



NEWCASTLE MUNICIPALITY

CORPORATE SERVICES IN ASSOCIATION WITH THE OFFICE OF THE MAYOR

BID NO.: A027 – 2022/23

RE-ADVERTISEMENT: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF EVENTS MANAGEMENT SERVICES "ON AN AS AND WHEN REQUIRED BASIS FOR 36 MONTHS.

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Wednesday, 16 August 2023

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)
Tower Block Building, 37 Murchison Street, 1st Floor
Newcastle, 2940

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	

Sealed bid document must be deposited in the **Tender Box** provided at the Municipal Civic Centre (Rates Hall), 37 Murchison Street, Newcastle by no later than **12h00** on **16 August 2023** where bids will be opened in public. Please be advised that the name, address, and contact details should be written at the back of the envelope.

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PART A–ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:

Description	Yes/No			
	Yes		No	
MBD 1 – Invitation to Bid Is the form duly completed and signed?				
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?				
MBD 4 Declaration of Interest Is the form duly completed and signed?				
MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?				
Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or affidavit attached?				
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?				
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?				
Certificate of Payment of Municipal Accounts Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?				
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?				

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

2. BID NOTICE & INVITATION TO BID



BID NO: A027 - 2022/2023

RE- ADVERTISEMENT: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF EVENTS MANAGEMENT SERVICES “ON AN AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF 36 MONTHS

The Newcastle Municipality seeks professional service providers to establish a Panel of suitably qualified and experienced service providers to manage and co-ordinate small and large various events portfolios, such as Sporting events, National, Provincial and Local Workshops / Imbizos, Mayoral Events, Project Campaigns / Launches and Other Related Events Management Services.

Potential Service Providers may apply for any Categories of Events Management Services provided that they demonstrate they have adequate knowledge, experience and relevant qualifications on each chosen category.

Bid documents are obtainable from 13 July 2023, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00. Alternatively, the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za).**

Banking Details - Banking Details - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Mr S Vilakazi / Mrs DD Marais

Telephone no.: 034 328 7818/7769

Technical enquiries: Mr M Ndimma

Telephone no.: 034 328 7775

Multiple service providers would be appointed to a panel agreement, therefore below indicated preferential scoring system will only be apply when sourcing quotations from the existing panel of qualifying professional service providers and thereon the acceptable/successful bidder will be required to execute the contract.

Quotations will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives.

The bid will be valid for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed “**Bid No: A027 – 2022/23 Re-advertisement: Appointment of a Panel of Service Providers for Provision of Events Management Services**” bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 16 August 2023** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content may be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and where the allocation of points will be based on functional criteria as indicated on the Terms of Reference/Specifications.

Minimum functional requirement score: Service providers that submitted acceptable bids and that score at least **70% for category A, 80% for category B and C** or more on functionality will qualify to serve on the Panel in that category and whereas those who score less than 70% will be regarded as submitting non-responsive bid and will be disqualified.

The tenderers are to indicate by ticking in the appropriate box for the category that they wish to be considered for:

- ☐ : **Category A: Small Indoor and Outdoor Events**
(1000 or less People Attending and with estimated project value of less than R 200 000.00)
- ☐ : **Category B: Large Indoor Events**
(1000 or more People Attending and with estimated project value exceeding of R200 000.00).
- ☐ : **Category C: Large Outdoor Events**
(1000 or more People Attending and with estimated project value exceeding of R200 000.00).

Price is not a consideration for the purpose of being accredited to serve on the panel. However, the price will be considered in the evaluation of bids for specific event. The Quotation stage will be subject to an 80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced from the panel of existing service providers. (Please refer to MBD 6.1). Bidder's financial muscles will be tested when sourcing quotation and MBD 5 will also be applicable when sourcing quotations.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

**Mr Z.W. Mcineka
Municipal Manager
Newcastle Municipality
Municipal Civic Centre
37 Hardwick Street
Private Bag X6621
Newcastle
2940**

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MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY

Bid Number	A027 – 2022/23	Closing Date	16 August 2023	Closing Time	12h00
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Description	RE-ADVERTISEMENT: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF EVENTS MANAGEMENT SERVICES "ON AN AS AND WHEN REQUIRED BASIS FOR 36 MONTHS.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

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			
Tax Compliance Status	TCS PIN:	OR	CSD No:

Preferential points (80/20) or (90/10)	Price = 80 / 90	Preferent points = 20 / 10	Total = 100
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Specific Contract Participation Goals	20	10	Tick for claim
Black people (Equity HDI's)	8	4	
Black people with disability	2	1	
Black people who are youth	2	1	
Black people who are women	4	2	
Locality (within Amajuba district)	4	2	
TOTAL HDI SCORE	20	10	

Total Number of Items Offered		Total Bid Price: Not applicable at this stage, prices will only be requested to companies enlisted on the panel.
Signature of Bidder		Date:

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries	Technical enquiries
Contact person	Mrs D Marais
Telephone number	034 328 7769
E-mail address	Dalene.Marais@newcastle.gov.za
	Mr M Ndima
	034 328 7775
	Melusi.Ndima@newcastle.gov.za

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 online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

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 view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. Is the entity a resident of the Republic of South Africa (RSA)? | ☐ Yes ☐ No |
| 3.2. Does the entity have a branch in the RSA? | ☐ Yes ☐ No |
| 3.3. Does the entity have a permanent establishment in the RSA? | ☐ Yes ☐ No |
| 3.4. Does the entity have any source of income in the RSA? | ☐ Yes ☐ No |
| 3.5. 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 above.

NB: Failure to provide any of the above particulars may render the bid invalid.

No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

3. GENERAL CONDITIONS OF BID

1. General conditions of Contract

- 1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

2. Pricing

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
- 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
- 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

3. Forward Exchange Rate Cover

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. Submission of Bids

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1st Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must

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ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

5. Opening, Recording and Publications of Bids Received

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. Validity Period

Bids shall remain valid for **one hundred and twenty (120) days** after the tender closure date.

7. Incorrect Information

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

8. Withdrawal of Bid during and After the SCM Process:

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

9. Invoices

All invoices must be forwarded to the following address:

Newcastle Municipality
Private Bag x6621
Newcastle, 2940

9.1. Legal requirements for invoices

9.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

9.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word „**INVOICE** “ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

9.1.1.2. VAT/Tax invoice (VAT registered)

- a) Word „**TAX INVOICE**“ in a prominent place
- b) Trade, legal name and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

10. Payment Terms

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

11. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

12. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

13. Disbursements, Travel and Subsistence

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.
- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

14. Joint Venture Agreement or Consortiums

Tenderers intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid:-

- 1) A valid Tax Compliance Status verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of :-
 - a) The Declaration of Interest Form,
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
 - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

15. Samples for Quality Control

- 15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.
- 15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

16. Tax Compliance Pin

- 16.1 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.
- 16.2 Where a Tax Compliance Pin is not submitted with the bid, the municipality shall use the Central Supplier Database to verify the tax matters of the bidder.

4. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. 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 vendor, 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 Vendor 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 vendor bearing all risks and charges involved until the goods 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 vendor 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

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practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the vendor 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 goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the Institution purchasing the goods/works and/or service.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the vendor covered under the contract.
- 1.25 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The vendor 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 vendor 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.
- 5.2 The vendor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor 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.

6. Patent Rights

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

7. Performance security

- 7.1 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 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:

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

b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 vendor 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 vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The vendor 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 vendor of any warranty obligations under this contract;
 - e) training of the purchaser's personnel, at the vendor's plant and/or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor 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 vendor for similar services.

14. Spare parts

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

15. Warranty

- 15.1 The vendor 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 vendor 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 vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.
- 16.2 The vendor 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.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the vendor.

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

17. Prices

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

18. Variation Orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontractors

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

21. Delays in the vendor's performance

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

21.2 If at any time during performance of the contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of penalties, pursuant to GCC

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Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor'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 vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the vendor 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/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, may terminate this contract in whole or in part:
- a. if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
 - c. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/works and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a vendor or any person associated with the vendor, the vendor 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 vendor 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 vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise

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or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- i. the name and address of the vendor and / or person restricted by the purchaser;
- ii. the date of commencement of the restriction
- iii. the period of restriction; and
- iv. the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

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

26. Termination on insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the vendor 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 vendor to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the vendor to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

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31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser..

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force 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, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 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).
- 35.2 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.
- 35.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

5. SPECIAL CONDITIONS OF CONTRACT

- 1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

- 2. I/we agree that:
 - a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;

 - b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;

 - c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;

 - d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

 - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):

.....

.....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

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3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid?*

☐ YES

☐ NO

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms? *☐ YES

☐ NO

- Delete whichever is not applicable

8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

8.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

8.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

- a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
- b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

BIDDER'S NAME : _____

BIDDER'S REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

WITNESSES

1. **Name** : _____ **Signature** : _____

Date : _____

2. Name : _____ Signature : _____

Date : _____

NEWCASTLE MUNICIPALITY

CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT

RULES IN RESPECT OF BID DOCUMENTS

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **MBD 1** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. **GUARANTEE**
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**

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7. A signed copy of these conditions and specifications must accompany the bid.
8. Bids received after 12:00 on the closing date of this bid will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
10. Council reserves the right to accept all or a portion only of any tender.
11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.
20. **Two envelope system will not be applicable on this project.**
21. PAYMENT OF MUNICIPAL SERVICES
Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

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22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

24. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.

The original Schedule of Quantities must be forwarded to the Newcastle Municipality

- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.

- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.

- i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
- ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
- iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

25. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

26. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
- I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised

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for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;

- II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.

- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

27. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.

- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.

Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods or services outside of this contract if and when the need arises.

30. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

31. CONTRACT DURATION

The contract will be valid for a period of 36 months from the date of appointment.

32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
 - Financial Implications & Price Variances
 - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

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33. DEMONSTRATIONS AND INSPECTIONS

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

34. PRICE ADJUSTMENT

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.
(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

35. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID

- All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 30 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER

ADDRESS

TELEPHONE NUMBER

NAME OF THE OFFICIAL **POSITION**.....

SIGNATURE **DATE**.....

WITNESSES

NAME **NAME**

SIGNATURE **SIGNATURE**

ID NUMBER **ID NUMBER**

6. BANKING DETAILS

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your bankers confirmation:

Account Holder	
Name of the Bank	
Account Number	
Account Type	
Branch Name	
Branch code	
Branch Contact Person	
Phone number	
E-mail Address	

I/We hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me / us to the credit of my / our bank account;

I/We further undertake to inform the Newcastle Municipality in advance of any change in my / our bank details and accept that this authority may only be cancelled by me or us by giving thirty day's notice by prepaid registered post;

Alternatively, the Bidder may submit a letter / declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (Attached onto this page).

FOR BANK USE ONLY

I/WE hereby certify that the details of our client(s) bank account as indicated above is correct AUTHORISED SIGNATURE(S)	OFFICIAL DATE STAMP
--	-----------------------------------

7. AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

A. Certificate for Company

I,, chairperson of the board of
....., hereby confirm that by resolution of the
board (copy attached) taken on 20.... ,
Mr/Ms.....acting in the capacity of , was authorised to
sign all documents in connection with this bid for Bid no **Bid no A027 - 2022/23** and any contract
resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
.....
....., hereby authorise Mr/Ms, acting in the capacity of
....., to sign all documents in connection with this bid for **Bid no A027 -
2022/23** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no.: A027 - 2022/23** and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

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

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of, to sign all to sign all documents in connection with this bid for **Bid no.: A027 - 2022/23** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

8. RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

09. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

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PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement accompanied by municipal rates statement of the landlord showing that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

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

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

10. CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website;

<https://secure.csd.gov.za/>

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

11. MBD 3.1 - PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number: A027 - 2022/23

Closing Time: 12h00

Closing Date: 16 August 2023

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

BID NO:	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
Bid no.: A027 - 2022/23	Re- Advertisement: Panel of Service Providers for Events Management Services	

PRICES ARE NOT APPLICABLE AT THESE STAGE

- Required by : Corporate services – Administration &
At : Office of the Mayor
37 Murchison Street
Newcastle, 2940
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

12. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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13. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

GENERAL CONDITIONS

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).

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 or

2. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

3. The maximum points for this bid are allocated as follows:

		POINTS
1. Price		80
2. Specific Contract Participation Goals		20
2.1 Historically Disadvantaged Individuals		16
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution	8	
2.1.2 Who is female	4	
2.1.3 Who has a disability	2	
2.1.4 Who's youth	2	
2.2 Other Specific goals (Local Economic Development goals of the RDP)		4
2.2.1 Business operations within Amajuba District	4	
2.2.2 Business Operations within KwaZulu-Natal Province	2	
2.2.3 Business operations within South Africa	0	
Total points for Price and HDI principles must not exceed		100

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

4. Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

5. 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.

6. DEFINITIONS

6.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

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- 6.2 "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, works or services.
- 6.3 "Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 6.4 "Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 6.5 "Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 6.6 "Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 6.7** In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 6.8 "Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 6.9 "Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 6.10 "Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 6.11 "Historically Disadvantaged Individual (HDI)"** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution"); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 6.12 "Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 6.13 "Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 6.14 "Person"** includes reference to a juristic person.
- 6.15 "Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

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6.16 “Small, Medium and Micro Enterprises (SMMEs)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

6.17 “Sub-contracting” means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

6.18 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

6.19 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

6.20 “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

7. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

7.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

7.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

8. ADJUDICATION USING A POINT SYSTEM

8.1 The bidder obtaining the highest number of points will be awarded the contract.

8.2 Preference points shall be calculated after prices have been brought to a comparative basis.

8.3 Points scored will be rounded off to 2 decimal places.

8.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

9. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

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Pmin = Rand value of lowest acceptable bid

10. Points awarded for historically disadvantaged individuals

10.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

10.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

10.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

10.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

10.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

10.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

11. BID DECLARATION

11.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

12. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

Ownership	Percentage owned	Points claimed
12.1 Equity ownership by persons who had no franchise in the national elections	%	
12.2 Equity ownership by women	%	
12.3 Equity ownership by disabled persons*	%	
12.4 Equity ownership by youth	%	

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 6.9 above)

13. DECLARATION WITH REGARD TO EQUITY

13.1 Name of firm :

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13.2 VAT registration number :.....

13.3 Company registration number :

13.4 TYPE OF FIRM

Partnership
One person business/sole trader
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

13.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

13.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

13.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

13.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

13.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

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Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			Youth	% of business / enterprise owned
				No franchise prior to elections	Women	Disabled		

*Indicate YES or NO

13.10 Consortium / Joint Venture

13.10.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

14. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

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- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

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

.....

**SUPPLEMENTARY SCHEDULE ON MBD 1:
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

- 1 Regulation 17(3) (g) of the Preferential Procurement Regulations 2022 makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Newcastle Municipality. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL ALLOCATED	POINTS
The stimulation of the local economy by procuring from enterprises located within the borders of the Newcastle Municipality.	4
3 Preference points may only be claimed by enterprises located within the Newcastle Municipality. (See paragraph 2 above).	

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the Newcastle Municipality is/are claimed. Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical:.....
.....
.....

Postal:.....
.....
.....

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Telephone:.....

Email Address:

Municipal Account No:

.....

Stand No:

Address of local enterprise: Physical:.....

.....

.....

Postal:.....

.....

.....

Telephone:.....

Email Address:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

14. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 audit alteram partem rule was applied). The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/ municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

15. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) 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. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 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 Municipality / Municipal Entity)

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.

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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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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

16. MBD 7.2 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: A053 – 2020/21 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 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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	

MBD 7.2 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 AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:



PART B– TERMS OF REFERENCE

ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR PROVISION OF EVENTS MANAGEMENT SERVICES

17. TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR PROVISION OF EVENTS MANAGEMENT SERVICES

1. INTRODUCTION

1.1 Newcastle Municipality wishes to establish a panel of suitably qualified and experienced service providers as Events Managers to manage and co-ordinate small and large scale Municipal events, namely:

- Municipal Ward Committee meeting,
- Public Participation meetings,
- Municipal Sporting/Schools Events,
- National, Provincial and Local Government workshops;
- Mayoral Events and Project launches,
- Municipal Campaigns and Imbizos,
- Annual Municipal Budget Roadshows,
- Other Associated Services,

The services are not limited to the above – mentioned events. The events will be held at different locations/venues with varying degrees of facilities and such may take place at formal venues such as professional conferencing facilities into rural areas with little or no facility at all, within the boundaries of Newcastle Municipality.

1.2 The qualifying service providers will serve on a panel for a term of 36 months, the successful bidders will be responsible for management, co-ordinating and administration of the event in line with instruction of the delegated Municipal Official

1.3 The qualifying service providers will be required to submit quotations as and when need arise for Events Management Services.

2. SERVICES TO RENDERED – SCOPE OF WORK

The market focus involves both services that have been or are being rendered on both public sector as well as on private with government donations. The panel will be categorized as follows:

(i) Category A: Small Indoor and Outdoor Events

(1000 or less People Attending and with estimated project value of less than R 200 000.00)

(ii) Category B: Large Indoor Events

(1000 or more People Attending and with estimated project value exceeding of R 200 000.00)

(iii) Category C: Large Outdoor Events

(1000 or more People Attending and with estimated project value exceeding of R200 000. 00)

The service providers must submit a separate portfolio of evidence for each category of interest, the proof of experience should be recent (not older than 60 months) reference letter (in a form of written proof on organization's letterhead including: Nature of service, Contract Amount,

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Contact Person, Commencement date, telephone number, email address, etc.) in providing similar services.

These reference letters should clearly state the nature of works / services as well as associated total value of works executed by the bidders and it is expected that the signature of the departmental representative (Director/Manager of the receiving entity) should appear on such letter and be dated.

The Bidders are to note that appointment letters / purchase order will be accepted in lieu of reference letters

The technical proposal may cover the following:

- Accessibility and availability
- Turnaround times on assignments
- Reliability
- Quality and Customer Service

The qualifications of key personnel (full – time employed personnel) are of importance, to demonstrate that the firm has sufficient skills and knowledge when it comes to contract execution in the field events management services.

The proof of registration with the body of professional within the industry will serve as additional advantage on your technical proposal.

The proof of ownership of equipment, location of bidders operations and/or proof of establishing operating sites within the boundaries of Newcastle Municipality assures the availability of services timeously.

Third party indemnity liability cover is compulsory, the minimum value of the cover should be R1 500 000. 00

2.1 INTENDED PROJECT APPROACH

The Newcastle Municipality shall establish a project steering committee to be responsible for planning, implementation, execution and close- out of a particular event unless the full authority has been granted to the Bidder and on such case, the committee will play an oversight role.

The duties of the steering committee are as follows:

- 2.1.1** Approve all arrangement for an event,
- 2.1.2** Conduct a site inspection with the successful bidder prior to an event,
- 2.1.3** Develop and approve a project charter including task and deadlines for an event,
- 2.1.4** Promotion of small business within a particular area, certain services may be outsourced to small or emerging firms for development purposes, for example site preparation and cleaning services through use of local community labour or liaison officers,
- 2.1.5** To ensure that local goods and services are sourced from local suppliers unless if not available,
- 2.1.6** To ensure that prices for services are market related and in case of unreasonable prices negotiations should be undertaken to reach the fair market value

2.2 KEY PERSONNEL FUNCTIONS

2.2.1 The bidder, is expected to have an Events Manager and perform at least the following tasks:

- To understand and be prepared to comply with all protocols related to a specific municipal department,
- To understand the needs of each municipal portfolio differ, may vary in complexity, depending on the scale and frequency of the event,
- to undertake broad spatial implications surveys, to formulate a spatial plan in consultation with the steering committee and ensure that a positive impact in the area in which the event is planned,
- 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 in accordance with the Council's needs and also making a provision for prioritizing work and formulating contingency plans for unexpected situations,
- Preparation of detailed schedules on planning, community consultation, design, construction, site making and testing peripherals before the event and ensure delivery of services on time,
- Arrange for adequate security for assets prior to the vent day and until after the function end,
- Ability to turn around and provide guidance to the Municipality in case of incomplete plans and / or omissions.

2.2.2 Events Co – Ordinator should assist the Events Manager with the following:

- Logistics co – ordination, may include set-up and dismantling of all assets, etc,
- Inspection of site or venue prior to the event,
- Site cleaning and be litter free after the event,
- Assist on security management, by ensuring that all role players such SAPS, VIP Protection Units, Security firms are available to perform their duties accordingly.
- Perform necessary access control plans, where tags or arm bends are to be allocated to the relevant officials and other related access control systems.
- Effective and efficient use of Communication devices and a stable network connection system for use by Marshals and/or Ushers.

2.2.3 Site

The successful bidder must provide a site plan as soon as possible prior to function day and the delegated Municipal delegated official must inspect the plan together with other appointed role players.

A certificate of compliance must be produced indicating that all structural installations are compliant with minimum industry standards and such document must be available before the event.

2.2.4 Due Care and Diligence

The Events Manager must exercise care and diligence in the performance of his/her duties as contemplated in the contract and failure to exercise due care and diligence will results to termination of contract or liable for damages caused by improper actions.

2.2.5 Indemnity

The bidder shall indemnify and hold the Council harmless against any claims of any nature arising out of the willful or negligent acts or omission of the Events Manager or any person acting for and on behalf of the Events Manager.

The bidder 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.

2.2.6 Erection of Marquees and Scaffolding

The Events Manager must ensure that when erecting marquees or scaffolding, the necessary certificates are obtained from suppliers and have to be in compliance with the Disaster Management Act.

A detailed specifications including dimension of the seater tend to be provided.

A VIP marquee may be required, the floor of the VIP marquee may be covered with a ground sheet and this marquee may be used for the purpose of serving meals of all dignitaries and/or be divided in order to serve refreshments on arrival of dignitaries, Or be utilized as VIP Dignitaries holding area.

Provision of other marquee may be request, to serve as an Information Centre for Municipal related issues and all these marquees must be located at least 20 metres from the Main Marquee.

2.2.7 Weather Conditions

In case of extreme weather conditions, the serve provider may be expected to:

- Provide portable air conditioning units, portable heating units,
- Undertake VIP umbrella escort upon arrival and departure.

2.2.8 Seating

- Main Marquee: plastic chairs without cover,
- VIP Marquee: tables and chairs with covers and also executive chairs for the main table as well as utensils (knives, forks, spoons, plates, glasses, etc.
- Information Desk Marquee: table covers only with plastic chairs

2.2.9 Stage

Consultation process should be undertaken with regards to stage and podium set - up. All tables and chairs on the stage must be covered with linen table/chair cloth cover and overlays.

This process will also touch base on these materials: flowers/plants, bottled water or juice for main stage.

2.2.10 Food and Refreshments

Depending on the purpose and type of the event, conclusions are to be made prior to the event especially on these matters:

- Refreshments for VIP on arrival, any cooler boxes with ice to be provided for the main stage, suitable refrigeration facilities, etc.
- Main menu, VIP menu: traditional/western/halaal food, associated deserts. Serving VIP may require certain measures like arm bends, personnel services for selected tables, no queue for meals on VIP marquee
- Other related matters such as availability drinking water for rural public meetings.

2.2.11 Transportation of Foodstuffs

All foodstuffs are to be transported in a hygienic manner, or use of appropriate refrigerated trucks or vans. Preferably all meals are to be prepared within 10km radius from site where meals would be served.

Facilities to be provided in case of delays, to keep the food warm until such time that it is required to be served.

2.2.12 Waste Disposal

Where required flushable portable toilets for the community and VIP's must be provided separately and must be placed in close proximity of each tent. There shall be separate toilets for Male, Female and Handicapped Guests.

Single ply toilet paper of good quality must be provided, ensure replenishment when required and toilets to be kept hygienically clean at all times.

2.2.13 Public Transportation Services 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 (Road Worthiness Certificate) must be provided and where possible a local based service provider to be utilized.

Other prior arrangements before the event:

- Number of people to ferried and radius of kilometres,
- Pick-up and Delivery spots (transport routes) as well as Ward Coordinators;
- Designate parking area for Buses or VIP convoy;
- Means of conveying the information about trip routes,
- Details of the bus driver or other drivers if necessary,

The above should be finalized and be documented properly before the event

2.2.14 Entertainment

Where required the Event Manager shall secure an appropriate professional or non – professional artist(s) to provide entertainment to the audience, at negotiated rates and stage and sound should be provided in terms of technical requirements of the artist(s).

2.2.15 Communication and Media

A table and chairs must be provided for the members of the media. A public address (PA) system with adequate wattage with microphones should be available (technical setup and testing should be conducted) including power generator / backup system.

The Council from time to time, nominate an official(s) who is/are fully conversant with all the facets of such event who will be direct in contact with the Events Manager for purposes of the event and such official should be available on a 24 hour basis

2.2.16 Checklist for the Event

A properly drawn up operational plan should be developed in conjunction with the Steering Committee and focusing but not limited to the below:

- Accessibility and flow
Number and arrangements of entrances and exits – gate control
Directional Signage
Parking
Special needs (wheelchair access)
Crow – control (barricades, signs)
Fire regulations, capacity (persons, vehicle, etc.)

On – site vehicle for staff (identification thereof)

- Accreditation
For media, VIP`s, Staff and Officials (police, fire, etc.)
Types: badges, tickets, uniforms, wrist bands)
- Activity requirement, 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 ballon releases
- Cancellation or Venue Change Procedure
Weather forecasting and monitoring
Ways of instantly communicating changes (e.g. loudspeaker system, signs)
Policy and procedures for re-issuing tickets, rain checks, etc.
- Hospitality
VIP, Sponsors, Officials, and Performers facilities,
Separation from other activities
Special viewing requirements
Special transport to, from and on site
Protocols for VIP`s
Food, Beverage, Gifts
- Infrastructure
Power needs (generators and dedicated lines, amperage for special equipment, protection from weather, heat or air conditioning, lighting and sound systems, back-up and contingency plan)
Water for drinking, food and beverages preparation
Sewerage, toilets requirements
- Safety, Security, Comfort and Health
First aid, lost children, lost and found,
Emergency response and accessibility, evacuation procedures
Shelter from adverse weather conditions
Police or security presence
Waste disposal and recycling
Safe storage spaces

2.2.17 Transfer of Skills

It is expected that the bidder will transfer certain skills during the execution of assignment duties in line with the National Treasury on appointment of Consultants

2.2.18 Copyrights on produced documents

The Newcastle Municipality reserve the copyright in any documents produced and the patent rights or ownership in any plant, thing, system or process designed or devised by a service provider in the course of consultancy services

2.3 SERVICE DURATION

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The events management services will be sourced through as an and when a need- arise basis for a period of 36 month, where the request/invitation for quotation will be directed only to the prequalified service providers per category of events management.

The fair rotation system of service providers will apply, this means that a service provider on the panel that has been awarded an event may be eliminated on the next round for invitation of offers.

It is required that goods or services to be provided should comply with industry approved standards, such as SABS (South African Bureau of Standards), for structure the Construction Industry Development Board prescripts should be adhered to.

2.4 EVENTS MANAGEMENT SERVICES

The panel will be required to render the following services (Not an exhaustive list)

- Marquee and ground sheets / carpets, tents/marquee installation certificates
- Tables and Chairs (with / without decorative covers)
- Drapping, flowers, especial art works
- Public Address (PA) systems
- Sound systems including commissioning (installation certificates)
- LCD screen
- Photography, projection and video recording services
- Labour saving devices (Laptop, fax, printing, copy)
- Portable air conditioners / heaters
- De`cor and stage set up
- Portable Toilets
- Water tankers
- Catering: VIP and for general Community
- Food Transportation and Storage include refrigeration
- Beast – supply of live beast
- 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

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- Plaque engraving services
- Signage
- Stage set – up design
- Banners – design, print and erection
- Preparation of delegate packs
- Speed fencing including erection and dismantling
- Preparation / cleaning of site
- External TV broadcasts – National, Provincial Radio Broadcast 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
- Power supply - generators

2.5 The Council reserve the right to split work as it deems necessary in an equitable manner which will advance any social economic factors (such as Employment, Youth, Women, Disability, Safety, et.) in a particular area. In the implementation stage.

18. EVALUATION AND ADJUDICATION PROCESS (PRE-QUALIFICATION CRITERIA)

The Newcastle Municipality intend to establish the Events Management Panel in categories which will be separated into three (3) categories as follows: -

(i) Category A: Small Indoor and Outdoor Events

(1000 or less People Attending and with estimated project value of less than R 200 000.00)

(ii) Category B: Large Indoor Events

(1000 or more People Attending and with estimated project value exceeding of R200 000.00).

(iii) Category C: Large Outdoor Events

(1000 or more People Attending and with estimated project value exceeding of R200 000.00).

The interested potential service providers, must prepare and submit their technical proposals and the assessment of their proposal will be conducted through the following four (4) stages, namely:

Conditions of Tender and Award Basis

- The form of contract will be time – base contract upon acceptance of quotations.
- Newcastle municipality reserves the right to appoint any number of bidders depending on the responsiveness of bidders.
- Multiple service providers would be appointed to a framework agreement; therefore, the municipality may negotiate fixed/ standard market related rates with all providers recommended to the framework contract and bidders who does not accept negotiated rates will have their bids rejected by the municipality.
- The municipality where necessary may disregard rates submitted and request quotations as and where work becomes available.
- Newcastle Municipality reserves the right to apply objective evaluation criteria.
- Newcastle Municipality reserves the right to procure through other procurement methods other than this panel agreement if an emergency arises, the service provider's point of supply is not situated at or near the place the supplies are required or the service provider's supplies or goods are not readily available.
- *Failure to comply with the conditions of tender will lead to the bidder being disqualified.*

The bid shall be evaluated in stages as follows: -

Stage 1: Administrative compliance

Stage 2: Functionality scores

Stage 3: Objective criteria

Stage 1: Administrative compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

- To complete this bid document in full, supply of necessary supporting documents,

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Stage 2: Functionality evaluation

Bidders must have specific experience, in recently provided events management services or current execution of a similar contract and the proof of experience, the bidders are expected to furnish the following information:

- (a) The recent (not older than 60 months) reference (in the form of written proof(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date or appointment duration, contact details: telephone number, email address, etc.) of similar works or services undertaken.
- (b) The reference letters to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official)
- (c) The reference letter must make reference to the nature of the works or services undertaken as well as the total value of the contract executed by the bidder

Please note that the appointment letter must be accompanied by the reference letters.

Functionality Sheet with Weighted Criteria Per Category

Service Providers will be evaluated in terms of functionality as part of the minimum requirements before enlisted on the panel of service providers; where failure to achieve a **total minimum score of 70 points out of 100 points for category A, and 80 points out of 100 points for category B and C** will render your bid non – responsive and will be excluded from panel of service providers.

I. Category A Small Indoor Events (1000 or less People Attending)

Evaluation Criteria	Sub - Criterion	Weight
Experience of the Bidder (Both private with public funding and public sector clients)	15 points will be awarded for each project similar nature for past 5 years and size of each should be up to R 200 000.00 (incl. of applicable taxes)	45
Key Personnel: CV's, Qualifications and Education	• Events Manager 25 points: A detailed CV proving 3 years' experience, management reference. • Events Co-ordinator 10 points: A detailed CV proving a minimum of more than 12 months' experience on events management with not more 3 months. • 3 years' experience should be calculated from the receipt of qualification.	35
Availability of resources	Availability of resources, covering at least the following aspects: • Proof of professional association with Industry Body of Professionals* • Transfer of skills • Ownership/ proof of leasing the resources (with the minimum of 5 items)	20

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	Technological innovations, such as design of banners, power supply, social and environmental upliftment's (5) points for each disclosure	
*not limited to below – mentioned bodies: - South African Association for the Conference Industry (SAACI) - Public Relations Institute of Southern Africa (PRISA) - Marketing Association of South Africa (MASA)		
Total of Weighted Criteria		100
Minimum functionality qualifying scoring		70

**Portfolio of Evidence for Category A
(1000 or less People Attending)**

Rand value for each event should be within this amount up to R 200 000.00 (inclusive of all applicable taxes)

CATEGORY A: SMALL INDOOR EVENTS (LESS THAN 1000 ATTENDEES)							
Date	Type of Event	Value	No.: of Delegates	Venue	Organization Name (indicate if public or private)	Telephone	Name

If more space is needed to populate details a separate schedule with the similar schedule requirements may be inserted here or attached onto this page and be signed.

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The bidder must have specific experience and submit their portfolio of evidence with reference letters (in a form of written proof(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number and email address)

Signature :.....

Date :.....

Name :.....

Designation :.....

On behalf of.....

II. Category B Large Indoor Events (1000 or more People Attending)

Evaluation Criteria	Sub - Criterion	Weight
Experience of the Bidder (Both private with public funding and public sector clients)	15 points will be awarded for each project similar nature for past 5 years and size of each should be above R200 000 (incl. of applicable taxes)	45
Key Personnel: CV's, Qualifications and Education	Events Manager 25 points: A detailed CV proving 3 years' experience on events management with certified qualifications (degree/diploma in Public Relations, Communications or equivalent) not more 3 months Events Co-ordinator 10 points: A detailed CV proving a minimum of more than 12 months' experience on events management with certified qualifications (certificate) not more 3 months	35
Demonstrate the understanding of the Employer's brief	Technical proposal, covering at least the following aspects: • Proof of professional association with Industry Body of Professionals* • Ownership of resources and location of operations • Transfer of skills • Technological innovations, such as design of banners, power supply, social and environmental upliftment's	20

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	5 points for each disclosure.	
*not limited to below – mentioned bodies: • South African Association for the Conference Industry (SAACI) • Public Relations Institute of Southern Africa (PRISA) • Marketing Association of South Africa (MASA)		
Total of Weighted Criteria		100
Minimum functionality qualifying scoring points		80

**Portfolio of Evidence for Category B
(1000 or more People Attending)**

Rand value for each event should be within this amount ranging from R 200 000.00 (inclusive of all applicable taxes)

CATEGORY B: LARGE INDOOR EVENTS (MORE THAN 1000 ATTENDEES)							
Date	Type of Event	Value	No.: of Delegates	Venue	Organization Name (indicate if public or private)	Telephone	Name

If more space is needed to populate details a separate schedule with the similar schedule requirements may be inserted here or attached onto this page and be signed.

The bidder must have specific experience and submit their portfolio of evidence with reference letters (in a form of written proof(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number and email address)

Signature :.....

Date :.....

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Name :.....

Designation :.....

On behalf of.....

III. Category C Large Outdoor Events (1000 or More People Attending)

Evaluation Criteria	Sub - Criterion	Weight
Experience of the Bidder (Both private with public funding and public sector clients)	15 points will be awarded for each project similar nature for past 5 years and size of each should be above R 200 000.00 (incl. of applicable taxes)	45
Key Personnel: CV's, Qualifications and Education	Events Manager 25 points: A detailed CV proving 3 years' experience on events management with certified qualifications (degree/diploma in Public Relations, Communication or equivalent) not more 3 months Events Co-ordinator 10 points: A detailed CV proving a minimum of more than 12 months' experience on events management with certified qualifications (certificate) not more 3 months	35
Demonstrate the understanding of the Employer's brief	Technical proposal, covering at least the following aspects: • Proof of professional association with Industry Body of Professionals* • Ownership of resources and location of operations • Transfer of skills • Technological innovations, such as design of banners, power supply, social and environmental upliftment's (5) points for each disclosure	20
*not limited to below – mentioned bodies: • South African Association for the Conference Industry (SAACI) • Public Relations Institute of Southern Africa (PRISA) • Marketing Association of South Africa (MASA)		

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Total of Weighted Criteria	100
Minimum functionality qualifying scores	80

**Portfolio of Evidence for Category C
(1000 or More People Attending)**

Rand value for each event should be within this amount range from R 200 000.00 (inclusive of all applicable taxes)

CATEGORY C: LARGE OUTDOOR EVENTS (LESS THAN 1000 ATTENDEES)							
Date	Type of Event	Value	No.: of Delegates	Venue	Organization Name (indicate if public or private)	Telephone	Name

If more space is needed to populate details a separate schedule with the similar schedule requirements may be inserted here or attached onto this page and be signed.

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The bidder must have specific experience and submit their portfolio of evidence with reference letters (in a form of written proof(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number and email address)

Signature :.....

Date :.....

Name :.....

Designation :.....

On behalf of.....

Stage 3: Price and Preference

The bidders that have been pre-qualified to serve on the panel and in the category where they have qualified to serve on, will be required to submit quotations from time to time over a period of 36 months.

These quotations will be evaluated and adjudicated to the highest acceptable bid through the application of the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000.

Stage 4: Objective criteria

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above mentioned risks.

6. CONDITIONS OF TENDER AND AWARD BASIS

- The form of contract will be fixed – term contract upon the acceptance of quotations.
- Newcastle municipality reserves the right to appoint any number of bidders depending on the responsiveness of bidders.
- The allocation of work will be undertaken through obtaining quotations from the existing panel service providers or other means which will be fair and just.
- Each assignment will have its own expected delivery period before placement of an order or engagement.
- Financial offers will be submitted on as and when required basis through the quotation system. Preference may be given to firm price offers

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- Newcastle Municipality reserves the right to apply objective evaluation criteria.
- Newcastle Municipality reserves the right to procure through other procurement methods other than this panel agreement if an emergency arises, the service provider's point of supply is not situated at or near the place the supplies are required or the service provider's supplies or goods are not readily available.
- All services to be executed should comply with all applicable industry standards, the bidder should ensure that all appointed parties under his /her control also adhere to industry protocols when providing the services.

Failure to comply with the conditions of tender will lead to the bidder being disqualified.

7. TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the tax status within 7 days.

8. TECHNICAL ENQUIRIES

For enquiry purposes please contact:

Contact Person	:	Mr M. Ndimma
Telephone number	:	034 328 7775
Email address	:	Melusi.Ndimma@newcastle.gov.za

19. ELIGIBILITY CRITERIA

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification;
2. The bidder 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 bidder 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. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
5. The bidder is registered on the **Central Supplier Database**;
6. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
7. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
8. Prospective bidder comply with the requirements of the bid and technical specifications.
9. All returnable schedules are to be completed and all relevant certificates attached where indicated.
10. Copyrights in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised during the course of the consultancy service should vested with the Council – Newcastle Municipality.
11. Only bidders who score a minimum score of 70 points (70%) for category A, and 80 points (80%) for category B and C shall be considered for further evaluation. Bidders who fail to score a minimum shall be disqualified.
12. Bidders will only be allowed to bid for one category. (Category A – C)
13. The successful bidders will be required to provide indemnity certificate upon signing the Service Level Agreement depending on the value of the project.

20. DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
Witness 1		Witness 2	