



Invitation to Tender – ZNB01928/00000/00/HOD/INF/23T

KwaZulu-Natal– Department of Transport

The Province of KwaZulu-Natal, Department of Transport, invites Service Providers to form a panel of Events Management for a period of 36 months.

Mandatory Requirements

A Bid Evaluation Committee will evaluate each bidder based on compliance with requirements and submission of required documents as indicated in the table below. Certified copies must be submitted accordingly. Failure to comply with mandatory requirements will lead to disqualification. The service providers must submit the following documentation to qualify with the Mandatory Requirements:

1	SBD1 Invitation to bid, make sure it is completed signed.
2	Member’s Resolution
3	SBD 4 Declaration of interest make sure it is completed and signed.
4	Company Profile
5	A valid Letter of Good Standing (COIDA) issued by the Department of Labour
6	A valid proof of good standing with the Unemployment Insurance Fund (UIF)
7	Company Director’s certified ID copies
8	Municipal Rates letter, Ward Councilor Letter or Business premises Lease Agreement for preference points claim (specific goals)
9	Central Supplier Database (CSD) or supplier number report.
10	General Conditions of the contract (GCC).
11	Special Conditions of Contract

The Department reserves the right to **not award this bid**.

A non-refundable tender deposit of **R270.00** payable in cash at the cashier’s office - 6th floor A block.

Tender documents will be available as from 10h00 on 25 July 2023 during working hours (i.e., 08h00 to 15h30 Monday to Friday). **The physical address for collection of tender documents is: KZN Department of Transport, Acquisition Section, ‘B’ Block, 172 Burger Street, Pietermaritzburg, 3201**

Free download of tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website and must be downloaded

Queries relating to the issue of these documents may be addressed to Mr Kwanele Ncalane. No. (033) 355 8624 e-mail address, Kwanele.Ncalane@kzntransport.gov.za

The closing time for receipt of Tenders is **11h00 on 24 August 2023 at KZN Department Transport, 172 Burger Street, Pietermaritzburg, 3201**

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**Section A (Supplier to complete & return. Failure to complete, offer will be invalid)
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB01928/00000/00/HOD/INF/23T	CLOSING DATE:	24 August 2023	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR PROPOSALS: APPOINTMENT OF A PANEL OF SUITABLE SERVICE PROVIDERS TO FORM A PANEL OF EVENTS MANAGEMENT FOR THE KZN DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Main Entrance-Foyer					
Department of Transport					
172 Burger Street, Pietermaritzburg					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Kwanele Ncalane	
TELEPHONE NUMBER	033 355 8975		TELEPHONE NUMBER	033 355 8624	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sandile.Nkala@kzntransport.gov.za		E-MAIL ADDRESS	Kwanele.Ncalane@kzntransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

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

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

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

Section B
(Supplier to complete & return. Failure to complete, offer will be invalid)
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

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:

SECTION C

NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS CALL FOR BIDS 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 Bids forms be retyped or redrafted but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent 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 Bids documents.
6. Each Bids shall be addressed in accordance with the directives in the BIDS documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids 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 Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids 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 Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

The specific goals allocated points in terms of this tender	<u>Points</u>	<u>Acceptable Proof for Allocation of Points</u>
Promotion of enterprises located in KZN	10	CSD report
QSE or EME which is at least 51% black owned	10	BBBEE Certificate, or Affidavit.

Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part.”
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

Price Negotiation.

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

SECTION D

MEMBERS RESOLUTION

CONTRACT NO. ZNB01928/00000/00/HOD/INF/23T - APPOINTMENT OF A PANEL OF SUITABLE SERVICE PRROVIDERS TO FORM A PANEL OF EVENTS MANAGEMENT FO TO THE KZN DEPARTMENT OF TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number: _____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that _____, in his/her capacity as _____, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____.
2. _____	_____	_____.
3. _____	_____	_____.
4. _____	_____	_____.
5. _____	_____	_____.
6. _____	_____	_____.

Specimen signature of the appointed Signatory: _____ .



(Please sign)

Failure to complete, sign and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected

SECTION E

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION F

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION G

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES	
NO	

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES	
NO	

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

YES	
NO	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

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

.....
Position

.....
Name of bidder

***Every question must be answered individually on this form, whether a relationship is present or not:
Failure to do so will invalidate your tender/bid***

SECTION H

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of the state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. After the award the department reserves a right to preference point required as determined by the projected cost of the project.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. To order to verify BEE, Certificate, affidavits and or and CSD certificate must be attached.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Promotion of enterprises located in KZN	10		5	
QSE or EME which is at least 51% black owned	10		5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

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

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

**SECTION I
CONTRACT FORM - RENDERING OF SERVICES**

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

SECTION J

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and

handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.16 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.17 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.18 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.19 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.20 “Purchaser” means the organization purchasing the goods.
- 1.21 “Republic” means the Republic of South Africa.
- 1.22 “SCC” means the Special Conditions of Contract.
- 1.23 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.24 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 9. a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made

in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

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

3. Insurance

- 3.1 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.

4. Transportation

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

5. Incidental Services

- 5.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 5.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

6. Spare parts

- 6.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

7. Warranty

- 7.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 7.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 8.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts

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

Delays in the supplier's performance

- 12.2 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 12.3 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 12.4 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 12.5 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 12.6 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 12.7 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

13. Penalties

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

14. Termination for default

- 14.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to

the extent not terminated.

- 14.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 14.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 14.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 14.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 14.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 14.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

15. Anti-dumping and countervailing duties and rights

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

16. Force Majeure

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

17. Termination for insolvency

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

18. Settlement of Disputes

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

19. Limitation of liability

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

20. Governing language

20.1 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.

21. Applicable law

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

22. Notices

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

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

23. Taxes and duties

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

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

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

24. National Industrial Participation (NIP) Programme

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

25. Prohibition of Restrictive practices

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

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

SECTION K

1. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: (033) 897 4501

SECTION L

TERMS OF REFERENCE

RENDERING OF EVENTS LOGISTICS MANAGEMENT TO KWAZULU-NATAL DEPARTMENT OF TRANSPORT

1. INTRODUCTION

- 1.1 To appoint Agent/s to provide professional Events Management services to KwaZulu-Natal Department of Transport.
- 1.2 The appointment of Managing Agent/s will include the following categories:
- Departmental events
 - Any other event arranged event arranged by KwaZulu-Natal Department of Transport
- 1.3 Whether the nature of event is corporate, sport, Imbizo, Awareness, conferences and funerals, the Managing Agent/s will be expected to ensure that each event is well run and is successfully coordinated.
- 1.4 The department reserves a right to use this contract for any other event, good or service.
- 1.5 The successful bidder(s) (Managing Agent/s) will be expected to understand the geographical layout of each region.

2. LISTING OF SERVICES

Description of items/service

1.	Marquee and ground sheets/carpets
2.	Tables
3.	Chairs
4.	PA systems
5.	Sound systems including commissioning
6.	LCD screen
7.	Photography, projection and video recording and editing service
8.	Labour saving devices (laptops, fax, printing, copy)
9.	Portable air conditioners
10.	Décor and stage set up
11.	Portable Toilets
12.	Catering: Stakeholders
13.	Catering: Community
14.	Food transportation and storage including refrigeration
15.	Supply of raw food/ groceries for mass funerals and memorial services
16.	Live screaming
17.	Waitron
18.	Ushering
19.	Entertainers – (including performing artists, national and provincial – including program directors)
20.	Provision of a professional and accredited safety officer
21.	Name tags and lanyards
22.	T-shirts and any other PPE items that might be deemed necessary
23.	Translation services (simultaneous)
24.	Preparation and printing of invites, programmes, and any other printing items that the department deems necessary
25.	Arrangements for accommodation and any other establishment required by the department (applicable only)

	once current contract has lapsed)
26.	Secretarial/administrative support including registration, minute taking, report writing and recording of resolutions and preparation of pre – conference documents and any other related function.
27.	Registration of delegates
28.	Management of steering committees
29.	Transport (public transport vehicles - buses and taxis and VIP vehicles as may be required)
30.	Parking arrangements
31.	Plaque engraving services
32.	Signage
33.	Banners – design, print and erection
34.	Preparation of delegate packs
35.	Speed fencing including erection and dismantling
36.	Preparation/cleaning of site
37.	External TV broadcasts, National and Provincial radio broadcasts and community radio broadcasts
38.	Installation of lightning conductors for events as and when require
39.	Management and co-ordination of outdoor media, included but not limited to erection of street poles, street posters, billboards and electronic billboards
40.	Stakeholder Management and Partnerships
41.	Outdoor and indoor printing and printing equipment
42.	Promotional Items
43.	Stationery items (supplies for event purposes)

The above list of services is not exhaustive or limited to the above services.

1. DEPARTMENTAL EVENTS

- 3.1 The Managing Agent/s will be expected to understand and be prepared to comply with all protocols related to KwaZulu-Natal Department of Transport. Also, the Managing Agent/s must understand that these events are established by KwaZulu-Natal Department of Transport and may vary in complexity, depending on the scale and frequency of the event. As such the Managing Agent/s will be required to perform as requested and indicated by KwaZulu-Natal Department of Transport.
- 3.2 The broad spatial implications of meeting KwaZulu-Natal Department of Transport's requirements must be established as early as possible. A spatial plan should be prepared in consultation with KwaZulu-Natal Department of Transport, to ensure that the requirements are met and to ensure a positive impact in the area in which the event is planned.
- 3.3 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 KwaZulu-Natal Department of Transport needs and making provisions for prioritizing work and formulating contingency plans for unexpected situations. Schedules for detailed planning, community consultation, design, construction, site making, and test events must be prepared timeously, so that KwaZulu-Natal Department of Transport can be guaranteed of delivery on time.
- 3.4 Where it is found that the specification drawn by KwaZulu-Natal Department of Transport is incomplete, the Managing Agent/s must have the ability to turn around and provide the service/s that might have been left out.

4. MANAGEMENT OF COSTS

- 4.1 The Managing Agent/s will be paid a fee of the total cost of the event.
- 4.2 The Managing Agent/s will be responsible for sourcing of all quotations.
- 4.3 Selection of local based service providers will be monitored by KwaZulu-Natal Department of Transport. All costs will be approved and monitored by KwaZulu-Natal Department of Transport.

- 4.4. Payments to local based service providers will be actioned by the Managing Agent/s and then submit an invoice to KwaZulu-Natal Department of Transport with all other supporting documents from service providers attached.

5. **CONTRACTUAL OBLIGATIONS**

- 5.1 The appointed Managing Agent/s 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.
- 5.2 The Managing Agent/s to pay service providers within 30 days of the event and proof of payment to be submitted to KwaZulu-Natal Department of Transport.

6. **PREPARATION FOR AN EVENT**

6.1 **Co-ordination of logistics**

The Managing Agent/s 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 Managing Agent/s and KwaZulu-Natal Department of Transport.

6.2 **Security**

The Managing Agent/s to provide logistics as per the determination of the **Security Manager** of KwaZulu-Natal Department of Transport.

KwaZulu-Natal Department of Transport will ensure that the SAPS/VIP Protection Security Officials are also available to ensure minimum risk to all attending the event.

The Managing Agent/s must arrange adequate security for assets at the venue from the day of set up until after the function and redeployment of the assets.

6.3 **Site**

The Managing Agent/s must provide KwaZulu-Natal Department of Transport with a site plan as soon as possible prior to the function and must be available for the site to be inspected by KwaZulu-Natal Department of Transport liaison officer prior to the function on the day agreed between KwaZulu-Natal Department of Transport 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 KwaZulu-Natal Department of Transport, Communications liaison personnel as soon as possible prior to the event.

6.4 **Due care and diligence**

The Managing Agent/s must exercise care and diligence in the performance of its duties as contemplated in this contract and will be liable to KwaZulu-Natal Department of Transport in the event of failure to exercise such due care and diligence, as this could result in the termination of the contract.

6.5 **Indemnity**

The Managing Agent/s shall indemnify and hold KwaZulu-Natal Department of Transport harmless against any claims of any nature arising out of the willful or negligent acts or omissions of the Managing Agent/s, or any person acting for and on behalf of the Agent/s, and that the Managing Agent/s 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.

6.6. Marquees/scaffolding

The Managing Agent/s must ensure that when erecting marquees/scaffolding, the necessary certificate/s is/are obtained from the suppliers and must follow the Disaster Management Act. A detailed specification including dimensions of the seater tent will be provided by KwaZulu-Natal Department of Transport.

A VIP marquee with a size to be determined by KwaZulu-Natal Department of Transport may be provided. The floor of the VIP marquee may be covered with a ground sheet in a colour to be decided by KwaZulu-Natal Department of Transport. This marquee may be used for the purpose of serving meals to all dignitaries. The Marquee may be divided in order to serve refreshments on arrival of dignitaries.

The marquee will be utilized by the VIP dignitaries as the holding area. Also the main marquee that will serve as a main venue for government events must be provided. All these marquees must, where possible, be located at least 20 metres from the main marquee.

6.7 Weather condition

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

6.8 Seating

Main marquee: The Managing Agent/s may be expected to provide white plastic chairs without covers including all other accessories determined by the Department of Transport.

VIP marquee: The Managing Agent/s 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 Managing Agent/s must also provide persons to serve the dignitaries and also where necessary marshals and ushers must be provided.

Information desk marquee: The Managing Agent/s may provide tables covered with table cloths and white plastic chairs.

6.9 **Stage**

The Managing Agent/s must consult with the Protocol 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 KwaZulu-Natal Department of Transport; 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.

Another stage to the left/right of the main stage depending on the site plan or layout. Chairs with covers and sufficient beverages to be provided. Also, provision must be made for cooler boxes with ice for storage or refreshments behind the stage. The Managing Agent/s to ensure provision of mobile stage for Department where areas do not have necessary infrastructure. The Managing Agent/s must provide a back-up generator for special circumstances.

6.10 **Refreshments**

The Managing Agent/s must ensure that a detailed menu is discussed with the event organizing section of the Department for refreshments to be served to VIP guests on arrival.

6.11 **Lunch provision to VIP guests**

The Managing Agent/s 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 Managing Agent/s must ensure that consultation is made with KwaZulu-Natal Department of Transport 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.

6.12 **Sit down lunch including refreshments**

Depending on the requirements of KwaZulu-Natal Department of Transport, a variety of Traditional, Western and Halaal foods and deserts will have to be provided by the Agent/s. The Managing Agent/s must provide a minimum of three (3) draft menus for selection, as early as possible prior to the function for (African/Western/Halaal/Vegetarian meals).

Lunch provision to the community must be discussed with the liaison officer of KwaZulu-Natal Department of Transport.

6.13 **Transportation of foodstuffs**

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

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

The Managing Agent/s must ensure that adequate arrangements are made in respect of water required for cooking purposes. KwaZulu-Natal Department of Transport will ensure that a water tanker is available for drinking purposes for the general public attending the function.

6.14 **Refrigeration facilities (truck/trailer)**

Where required the Managing Agent/s shall ensure that there are suitable refrigeration facilities available for keeping items cool.

6.15 **Waste disposal**

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

6.16 **Transport and related matters**

The Managing Agent/s will be required to organize and hire buses or any suitable means of transport to ferry community to and from the venue. As a requirement, an inspection certificate from the transporter confirming safety standards must be provided to the liaison officer. The local based contractor must by all means be utilized.

The number of people to be ferried and the radius of kilometers to be traveled must be discussed with KwaZulu-Natal Department of Transport. It must be noted that no buses will leave until such time that KwaZulu-Natal Department of Transport liaison officials have signaled for them to leave. The Managing Agent/s 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 Managing Agent/s 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 Managing Agent/s must liaise with Department on the nominated and agreed transport route to be utilized. This route must be made available to all relevant stakeholders.

6.17 **Entertainment**

Where required the Managing Agent/s shall secure an appropriate professional and non-professional artist(s) to provide entertainment to the audience. Selected artists performing must be negotiated between the Managing Agent/s and KwaZulu-Natal Department of Transport. An appropriate stage and sound system must be provided in terms of technical requirements of artist/s.

6.18 **Communication and media**

Where required a table and chairs must be provided for the members of the media. A public address system (PA) with adequate wattage with microphones. (Company must provide technician to set up and operate the system). The Managing Agent/s must ensure that the system is tested prior to the event. A power generator/backup must be provided.

6.19 **Communication**

The Managing Agent/s shall ensure that KwaZulu-Natal Department of Transport provides or nominates person(s) who is/are fully conversant with all the facets of such events. The Managing Agent/s 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.

7. **EVENT MANAGEMENT**

7.1 A properly drawn up operational plan should be developed by the Managing Agent/s in conjunction with KwaZulu-Natal Department of Transport to include the following;

7.2 **Accessibility and flow**

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

7.3 **Accreditation**

- For media, VIPs, staff and officials (police, fire etc)
- Types: badges; tickets; uniforms; wrist bands
- Ability to manage a detailed guest accreditation process, when needed.
- Guest Registration Process - Able to successfully undertake the guest registration process and guest identification, ushering and guest inquiries (provide relevant equipment's for registration booths)
- Management of Protocol – Able to work in compliance of events protocols and to ensure that all VIP guests are professionally serviced.

7.4 **Activity requirements, setting types**

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

7.5 **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

7.6 **Hospitality**

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

7.7 **Marketing**

- Production of Marketing and Multi-Media Products Able to conceptualize and implement branding and marketing products such as video production, photography, editing, packaging, audio, digital, print, and outdoor products, social media broadcasts.
- Full Technical requirements including live broadcast, digital App activations including microsite or special event websites, blogs or podcasts.

7.8 **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
- Outdoor Event Floor Planning and Security Measures- Able to work with the security clusters to design floor plans for events – in compliance with all the security requirements.

7.9 **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
- Sourcing of compliance and engineering certificates from various municipalities, SHEQ event safety requirements
- Security Clearance - Willing to submit the company and all its employees and management team for security screening before accepting appointment.
- Management of Security Vetting Measures - Able to work with security agencies, when executing high risk events, to ensure that security vetting is executed professionally.
- Management of all Needed Clearance Certificates - Able to work with all regulators to ensure that all clearance certificates are granted, where needed. These include clearance certificate for meals, outdoor marquees etc.

44. EXPERIENCE OF THE TENDERER AND OTHER BID REQUIREMENTS

BIDDERS	SMALL	BIG
Tick or choose one category Failure to do so will result in a disqualification		

Each bidder will be appointed on one category and not on both categories, bidders are required to choose one of the two options and failure to select one will render your bid non responsive.

Category A: Small Events – (indoor and Outdoor)

The following is a statement of work of a similar nature (E.g. various events such as sporting events, Provincial and National workshops, Imbizos, Ministerial events and project launches, etc.) successfully executed (ONLY Less than R 500 000.00 value per Project for small events)

Category B: Large Events - (indoor and Outdoor)

The following is a statement of work of a similar nature (E.g. various events such as sporting events, Provincial and National workshops, Imbizos, Ministerial events and project launches, etc.) successfully executed (ONLY more than R 500 000.00 value per Project for large events will be considered)

45.ACCEPTABLE OFFERS

Tender offers will only be accepted if the following:

1. The tenderer submits CSD and tax compliance status pin if applicable.
2. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector
3. The tenderer has not:
 - a. Abused the Employer's Supply Chain Management System; or
 - b. Failed to perform on any previous contract and has been given a written notice to this effect;
4. Company registration documents
5. BEE certificate and affidavit
6. All returnable schedules are to be completed and all relevant certificates attached where indicated

46. COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

47. EVALUATION CRITERIA

In accordance with the KZN DOT Supply Chain Management Policy, the bid evaluation process shall be carried out in two (2) stages, namely:

13.1

Stage 1: Compliance check of Mandatory Requirements

The Bid Evaluation Committee will evaluate each bidder based on compliance with requirements and submission of required documents as indicated in the table below. Certified copies must be submitted accordingly. Failure to comply with mandatory requirements will lead to disqualification.

The service providers must submit the following documentation to qualify with the Mandatory Requirements:

DOCUMENTS TO BE SUBMITTED			
No		No. Please note; the items marked with an (X) are mandatory requirements and failure to meet the requirements will result in your bid being disqualified.	Yes/No
1	X	SBD1 Invitation to bid, make sure it is completed signed.	
2	X	Member's Resolution	
3	X	SBD 4 Declaration of interest make sure it is completed and signed.	
4	X	Company Profile	
5	X	A valid Letter of Good Standing (COIDA) issued by the Department of Labour	
6	X	A valid proof of good standing with the Unemployment Insurance Fund (UIF)	
7	X	Company Director's certified ID copies	
8	X	Municipal Rates letter, Ward Councilor Letter or Business premises Lease Agreement for preference points claim (specific goals)	
9	X	Annexure A Completion of all four (4 categories)	
10		Central Supplier Database (CSD) or supplier number report.	
11		General Conditions of the contract (GCC).	
12		Special Conditions of Contract	
13		For Small Events – 5 reference letters/Order/appointment letters	
		For Large Events – 8 reference letters/Order/appointment letters	

Stage 2: Evaluation on compliance with the Specific Goals

48. AVAILABILITY OF THE TENDER DOCUMENT

Bid documents can be downloaded on the KZN DOR website (www.kzntransport.gov.za/tenders)

49. BRIEFING SESSION

There will be no briefing session.

50. SUBMISSION OF BIDS

No late submissions will be accepted.

51. VALIDITY PERIOD OF BIDS

| All bids submitted by the bidders must be valid for a period of **120** days from the closing date specified above.