT FEES AND CHARGE-OUT RATES

- 8.1 The service provider will be paid a percentage fee of the total cost of the event. It will therefore be a requirement that the Expression of Interest document stipulate the management fee percentage (%) that will be charged to the Department for arranging and managing an event. Refer to Appendix 2.
- 8.2 It will be a further requirement that service providers bidding for an event must obtain market related prices for all goods/services required as per the scope of work contained in the individual bid documents dispatched at the time that an event will be required to be arranged.
- 8.3 Panellists will be required to obtain at least three quotations from their sub-contractors/ external service providers in cases where they do not own the equipment, e.g. Marquees, Chairs, sound systems, etc. In cases where the panellists own their equipment, the Department will then need to know what the charge out rate will be to hire such equipment.
- 8.4 Selection of local based service providers will be monitored by the Department including all costs.

9. MARKET TESTING

- 9.1 The Department has undertaken an exercise to obtain market related prices for the various goods and services which will be required in terms of this EOI.
- 9.2 The prices submitted by service providers bidding for an event may be compared to the Department's benchmarked prices. If the Department is of the view that the prices submitted by service providers are unreasonable, then the Department will negotiate further with the bidder.

10. ROTATION OF PANELLISTS

- 10.1 It is the intention of the Department to ensure that there will be an equitable split of work amongst all panellists. In order to achieve this, the Department may not approach all panellists each time that there is an event to be arranged. The Department will invite panellists on a rotational basis to submit offers. The panellist that is awarded a specific event will then be eliminated from the next round of invitation of offers.

11. PROJECT MANAGEMENT SERVICES

- 11.1 The Department shall establish a steering committee for each event.
- 11.2 The service provider must undertake the project management of the event and must develop a project charter including time lines and event specific details which will be approved by the steering committee.

- 11.3 The steering committee shall approve all arrangements, including the conducting of a site inspection with the service provider prior to each event.

12. CATEGORISATION OF EXPRESSIONS OF INTEREST

- 12.1 The prospective service providers who qualify will be placed in two different categories within the panel.

Category A will be for service providers who are experienced in managing events at hotels and conference centres where infrastructure is available.

Category B will be for service providers who have experience in managing events where no or limited infrastructure exists.

The two categories are based on the types of events held by the Department as follows:

Category A: Indoor Events

- 12.1 Small Provincial Events (1500 or less people attending) where there is infrastructure for the event to be held in (e.g. conference centre, hotel, etc). NOTE: This could include international guests attending.
- 12.2 Large Provincial Event (>1500 people attending) where there is infrastructure for the event to be held in (e.g. conference centre, hotel, etc). NOTE: This could include international guests attending.

Category B: Outdoor Events

- 12.3 Small Provincial Events (1500 or less people attending) where there is little or no infrastructure for the event to be held in (e.g. rural areas, burial, investitures, imbizos, etc).
- 12.4 Large Provincial Events (>1500 attending) where there is little or no infrastructure for the event to be held in (e.g. rural areas, burial, investitures, imbizos, etc).

13. PANEL SELECTION

- 13.1 Service providers must indicate whether they would like to serve in one or both categories of the panel. Should the service provider desire to be in both categories, they must provide separate portfolios of evidence per category.

14. THRESHOLD FOR QUALIFICATION

- 14.1 The selection of suitable service providers will be undertaken on the following basis:
- 14.1.1 Price is NOT a consideration for the purpose of establishment of the panel. Price will be considered in the evaluation of bids for specific events.

14.1.2A service provider that scores less than 60% for functionality will be regarded as submitting a non-responsive expression of interest and will be disqualified. All service providers that score 60% and more for functionality will be placed on the respective panel.

14.2 The following criteria will be applied for evaluation of Expressions of Interest and establishment of panel:

14.2.1 Functionality: A value will be scored between 1 and 5 for each individual criteria. The value of scores is as follows – 1 = poor, 2 = acceptable, 3 = good, 4 = very good and 5 = excellent.

15. EVALUATION

15.1 The Expression of Interests will be evaluated on compliance and functionality as no prices will be required at this stage.

15.2 Quotations invited from the panel bid will be evaluated on the 80/20 preference point system, with 80 points based on price and 20 points in respect of BBEE status level of the contributor, as follows:

Evaluation Element	No. of Points
Pricing	80
B-BBEE status level	20
Total	100

16. APPENDICES

16.1. The evidence called for in the TOR above must please be included as the following Appendices:

- Appendix 1: Broad scope of definitions. (Included by Department);
- Appendix 2: Table indication management fee to be charged. (Included by Department);
- Appendix 3: Table indicating whether items are owned or hired. (Included by Department);
- Appendix 4: Company profile. Refer paragraph 3.3.3 of Annexure A, page38 for details.
- Appendix 5: Portfolio of evidence and details of events managed. Refer paragraphs 3.3.4 and 13.3, page38 & 42 of Section G for details.
- Appendix 6: References from organisations/Government Departments. Refer paragraphs 3.3.5 and 13.3, page38 & 42 of Annexure A for details.
- Appendix 7: Details of sub-contractors including PPG sub-contractors. Refer paragraphs 3.3.6 and 13.3, page38 & 42 of Annexure A for details.
- Appendix 8: Details of operation in KwaZulu-Natal (KZN) – state either all of KZN or which specific municipal areas you are prepared to work in. Refer paragraph 3.3.7, page39 of Annexure A for details.
- Appendix 9: Company resources and/or partnership arrangements. Refer paragraph 3.3.8, page39 of Annexure A for details.

- Appendix 10: Originally certified copy of your company's valid B-BBEE certificate. Refer paragraphs 3.3.9 and 13.3, page39 & 42 of Annexure A for details.
- Appendix 11: Original valid tax clearance certificate. Refer paragraph 3.3.10, page39 of Annexure A for details.
- Appendix 12: Any other additional information you may wish to include which you consider of relevance and importance to this EOI

17. SCOPE AND DEFINITION OF WORK TO BE PERFORMED WHEN ARRANGING EVENTS

18. DEPARTMENTAL EVENTS

18.1 The Events Manager will be expected to understand and be prepared to comply with all protocols related to the Department. Also the Events Manager must understand that these events are established by the Department and may vary in complexity, depending on the scale and frequency of the event. As such the Events Manager will be required to perform as requested and indicated by the Department.

18.2 The broad spatial implications of meeting the Department's requirements must be established as early as possible. A spatial plan should be prepared in consultation with the Department, to ensure that the requirements of the Department are met and to ensure a positive impact in the area in which the event is planned.

18.3 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 Department's needs and also making provisions for prioritizing work and formulating contingency plans for unexpected situations. Schedules for detailed planning, community consultation, design, construction, site making, and test events must be prepared timeously, so that the Department can be guaranteed of delivery on time.

18.4 Where it is found that the specification drawn by the Department is incomplete, the Events Manager must have the ability to turn around and provide the service/s that might have been left out.

19. CONTRACTUAL OBLIGATIONS

19.1 The appointed Events Manager is expected to ensure full support of local and small service providers, as failure to adhere to this requirement will result into a contract being terminated.

19.2 The Events Manager is required to pay service providers within 30 days of the event and proof of payment to be submitted to the Department.

20. PREPARATION FOR AN EVENT

20.1 Co-ordination of logistics: The Events Manager shall include set-up and the dismantling of all assets, etc. This must also include ensuring that the venue is clean and litter free after the event. The site/venue must be inspected prior to the event on the day agreed upon between the Events Manager and the Department.

- 20.2 Security: The Events Manager to provide logistics as per the determination of the Security Manager of the Department.
- 20.3 The Department will ensure that the SAPS/VIP Protection Security Officials are also available to ensure minimum risk to all attending the event.
- 20.4 The Events Manager must arrange adequate security for assets at the venue from the day of set up until after the function and redeployment of the assets.
- 20.4.1 **Site:** The Events Manager must provide the Department with a site plan as soon as possible prior to the function and must be available for the site to be inspected by the Department liaison officer prior to the function on the day agreed between the Department and the Managing Agent/s. A certificate of compliance must be provided by the Agent/s indicating that all structural installations are compliant with minimum industry requirements. Such certificate must be furnished to the Department liaison Officer as soon as possible prior to the event.
- 20.5 Due care and diligence The Events Manager must exercise care and diligence in the performance of its duties as contemplated in this contract, and will be liable to KZN Department of Agriculture in the event of failure to exercise such due care and diligence, as this could result in the termination of the contract.
- 20.6 **Indemnity:** The Events Manager shall indemnify and hold the Department harmless against any claims of any nature arising out of the willful or negligent acts or omissions of the Events Manager, or any person acting for and on behalf of the Events Manager, and that the Events Manager shall warrant that it carries sufficient insurance to cover any such claims, of any nature arising out of such willful or negligent acts or omissions.
- 20.7 **Marquees/scaffolding:** The Events Manager must ensure that when erecting marquees/scaffolding, the necessary certificate/s is/are obtained from the suppliers and have to be in compliance with the Disaster Management Act. A detailed specification including dimensions of the seater tent will be provided by the Department.
- 20.8 A VIP marquee may be required. The floor of the VIP marquee may be covered with a ground sheet in a colour to be decided by the Department. 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.
- 20.9 The marquee will be utilized by the VIP dignitaries as the holding area. Also the marquee that will serve as an information centre for Government related issues must be provided. All these marquees must, where possible, be located at least 20 metres from the main marquee.

- 20.10 **Weather condition:** The Events Manager may be expected to provide air conditioner/s including heaters to the VIP marquee when the weather is at extremes. The Events Manager will be again expected to provide umbrellas during the extreme weather conditions for VIPs upon arrival to the exact venue.
- 20.11 **Seating:** Main marquee: The Events Manager may be expected to provide white plastic chairs without covers.
- 20.12 **VIP marquee:** The Events Manager must provide tables and chairs with back covers and also executive chairs for VIPs at main table including eating utensils (knives, forks, spoons, plates, glasses etc.). At the main table floral decorations must be arranged. All tables must have table cloths. The Events Manager must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.
- 20.13 **Information desk marquee:** The Events Manager may provide tables covered with table cloths and white plastic chairs.
- 20.14 **Stage:** The Events Manager must consult with the liaison officer regarding stage plus podium for dignitaries. The tables on the stage must be covered with linen table cloth and overlays on them. Decorations for the stage may be required depending on the Department; that is, flowers/plants etc. Bottled water and juices of different flavors for dignitaries placed on the main stage table and on a table in close proximity thereto, may be required. This may include sufficient number of glass jugs/carafes and drinking glasses.
- 20.15 The Department may request another stage to the left/right of the main stage Depending on the site plan or layout. Chairs with covers and sufficient beverages may be requested. Also provision must be made for cooler boxes with ice for storage or refreshments behind the stage. The Events Manager to ensure provision of mobile stage for Department where areas do not have necessary infrastructure. The Events Manager must provide a back-up generator for special circumstances.
- 20.16 Refreshments: The Events Manager must ensure that a detailed menu is discussed with the liaison officer for refreshments to be served to VIP guests on arrival.
- 20.17 Lunch provision to VIP guests: The Events Manager shall ensure that sufficient personnel are available to service all tables; that is, a minimum of one (1) person per table of ten (10) will be required. The Events Manager must ensure that consultation is made with the Department for VIPs to be identified by means of coloured stickers, arm bands etc.
- NB: It may be a requirement that food will be provided in bowls per table and these will be required to be removed and refilled when necessary. Under no circumstances must persons in the VIP marquee, queue for meals.**

- 20.18 Sit down lunch including refreshments: Depending on the requirements of the Department, a variety of Traditional, Western and Halaal foods and deserts will have to be provided by the Agent/s. The Events Manager must provide a minimum of three (3) draft menus for selection, as early as possible prior to the function (African/Western/Halaal/ Vegetarian meals).
- 20.19 Lunch provision to the community must be discussed with the liaison officer of the Department.
- 20.20 **Transportation of foodstuffs:** All foodstuffs are to be transported in a hygienic manner and where appropriate in a refrigerated truck/trailer. All meals are to be prepared within 10 km from the site where meals would be served.
- 20.21 **Should, on occasion,** the serving of the meal takes place at a later time than the specified time, the Events Manager must ensure that there are suitable facilities to ensure that all food is kept warm until such time that it is required to be served.
- 20.22 The Events Manager must ensure that adequate arrangements are made in respect of water required for cooking purposes. The Department will ensure that a water tanker is available for drinking purposes for the general public attending the function.
- 20.23 **Refrigeration facilities** (truck/trailer): Where required the Events Manager shall ensure that there are suitable refrigeration facilities available for keeping items cool.
- 20.24 **Waste disposal:** Where required flushable portable toilets for the community and VIPs must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for male, female and for handicapped guests. Single ply toilet paper of good quality must be provided by the Events Manager and ensure replenishment when required. Toilets to be kept hygienically clean at all times.
- 20.25 **Transport and related matters:** The Events Manager will be required to organize and hire buses or any suitable means of transport to ferry community to and from the venue. As a requirement, an inspection certificate from the transporter confirming safety standards must be provided to the liaison officer. The local based contractor must by all means be utilized.
- 20.26 The number of people to be ferried and the radius of kilometers to be travelled must be discussed with the Department. It must be noted that no buses will leave until such time that the Department liaison officials have signaled for them to leave. The Events Manager must designate a parking area for all buses. A copy of the participant's names list should be given to the driver of the bus/vehicle and an original list kept by the Events Manager and the Events Manager to ensure that officials on the list are present before the bus/s leave a venue (going and returning) and these officials are catered for where necessary. The Events Manager must liaise with Department on the nominated and agreed transport route to be utilized. This route must be made available to all relevant stakeholders.

- 20.27 **Entertainment:** Where required the Events Manager shall secure an appropriate professional and non-professional artist(s) to provide entertainment to the audience. Selected artists performing must be negotiated between the Events Manager and the Department. An appropriate stage and sound system must be provided in terms of technical requirements of artist/s.
- 20.28 **Communication and media:** Where required a table and chairs must be provided for the members of the media. A public address system (PA) with adequate wattage with microphones. (Company must provide technician to set up and operate the system). The Events Manager must ensure that the system is tested prior to the event. A power generator/backup must be provided.
- 20.29 **Communication:** The Department will always provide or nominates person(s) (DLO) who is/are fully conversant with all the facets of such events who will be in direct contact with the Events Manager for the purposes of the event. The Events Manager shall ensure that there is one designated person to manage the event, who will be available on a 24-hour basis. The details of such person shall be communicated to the liaison officer prior to the event. The manager must also be clearly identifiable at the event.

21. CHECKLIST FOR THE EVENT

A properly drawn up operational plan should be developed by the Events Manager in conjunction with the Department to include the following;

21.1. Accessibility and flow

Number and arrangement of entrances and exits; gate control.
Directional signage
Parking
Special needs (wheelchair access)
Crowd-control devices (barricades, signs)
Fire regulations; capacity (persons, vehicles, etc)
On-site vehicles for staff (and identification thereof).

21.2. Accreditation

For media, VIPs, staff and officials (police, fire etc)
Types: badges; tickets; uniforms; wrist bands

21.3. Activity requirements, setting types

Stages and assembly; dressing rooms; special technicians; seating arrangements; viewing quality; etc.
Procession parade marshals; crowd control
Decorations and designs
Permission and special provision for fireworks, loud music and balloon releases

21.4. Cancellation or venue change procedures

Weather forecasting and monitoring
Ways of instantly communicating changes (e.g. loudspeaker system; signs)
Policy and procedures for reissuing tickets, rain checks, etc

21.5. Hospitality

VIP, sponsors, officials and performers' facilities
Separation from other activities
Special viewing requirements
Special transport to, from and on site
Protocol for VIPs
Food, beverage, gifts

21.6. Infrastructure

Power needs (generators and dedicated lines; amperage for special equipment; protection from weather, heat or air conditioning; lighting and sound systems; backup and contingency plans)
Water; for drinking; food and beverage preparations
Sewerage; toilet requirements

21.7. Safety, security, comfort and health

First aid; lost children; lost and found
Emergency response and accessibility; evacuation procedures
Shelters from weather
Police or security presence
Waste disposal and recycling
Safe storage spaces

Appendix 2

TABLE INDICATING MANAGEMENT FEE TO BE CHARGED FOR THE DURATION OF THE CONTRACT:

DESCRIPTION	PERCENTAGE MANAGEMENT FEE
Category A: Indoor Events	
Small Provincial Events (1500 or less people attending) where there is infrastructure for the event to be held in (e.g. conference centre, hotel, etc). NOTE: This could include international guests attending.	%
Large Provincial Event (>1500 people attending) where there is infrastructure for the event to be held in (e.g. conference centre, hotel, etc). NOTE: This could include international guests attending.	%
Category B: Outdoor Events	
Small Provincial Events (1500 or less people attending) where there is little or no infrastructure for the event to be held in (e.g. rural areas, burial, investitures, imbizos, etc).	%
Large Provincial Events (>1500 attending) where there is little or no infrastructure for the event to be held in (e.g. rural areas, burial, investitures, imbizos, etc).	%

Full Names

Signature of Service Provider

Date

COMPANY STAMP

Appendix 3

TABLE INDICATING WHETHER ITEMS ARE OWNED OR HIRED BY SERVICE PROVIDER AND WHICH SERVICES ARE RENDERED DIRECTLY BY THE BIDDER OR OUT-SOURCED

Kindly tick (✓) relevant column.

Description of items/service	Owned	Hired/out-sourced
Marquee and ground sheets/carpets		
Tables		
Chairs		
PA systems		
Sound systems including commissioning		
LCD screen		
Photography, projection and video recording service		
Labour saving devices (laptops, fax, printing, copy)		
Portable air conditioners		
Décor and stage set up		
Portable Toilets		
Water tankers		
Catering: VIP		
Catering: Community		
Food transportation and storage including refrigeration		
Beasts – supply of live beasts		
Waitrons		
Ushering		
Entertainers		
Security		
Marshals including marshal/usher identification		
Name tags and lanyards		
T-shirts		
Translation services (simultaneous)		
Preparation and printing of invites, programmes etc		
Arrangements for accommodation		
Secretarial/administrative support including registration, minute taking, report writing and recording of resolutions and preparation of pre-conference documentation		
Registration of delegates		
Management of steering committees		
Transport (public transport vehicles - buses and taxis and VIP vehicles as may be required)		
Parking arrangements		
Plaque engraving services		
Signage		
Banners – design, print and erection		
Preparation of delegate packs		
Speed fencing including erection and dismantling		
Preparation/cleaning of site		

External TV broadcasts, National and Provincial radio broadcasts and community radio broadcasts		
Live feed (Large screen projection)		
Media advertising		
Design and manufacture of cultural shields		
Installation of lightning conductors for events as and when required		

Appendix 4

Company Profile

Appendix 5

Portfolio of evidence and details of events managed

Appendix 6

References from organisations/Government Departments

Appendix 7

Details of sub-contractors including PPG sub-contractors

Appendix 8

Details of operation in KwaZulu-Natal (KZN) – state either all of KZN or which specific municipal areas you are prepared to work in.

Appendix 9

Company resources and /or partnership arrangements

Appendix 10

Originally certified copy of your company's B-BBEE or sworn affidavit

Appendix 11

Valid tax compliance pin

Appendix 12

Any other additional information you may wish to include which you consider of relevance and importance

ANNEXURE 1: GUIDELINES TO STRUCTURING TECHNICAL PROPOSAL

Required Documents		Submitted	
		Yes	No
	<p>1. General Information:</p> <p>a) Profile of the company describing main areas of the company's expertise, history of the company development, types of services being provided, main achievements.</p> <p>b) The information about rendering services in events management according to the template provided in the below Tables 1 and 2 for:</p> <ul style="list-style-type: none"> - organizing and managing events for international customers (Government Departments, Public Entities, Corporations or their representative offices) for the last 3 years, including clients contact details and contracts value in ZAR, - organizing and managing of large scale events with 100 participants and more for the last 3 years, including clients contact details and contracts value in ZAR; <p>c) List of regular major corporate clients (with whom contracts were concluded 2 and more times): including the following information: clients name and country, contact person details, cooperation details (list of contracts, contracts amounts in ZAR) - see Table 3 below.</p>		
	<p>1. Business References:</p> <p>d) At least three letters of Recommendations from major companies and/or international customers</p>		
	<p>2. Size of Agency. Personnel competences</p> <p>a) List of the firm's staff: Director or CEO, event managers, IT specialist's and/or technicians, other related to events management personnel. The following information should be indicated in the list as per Table 4 below: name, position, experience in events management and/or technical support for events conduction in years with detailed description of the performed duties;</p> <p>b) CV of a Director/CEO.</p>		
	<p>4. Dedicated Event Managers</p> <p>a) In the personnel list above please clearly indicate the names of the Events Managers (main and alternate) who will be personally responsible for organizing the events for KZN DARD;</p> <p>b) The following documents should be submitted for the proposed KZN DARD dedicated Event Managers:</p> <ul style="list-style-type: none"> - CVs (name, position, experience in events management and/or technical support for events conduction in years with detailed description of the performed duties - copies of the following diplomas\certificates: university qualification, language qualifications, other certificates /diplomas relevant to events management 		

ANNEXURE 2: REFERENCES

Table 1: Large scale events with ----- participants and more for the last 3 years

Name of Client ,	Date and Amount of Contract in ZAR	Brief description of an event (title, place, participants number)	Contact person (name, title, phone number)*
	D:	Title:	Name:
	R	Place:	Title:
		No. of Pax:	Tel:
	D:	Title:	Name:
	R	Place:	Title:
		No. of Pax:	Tel:
	D:	Title:	Name:
	R	Place:	Title:
		No. of Pax:	Tel:

NB: Proof must be attached

Table 2: Regular major corporate clients (contracts were concluded 2 and more times)

Name of Client , Country	Contact person (name, title, phone number)*	Dates of Contracts	Amounts of Contracts in ZAR
	Name:		
	Title:		
	Tel:		
	Name:		
	Title:		
	Tel:		
	Name:		
	Title:		
	Tel:		
	Name:		
	Title:		
	Tel:		
	Name:		
	Title:		
	Tel:		

SECTION D

SPECIAL TERMS AND CONDITIONS

ESTABLISHMENT OF A PANEL OF EVENTS MANAGEMENT SERVICE PROVIDERS

INTRODUCTION

- (a) **Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.**
- (b) **Only tenderers that fully meet the prequalification shall be considered.**
- (c) **Registration on the Panel of Suppliers via this invitation is a prerequisite for participation in any procurement activities that may result from this bid.**

1. ACCEPTANCE OF BID

- 1.1 The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

- 2.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

3. AWARD

- 3.1. The awarding of this bid is not dependent on the factors of preference points as the bid is for an appointment of a panel. Bidders who meet the prequalification and whose bid documents comply administratively, shall be scored on functionality. Only bidders with a minimum score of 70 shall be accepted.

4. BASIS AND QUANTITIES

- 4.1 Quantities are not reflected on the bid as they shall only be determined and reflected during the quotation stage.

5. BBBEE CERTIFICATE

- 5.1 A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid to prove compliance with the pre-qualification criteria and for claiming BBBEE points.

6. CERTIFICATE OF COMPLIANCE

- 6.1 Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate/s as stipulated per project (e.g. For Marquees and Food).

7. CHANGE OF ADDRESS

- 7.1 Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1 For evaluation processes the Department shall apply the evaluation criteria as outlined in the Terms of Reference and Bid Evaluation Criteria of this bid.
- 8.2 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

9. COUNTER OFFERS

- 9.1 Counter offers shall not be considered.

10. DELIVERY AND PACKAGING

- 10.1 Basis of delivery: Delivery of goods shall be made as directed by the Department.
- 10.2 All deliveries must take place where the event is taking place as per specification.
- 10.3 In emergency cases, the Department of Agriculture and Rural Development reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 10.3.1 The delivery performance of a contractor shall be closely monitored and any subsequent orders shall only be issued to the contractor that has proved to be competent with their delivery performance.
- 10.4 Random inspection and sampling of items shall be conducted upon delivery to verify quantity and quality and, also compare the item against the contract sample and any other quality accreditation that is prescribed.
- 10.5 It is the contractor's responsibility to load and offload the delivery vehicle.
- 10.7. Every order must be accompanied by a delivery note.

11. DELIVERY CONDITIONS

- 11.1 Delivery of products must be made in accordance with the instructions appearing on the official purchase order/specification.
- 11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

- 11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 11.5 All invoices submitted must be original.
- 11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Bid Adjudication Committee.

12. ENTERING OF DEPARTMENTAL OFFICES

- 14.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores.

13. INVOICES

- 16.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 16.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) 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.

14. IRREGULARITIES

- 14.1 Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

15. JOINT VENTURES

- 15.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 15.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.3 The non-submission of a B-BBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 15.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 15.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 15.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

16. LATE BIDS

- 16.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 16.3 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

17. NOTIFICATION OF AWARD OF BID

- 17.1 Successful tenderers who have qualified to be on the panel shall be notified via an advert in the same media as the invitation to register on the panel.

18. PAYMENT FOR SUPPLIES AND SERVICES

- 18.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 18.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 18.3 Any query concerning the non-payment of accounts must be directed to the Department.
The following protocol shall apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of the District Office;
 - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 18.4 Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

19. PERIOD OF CONTRACT

- 19.1 The contract shall run for a period of 36 months.

20. PREQUALIFICATION CRITERIA

- 20.1 Only tenderers who meet both of the following prequalification criteria may respond:-
- (i) **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**
 - (ii) **EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)**
- 20.2 Tenderers must submit documentary proof of compliance with the above prequalification criteria.
- 20.3 Tenderers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

21. QUALITY CONTROL

- 21.1 For the duration of the contract, if it is discovered that services rendered by a panellist are not in accordance with the specification, the following shall occur:
- (i) Possible cancellation of the contract with the contractor;
 - (ii) Reporting such negligence by the contractor to the provincial and national treasury for listing on the restricted suppliers' database.

22 SPECIAL CONDITIONS OF CONTRACT

22.1 This invitation to register on the panel is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

22. SUPPLIERS DATABASE REGISTRATION

22.2 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

22.3 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.

24. TAX AND DUTIES

24.1 During the quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

25 TAX COMPLIANCE PIN

25.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

25.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

26 UNSATISFACTORY PERFORMANCE

26.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
 - (a) Take action in terms of its delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

27 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

28 VALUE ADDED TAX (VAT)

28.1 Bid prices must be inclusive of 15% VAT.

28.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

28.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

BID EVALUATION CRITERIA

All bids received shall be evaluated on the following:

1. Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.
- 2. Correctness of information:**
 - 2.1. All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
 - 2.2. The Department reserves the right to verify all information submitted.
 - 2.3. Non-compliance with the above shall result in elimination from further processes.
- 3. Compulsory administrative compliance requirements that must be submitted with the bid:**
 - a) Central Suppliers Database registration number;
 - b) A certified copy of a valid B-BBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BEE;
 - c) Documentary proof of bidder being an EME;

NB. Non-submission of any of the above documents shall result in disqualification.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

- 4. To enable scoring on functionality, the following must be submitted with the bid:**
 - a) Documentary proof of bidder's experience;
 - b) Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument;
 - c) Proof of physical address;

NB. Non-submission of any of the above documents shall result in disqualification.

4. FUNCTIONALITY EVALUATION CRITERIA

- 4.1. The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.
- 4.2. All service providers who score less than **minimum functionality score of (70%)** shall not be considered for placement on the panel.

ANNEXURE 4: FUNCTIONAL EVALUATION

DETAILED BREAKDOWN OF OBTAINABLE POINTS PER EVALUATION CRITERIA

4. EVALUATION OF TECHNICAL PROPOSALS FOR EVENT MANAGEMENT SERVICES		MAX. POINTS
1	Professional Experience, Reputation, Strength of Event Management Company	120 Points
2.	Qualification and Experience of Assigned Event Manager	30 Points
Overall Technical Score		150 Points

PART 1: PROFESSIONAL EXPERIENCE, REPUTATION, STRENGTH OF EVENT MANAGEMENT COMPANY

1.1 Professional Experience & Reputation of Event Management Company (1.1.1 +1.1.2+1.1.3+1.1.4+1.1.5):	MAXIMUM POINTS
	70 Points

CRITERIA	Weight	Evidence	Bidders Score
1.1.1 Number of years in business:			
At least 2 years of company experience a) Less than 2 years = 0 Points b) Three (3) years = 3 Points c) Four (4) years = 6 Points d) More than Five (5) years = 10 Points	10	Documentary proof of experience -Orders -Reference Letters	
1.1.2 Events management for Government Departments/ State Entities, Corporations or their representative offices for at least 2 years:			
- rendering services to at least 2 Government Departments for at least 2 years a) Less than 2 years = 0 Points b) More than Two (2) years = 10 Points	10	Reference Letters Copies of Orders	
1.1.3 Organizing large scale events for the last 2 years (1000 participants and more):			
a) Less than 3 events = 0 Points b) Three (3) events = 5 Points c) Four (4) events = 15 Points d) More than Five (5) events = 25 Points	25	Reference Letters Copies of Orders	
1.1.4 Availability of regular clients (contracts are concluded with the same client more than once):			
a) Less than 3 clients = 0 Points b) Three (3) clients = 3 Points c) Four (4) clients = 6 Points d) More than Five (5) clients = 15 Points	15	Reference Letters Copies of Orders	

1.1.5 Reliability (references or letters of recommendations with positive feedbacks from the clients):			
- minimum 3 recommendations from major clients and organizations serviced a) Less than 3 recommendations = 0 Points b) More than Three (3) recommendation = 10 Points	10	Reference letters with positive recommendations	

CRITERIA	Weight		
1.2.1 Size of a company (number of employees):			
-availability of at least 2 event managers a) Less than 2 Event Managers = 0 Points b) Three (3) Event Managers = 3 Points c) Four (4) Event Managers = 5 Points d) More than Five 5 Event Managers=10Points	10	Organogram + CV's of Events Managers	
1.2.2 Volume of sales (annual turnover):			
a) Annual turnover in 2019 of at least R1million = 5 points b) Annual turnover in 2019 of between R 1 million and R5 million = 10 points c) Annual turnover in 2019 above R5 million = 20 points	20	Financial Statements	
1.2.3 Personnel Competence (Experience of the CEO (Director), Event Managers):			
a) At least 5 years of managerial experience for the Director/CEO = 5 points b) More than 5 years of managerial experience for the Director/CEO = 10 points c) At least 3 years of experience in the relevant field of event managers = 5 points d) More than 3 years of experience in the relevant field of event managers = 10 points	20	CVs of Directors and Events Managers and Reference Letters	

PART 2: QUALIFICATION AND EXPERIENCE OF ASSIGNED EVENT MANAGER

CRITERIA Including (3.1+3.2) :			
3.1 Qualification, Education, including:			
a) At least one certificate or diploma in events management = 5 points b) Any other additional certificate(s) related to events management = 5 points	20	Certified copies of Qualifications	
3.2 Professional Experience, including:			
a) At least 3 years of experience in event management = 5 points b) More than three years of experience in event management = 5 points	10	CVs of Events Managers and Reference Letters	