



Operates as a Municipal Entity of



Bid Number – 00230/22

Service Provider for the Coordination and Facilitation of Workshops

Company Name : _____

Company Representative: _____

Closing Date : 23 February 2022

BID No.	00230/22
DESCRIPTION	SERVICE PROVIDER FOR THE COORDINATION AND FACILITATION OF WORKSHOPS
TENDER DOCUMENTS	Tender documents are available in PDF format at no cost on the e-tender portal (www.etenders.gov.za) or JCT website (www.joburgcitytheatres.com).
(COMPULSORY) BRIEFING SESSION	10 February 2022 @ 12h00 Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre)
CLOSING TIME AND DATE	23 February 2022@ 12h00
DELIVERY DETAILS:	To be deposited in the “Tender box” situated at the Reception Area, 1st Floor of Joburg Theatre, 163 Civic Boulevard (previously Loveday Street), Braamfontein (Opposite Metro Centre), sealed in an envelope externally endorsed with the Bid number and Bid description.
TELEGRAPHIC/ POSTAL/ FAX & EMAIL BIDS	Will not be accepted
LATE SUBMISSIONS	Will not be accepted
CONTACT PERSON	All SCM and Technical enquiries concerning this bid should be addressed to:- Email: graham@joburgtheatre.com or kea@joburgtheatre.com

CHECKLIST

BID NO: _____

PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL COMPULSORY DOCUMENTS HAVE BEEN ATTACHED TO YOUR QUOTATION. PLEASE NOTE THAT IF THESE DOCUMENTS ARE NOT ATTACHED COMPLETED AND SIGNED THE QUOTATION WILL BE DISQUALIFIED.

Details	Annexures
MBD 1 -Invitation to Bid	Annexure A (bid document downloaded from www.etenders.gov.za or www.joburgcitytheatres.com)
MBD3.1 - Pricing And Delivery Schedule	
MBD4- Declaration Of Interest	
MBD 6.1- Preference Points Claim Form in terms of PPPFA 2017 regulations	
MBD 6.2- Declaration Certificate for Local Production and Local Content (only applicable if designated materials are included).	
Annexure C-Local Content Declaration- Summary Schedule	
Annexure D-Imported Content Declaration – Supporting Schedule to Annexure C	
Annexure E-Local Content Declaration- Supporting Schedule to Annexure C	
MBD 8- Declaration Of Bidder’s Past Supply Chain Management Practices	
MBD9- Certificate Of Independent Bid Determination	
Central Supplier Databased (CSD) Registration Summary report	Annexure B
ID copies of shareholders / directors and share certificates	
Original Certified Copy of Company Registration Document	
Rates & Taxes Invoice for Company OR Certified Copy of Lease Agreement OR Original Certified Copy of Affidavit Certified by the SAPS.	
Rates and Taxes Invoice for All the Directors of the Company OR Original Certified Copy of Lease Agreement OR Affidavit Certified by the SAPS.	
Tax Pin Code.	
Certified Copy of BBBEE certificate OR Certified copy of Sworn affidavit.	
Registration with the Workmen’s Compensation Fund. A letter of good standing issued by Department of Labour	
Reference Letters	
Company Profile	
Functionality Supporting documents (only applicable if required as per bid)	Annexure C
Quotation (on company letterhead)	Annexure D
Any additional bidder information not mentioned above	Annexure E

Signature _____

SECTION 1

MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOBURG CITY THEATRES)					
BID NUMBER:	00230/22	CLOSING DATE:	23 February 2022	CLOSING TIME:	12h00
DESCRIPTION	Service Provider For The Coordination And Facilitation Of Workshops				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
Sealed quotations marked with the reference no: must be placed in the <u>Tender Box</u> at Joburg Theatre Complex, 01st Floor, Loveday Street, Braamfontein.					
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:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON		
CONTACT PERSON	Keabetswe Phuti		E-MAIL ADDRESS		
E-MAIL ADDRESS	kea@joburgtheatre.com		TELEPHONE NUMBER		

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, 2017, 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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	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
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**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:

Instructions to Bidders

A. BID DOCUMENTS

Rules for Bidding

- JCT is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- JCT reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should JCT decide not to proceed with the bid.
- JCT also reserves the right to appoint any other person to undertake any part of the tasks.
- The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. JCT will enter into a single contract with a single entity for the delivery of the work set out in these bid documents.
- The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- All South African firms submitting bids as part of a consortium or joint venture must submit a valid tax clearance certificates.
- The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- JCT reserves the right to return late bid submission unopened.
- Should the contract between JCT and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- Bids must be submitted with all official Bid Forms that are contained within this tender document and duly completed.
- Bids must be delivered at the correct address location that is indicated in the tender document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- Late submissions will not be accepted under any circumstances. The tender box shall be locked at exactly 12:00 Noon and tenders arriving only a second after 12:00 or any time thereafter **will not** be accepted under any circumstance. Tenderers are therefore strongly advised to ensure that their tenders when dispatched allow enough time for any unforeseen events that may delay the delivery of the tender.

The Tender, including the returnable address, must be submitted in a sealed envelope, marked with:

- 1) Tender Number and Description**
- 2) The Name and Address of the Tenderer**

- This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2017, the General Conditions of Contract (GCC) as listed in this document and, if applicable, any other special conditions of contract as specified.
- Each party to a consortium/ sub-contractors must submit a separate original and valid Tax Clearance Certificate.
- Failure to submit completed documents with the tender proposal may invalidate the tender proposal.

- Failure to submit a valid BBBEE Certificate will result in zero preference points being awarded for BBBEE.
- Tender forms contained within the Tender Document requesting information have been drawn up so that certain essential information is furnished in a specific manner and format. Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- This tender document, together with associated forms and annexures, may NOT be retyped or re-drafted.
- **This tender document, together with associated forms and annexures, may NOT be filled in by means of mechanical devices. A black ink pen should be used to fill in this tender document.**
- Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated
- The tender price shall be open for **acceptance for a period of at least 90 calendar days after the closing date of the tender.** It should be noted that Tenderers may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Tenderers shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of 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.
- Failure to have the Price declaration of this tender document signed by a duly authorized person will constitute non-commitment by the bidder of the tender price, and **the bid will be invalidated.**
- All prices shall be quoted in South African currency and be **VAT inclusive.**
- JCT reserves the right to only accept part of the submitted bid by a supplier.
- JCT reserves the right to withdraw this tender.
- Unless specifically provided for in the tender document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- It should be noted that JCT reserves the right to accept or reject any tender proposal without being obliged to give any reasons in this respect.
- The bidder's **company letterhead** must be used for the proposal's cover letter and reflect the company name, address and contact details.
- The correct Tender reference number (See the front page of this BID for the Tender Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- **Responsiveness criteria of submissions :** No Tender will be considered by JCT unless it meets the following responsiveness criteria:
 - a. The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service or goods and the Tender number for which the Tender is submitted.
 - b. The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.
 - c. The official Tender document must be **fully completed** in black ink pen. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable.**
 - d. All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.

- e. If the entity submitting a Tender is a **Joint Venture or a Consortium or Partnership**, each party to that formation **must** submit all the above information.
- f. The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- g. Complies with the **requirements of the Specification**.
- h. Adheres to **Pricing Instructions**.
- i. Complies in full and observes the requirements of the **Notice to Tenderers (if applicable)**.
- j. In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:
 - A fully completed and signed Tender Form;
 - The Tenderer's Details;
 - The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
 - The Declaration by Tenderer

Registration on the CSD

Potential service providers **must** be registered on the CSD administered by National Treasury at the time of submitting this bid. Bidders that are not yet registered can register on-line at www.csd.gov.za

Grounds for Disqualification

Joburg City Theatres reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

1. Bidders who do not submit a **valid Tax PIN** issued by **SARS**, on the closing date and time of the bid.
2. bidders who submitted **incomplete information and documentation** according to the requirements of this Bid
3. bidders who submitted **information that is fraudulent, factually untrue or inaccurate**, for example memberships that do not exist, BEE credentials, experience, etc.;
4. bidders who received information not available to other vendors through fraudulent means; and/or
5. Bidders are reminded that **all alterations in the bid document must be signed in full** by the bidder's authorised signatory and an accompanying letter on the bidder's official letterhead must be provided indicating such alterations.
6. This bid, correctly endorsed is to be addressed to Joburg City Theatres and must be deposited into the tender box at the time and date shown herein. Under no circumstances will late tenders be accepted.
7. The bid document is to be completed in **black ink pen** and in full. It is not to be retyped at all.
8. The bid document is to be **submitted in full in the same order as issued** with all sections attached.

9. Joburg City Theatres will not award the tender to any firm that cannot provide proof to substantiate its successful completion of a ***minimum of 5 projects of similar size and nature***.
10. Proposal that do not meet Joburg City Theatres' requirements shall be considered as unsuitable and non-responsive and shall be rejected.
11. Bidders are required to ***cost for all the items as required***. If not, the proposal will be rejected as non-responsive.

Notice to Bidders

The costs of preparing the proposal, negotiation and any other engagement pursuant to this bid shall be for the sole account of the bidder, and shall not be reimbursed by Joburg City Theatres under any circumstances.

Joburg City Theatres reserves the right to amend, modify or withdraw the BID in part or *in total* including terminating any associated proceedings at any time, without prior notice to the bidders and without liability to compensate or reimburse any person in relation thereto.

Joburg City Theatres' reserves the right to accept or reject any of the proposals submitted; and shall be under no obligation or bound to do so.

Joburg City Theatres reserves the right to adopt any submission by any Bidder(s) and to include information therein into other procurement documentation of Joburg City Theatres without compensation to the authors of such information.

Amendment of Bid Documents

At any time prior to the deadline for submission of bids, JCT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

All prospective bidders who have received the bid document will be notified of the amendment in writing and same will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment(s) in account in preparing their bids, JCT at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and JCT shall be written in English.

Bid Price

- The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.

- No claim for price escalation will be considered unless it is specifically stated that this Tender is subject to adjustment. Failure to complete this clause will result in the Tender prices being deemed to be firm.
- Notwithstanding anything to the contrary contained in JCT's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing.
- The method and conditions of payment to be made to the supplier under this contract shall be specified.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.
- Payment will be made in Rand unless otherwise stipulated.
- All prices must include Value Added Tax.
- All tax invoices submitted by the Bidder must show the Value of the supply, the amount of tax charged and the consideration for the supply.
- All price(s) must be net with all discounts and settlement discount already deducted.
- Price(s) must include cost of supply, transport of personnel delivery and off-loading (if applicable).
- Price(s) must include cost of all labour, equipment, delivery of labour to site, materials etc. and without any extra or additional charges to Joburg City Theatres whatsoever.
- Any and all alterations to the bid price must be signed in full by the bid's authorized signatory and an accompanying letter from bidder on their official company letterhead will indicate such alterations. Failure to this will disqualify the bid

Period of Validity of Bids

- Bids shall remain valid for 90 days after the closing date of bid prescribed by JCT. A bid valid for a shorter period shall be rejected by JCT as non-responsive.
- In exceptional circumstances, JCT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Closing date of Bids

- Bids must be received by JCT at the address specified in the bid document. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- JCT may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of JCT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any bid received by JCT after the deadline for submission of bids prescribed by JCT, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by JCT prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form.

Certified Copies/Commissioner of Oaths Certification

The bidder shall, where required in terms of the bid (bidders information) submit with the bid, certified copies of all certificates specified. Failure to do so may render the bid liable to rejection on the grounds of being incomplete.

Improper Lobbying /Interference

Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with Joburg City Theatres will face the following charges:

- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct."

No relaxation, indulgence or waiver granted by Joburg City Theatres to the Bidder shall in any way operate as an estoppel against Joburg City Theatres in the exercise by it of its right hereunder.

Requirements to Submit Proposals

- All schedules in this document must be populated and will form part of the quotation
- A completed Joburg City Theatres supplier registration application form which is available for download from Joburg City Theatres' website (www.joburgtheatreptyltd.co.za). Alternatively, if the supplier is registered on the JCT database, then the service provider need only submit all the mandatory documents with this application.
- The contractor will need to provide examples /references of similar such works performed.

C. BID OPENING AND EVALUATION OF BIDS

Opening of Bids

- The bidder's names, bid modifications or withdrawals and such other details as JCT at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

- Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Clarification of Bids

During evaluation of bids, JCT may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Evaluation Criteria

Bidders will be evaluated based on the information as contained in their Submissions, and this may be further supplemented by presentations and clarification information as may be requested from the Bidders.

Evaluations will as far as possible be based on evaluation templates prepared by Joburg Theatre's evaluation committees prior to opening of Submissions. The criteria set out in the document shall be applicable and may not be altered after the Submissions have been opened unless it is clear that such alterations will not disadvantage any Bidder or give an unfair advantage.

Submissions will be evaluated and the Contract awarded in accordance with the SCM regulations, MFMA, Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2017 and other applicable legislation, the General Conditions of Contract (GCC) and if applicable, any other special conditions of contract.

The bid will be evaluated on the following stages:

- Stage 1 – administrative requirements
- Stage 2- Functionality
- Stage 3- Price and Preference Points Evaluation

D. AWARD OF CONTRACT

Period of Contract

This contract will be subject to negotiation but valid for a minimum period of 4 months, commencing on the date of notification of acceptance of letter of award.

Acceptance of Bid

A valid and binding Contract and/or Service Level Agreement with the successful Bidder will be concluded immediately following the time that Joburg City Theatres emails / delivers a letter of acceptance of this bid to the Bidder.

Local Office

In order to be considered for an appointment in terms of this bid, bidders must have an office within the Johannesburg Municipality. The address of this local office must be indicated on the **SERVICE PROVIDERS**

INFORMATION below and which will be regarded as the domiciliumcitandietexecutandi for the purpose of any contract or service level agreement arising from this bid submission.

Warranty

- The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by JCT's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- This warranty shall remain valid 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.
- JCT shall promptly notify the supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the supplier shall, with the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to JCT.
- If the supplier, having been notified, fails to remedy the defect(s) within the period specified, JCT may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which JCT may have against the supplier under the contract.

Contract Amendments

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

Enhancement in Rates

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

Assignment

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

Delays in the Supplier's Performance

1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by JCT in the contract.
2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify JCT in writing of the fact of the delay, its likely duration and its cause(s).
3. As soon as practicable after receipt of the supplier's notice, JCT shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
5. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
6. Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
7. Upon any delay beyond the delivery period in the case of a supplies contract, JCT shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Penalties

Subject to GCC clause 3.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, JCT shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. JCT may also consider termination of the contract pursuant to GCC clause 3.23.

Indemnity

- The Contractor agrees that the occupational use of JCT's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein.
- The Contractor furthermore acknowledges that JCT and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by JCT to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies JCT and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.
- The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the JCT for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of JCT or its agents or employees) or for:
 - any latent or patent defect in the premises;
 - a fire on the premises;
 - a theft from the premises;

- the Premises or any part thereof being in a defective condition or state of disrepair;
 - force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the JCT's control;
 - the use of the services offered on the premises;
 - consequential loss howsoever caused;
 - any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or JCT to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.
- Save for any willful acts or omission or gross negligence by JCT, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies JCT and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

Insurance

- Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:
- ✓ Public liability insurances, in the name of the Contractor, covering the Contractor and JCT against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
 - ✓ The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.
- In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:
- ✓ Over and above any statutory and / or other requirements contained in the conditions of this agreement, JCT must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
 - ✓ Any claim settlement shall be subject to the approval of both JCT and the Contractor.
 - ✓ JCT reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist JCT in this regard.
 - ✓ All insurance must remain in force for the duration of this agreement.
 - ✓ Should the Contractor fail to arrange insurance or to maintain it, JCT shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose will be paid by JCT as a debt of Contractor.
 - ✓ The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of JCT after awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

Compliance with Legislature

- All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with JCT, indemnifying JCT from the provisions of the Occupational Health and Safety Act (85 of 1993).
- The Contractor is to ensure compliance with the provisions of the Occupational Health and Safety Act (85 of 1993) & all relevant regulations, inclusive of all its employees & other Contractors on the site. The Tenderer shall provide a suitable **health and safety plan** appropriate for the contract tendered for.
- The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

Workmen's Compensation

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

SECTION 2

BACKGROUND, OBJECTIVE AND SCOPE OF REQUIREMENTS

1) BACKGROUND

Joburg Theatre (SOC) Ltd trading as Joburg City Theatres (JCT), an independent municipal entity wholly owned by the City of Johannesburg Metropolitan Municipality ("COJ"), operates in order to provide world class theatre entertainment to the citizens of Johannesburg. The company continuously strives towards transformation from both within its core employment, procurement and governance practices; and also its productions and audience inclusiveness.

With effect from January 1st 2013 Joburg Theatre (SOC) Ltd and Roodepoort City Theatre NPC t/a Joburg Promusica were integrated into a single theatre management company (***Joburg City Theatres***), which also institutionalised the operation of the newly established Soweto Theatre.

Joburg City Theatres uphold its **vision** statement: *"We are the providers of the integrated management of world class African theatre venues and a high quality, entertaining, innovative and inclusive programme which serves the diverse communities of the City of Joburg."*

To succeed, significant increased operational efficiency is critical. That means Joburg City Theatres must be cost efficient. Operational efficiency is important not only to cost saving, but also to attracting and retaining theatre audiences, as the organization strives to become responsive to customers' needs and the market's demands.

2) GENERAL REQUIREMENTS OVERVIEW OF RESPONSIBILITIES OF THE SERVICE PROVIDER'S

The purpose of the Tender is to appoint a suitably qualified and experienced qualified service provider to **Coordinate and Facilitate workshops**

The service Provider will be utilized for the period of four (4) months. Service Provider is required to respond to this tender demonstrating that their proposed approach and solutions are a probable fit to JCT's requirements and are required to complete all categories as stipulated within this document.

All information contained in this tender or given by management or staff of JCT is solely for the purpose of providing Service with relevant information with which to complete and submit their proposals. The selection of a Service Provider will not constitute a binding agreement and any such acceptance will be subject to the negotiation of satisfactory contractual agreements with the selected Service provider.

3) Scope of work

Panel members must be able to provide the following services to curate and manage the end-to-end process of implementing programmes.

Panel appointees are required to curate and implement an end-to-end immersive process for the JCT. This will - at a minimum - include:

- a participatory project co-ideation phase,
- sourcing and curation of local narratives and visual material in local communities,
- obtaining necessary regulatory permissions for implementation,

- on-site construction management,
- mentoring and upskilling of local artists and artisans through local labour opportunities,
- planning and implementation of activations and tactical events,
- branding and communications with a strong focus on interactive media communication around project,
- A project documentation and handover phase.

3.1 Programme/Event: Gerald Sekoto Youth Festival
 Delivery Address: Johannesburg Art Gallery (King George Street, Joubert Park, Johannesburg)
 Delivery dates: Panel Discussion & Live Music (23 March 2022)
 Summer School (22-23 March 2022)
 Silkscreen Demonstration (27 march 2022)

Item	Quantity	Specification	Delivery Date
Marketing, PR, Advertising and social media management	1	Social Media Press Release	13 March 2022
TRANSPORT and 1 driver (from James Hall Transport Museum)		Fuel and maintenance of the London Bus situated at the James Hall Transport Museum (JHTM). The London Bus requires an oil change and a water change. The London Bus will need to travel from the JHTM, pick up a group of youths within Johannesburg (Victoria Yards - 16 Viljoen St, Lorentzville) and transport them to the Johannesburg Art Gallery (JAG) and back (Victoria Yards- 16 Viljoen St, Lorentzville). Payment for driver of the London Bus. The JHTM has an official driver of the London Bus who has the relevant licenses to drive and carry passengers to and from the JHTM and the JAG. Payment will need to be distributed through the friends of the JHTM to the driver.	27 March 2022
Silkscreen materials (EQUIPMENT)		2 x wooden boards with 2 clamps 3 x screens and steel frames for the silkscreen positive image (of 3 selected artworks from the JAG collection) 3 x silkscreen squeegee 40cm 2 x silkscreen ink (AQUATEX BLACK N 1L) 2 x perm tacky table glue 250g 10 x medium children's T-shirts 10 x large children's T-shirts 10 x medium adult T-shirts 15 x large adult T-shirts 5 x extra-large adult T-shirts.	22-23 March 2022
Summer School	1	Processing of payments for:-	(15-23

Coordinator (15-23 March 2022) EPWP (ARTIST FEES AND FACILITATORS)	Coordinator (Phumzile Twala)	To manage the process of liaising with participants and facilitators, distribute readings Qualifications: Minimum of a Diploma in Fine Arts Experience: Experience in running workshops and public programmes in art institutions Scope of Work: Liaising between the facilitators and the participants, distributing the readings, inviting and collating information on participants, setting up the venue and taking care of covid protocols, compiling stats and recording the sessions. Number of Hours: 12 hours Expected Output: generating a record of the proceedings of the summer school	March 2022)
Summer School Facilitators (22-23 March 2022) EPWP (ARTIST FEES AND FACILITATORS)	4 Facilitators (one facilitator per 3 hour session) (Athi Joja, Pfunzo Sidogi, Molemo Moiloa and Zamansele Nsele Possible alternative options for standby are Kholeka Shange and Bongani Mkonza)	Processing of payments for:- 4 x Facilitators to host engaging discussions on contemporary art practices. Each facilitator must have knowledge of contemporary art theory and will be expected to host a discussion with the Summer School participants for a session of 2 hours. There will be four sessions (morning and afternoon over two days) for the duration of the Summer School. Qualifications: Minimum of a Bachelor's Degree Art History Experience: Experience in writing and researching the work of Gerard Sekoto Scope of Work: The facilitators will set readings and lead discussions on the theoretical aspects of Sekoto's Life and work. Number of Hours: 12 hours Expected Output: participants will have a deeper understanding of art history, African philosophy and South African art. Feedback forms will be given to the participants in order to rate the quality of the Summer School	22-23 March 2022
Catering for Summer School	50 lunch packs (25 per day)	Each lunch pack should include a lunch item and bottle of water : Vegetarian Wrap, Assorted Nuts, apple, 500 ml still water	22-23 March 2022

Panel Discussion and Live music performance EPWP (ARTIST FEES AND FACILITATORS)	2 Panellists (Thabang Monoa and Thulile Gamedze)	Processing of payments for:- 2 x Panellists to discuss Gerard Sekoto's life and artworks. The speakers will be required to have prior knowledge of contemporary fine art as well as the history of Gerard Sekoto's life and works. The 2 speakers will hold a discussion for 2 hours and speak to Sekoto's artworks that are in the JAG collection. They will also speak to the music that will be played between the discussions. The discussion will be live streamed to an online audience. Qualifications: Minimum of a Bachelor's Degree in Fine Arts Experience: Experience in writing and researching the work of Gerard Sekoto Scope of Work: The panellists will discuss the work of Sekoto bringing to light the varied genres of art that Sekoto was involved with including visual art, theatre, music, and writing Number of Hours: 5 hours Expected Output: The panel discussion will be streamed live on the Joburg Culture Facebook Page and will add to the scholarship and provenance of Sekoto's work. This footage will also be used by subsequent researchers into the life and work of Sekoto	23 March 2022
Panel Discussion and Live music performance EPWP (ARTIST FEES AND FACILITATORS)	2 musicians (Masello Motana and Thebe Lepere)	Processing of payments for:- 2 x musicians to play renditions of Gerard Sekoto's musical pieces. The 2 musicians will be required to have knowledge about Gerard Sekoto's music to be able to replay them for a live stream for an online audience. The musicians will be required to bring their own instruments as well as any other equipment needed to perform music. They will also provide music that will be played between the discussions. The discussion will be live streamed to an online audience. Qualifications: No Qualifications Required Experience: Knowledge of the music of Gerard Sekoto	23 March 2022

		Scope of Work: Rearrangement of the music, rehearsals and performance on the day of the Panel discussion Number of Hours: 4 hours Expected Output: The performance will be streamed live on the Joburg Culture Facebook Page	
Live stream of Panel discussion and musical performance 23 March 2022	One service provider for all	Live streaming of Gerard Sekoto Youth Festival panel discussion and musical performance. 11 December 2021, 3 hours (14:00 – 17:00) uploading live stream onto the – Joburg Culture Facebook Page. Service provider must supply, sound and live streaming plus arrange their own equipment including camera microphones, video, mixing desk, computer and technicians. Live stream must also be recorded on MP4 720p video format and presented on a 16GB USB mass storage device (memory stick) for subsequent use by the Johannesburg Art Gallery	23 March 2022
Filming, editing and compiling video of silkscreen demonstration 27 March 2022		Filming, editing and compiling a video of Gerard Sekoto Youth silkscreen workshop. - Would be required to film the silkscreen demonstration and edit into a short video demonstration that can be distributed to school learners and via social media channels. The Videography will need his/her own equipment (camera, tripod, microphone, editing software etc.) The video demonstration will need to be edited into a short video clip along with relevant COJ logos and silkscreen information on MP4 720p video format and presented on a 16GB USB mass storage device (memory stick) for subsequent use by the Johannesburg Art Gallery. The video will also need to be compressed into a video that can easily be distributed to school learners via WhatsApp.	27 March 2022
Silk Screen demonstrators EPWP	2 Facilitators	Processing of payments for:- Facilitators (x2) Will be required to assist with a silkscreen demonstration. Must have the relevant knowledge to successfully conduct the practical silkscreen workshop.	27 March 2022

(ARTIST FEES AND FACILITATORS)		The facilitators will have to be comfortable conducting the demonstration and speaking on camera. The demonstration will be filmed and distributed through social media channels Qualifications: The facilitators need to have a minimum of a diploma in Fine Arts from a University or TVET or Community Arts College Experience: Experience in screen-printing and in conducting educational workshops Scope of Work: The facilitators are going to assist the Education Officer in explaining the material to be presented to the high school teachers and will do live demonstrations as directed by the education officer Number of Hours: 4 hours Expected Output: That the high school learners will have a working knowledge on how to produce screen prints in a cheap and accessible way for the production of posters, t-shirts and other potentially income-generating products	
Catering	25 lunch packs	Each containing a cool drink, sandwich or hot dog, fruit and a sweet	27 March 2022

3.2 Programme/Event:

Fuba Oral History Dialogue

Delivery Date:

March –June 2022

Delivery Address:

Johannesburg Art Gallery (King George Street, Joubert Park,

Item	Quantity	Specification	Delivery Date
Project manager (ARTIST FEES AND FACILITATORS)	1	Qualifications: Minimum of a Diploma in Fine Arts Experience: Experience in project managing art projects including exhibitions, publishing art books or magazines. Experience in archival work. Proficiency in writing in English. A working knowledge of South African languages. References of previous work in this area Scope of Work: organizing the existing FUBA archive thematically, creating content and narratives around FUBA, conducting research into FUBA, searching for previous FUBA faculty, alumni and administrative staff, patrons. Managing the entire process of conducting interviews, work flows, liaising with artists, and other stakeholders, ensuring quality control and general communication. Must have their own laptop and communication equipment,	1 March - 20 June 2022

		Number of Hours: 960 hours Expected Output: an engaging and accessible archive of documents, online content in the form of a website and social media content. A digital archive of FUBA	
Honorariums (ARTIST FEES AND FACILITATORS)	10	Processing of payments for:- Honorariums for dialogue participants	Jan – May 2022
Videography	2 days	Qualifications: Minimum of a videography Experience: Experience in shooting interviews with own camera and sound equipment Scope of Work: The videographer will set up the shoot with the interviewees and ensure that there is enough light and the space is acoustically ideal for recording interviews. The videos need to be of broadcast quality. Must have own external hard drive to store the completed footage Number of Hours: 8 hours Expected Output: high quality video footage that can be streamed online and archived	28 And 29 March
Video Editing/Post production	2 sessions (from 28 - 29 March)	Qualifications: Minimum of a Diploma in in videography and editing Experience: Experience in editing video footage of interviews with own editing suite Scope of Work: The editor will edit the raw footage and create out of it a high-end series of interviews that are broadcast quality. Generate English subtitles Number of Hours: 20 hours Expected Output: generating a record of the interviews that can be shown by the JAG and shared online as well as archived on an external hard drive.	10 April 2022
Catering for FUBA in Conversation	25 pax per day x 2	Catering for VIP guests and artists. A variety of canapés, vegetarian and non-vegetarian; bottled water and 100% Fruit Juices	28 -29 March 2022
Lunch Packs	50 (25 per day)	Vegetarian Wrap, Assorted Nuts, apple, 500 ml still water	20 – 21 June 2022
Lunch Packs	100 pax	100 x 500ml still water; 5 x 5 litre Orange Juice; 5 x 5 litre Apple juice; 5 x 5 litre breakfast punch; 100 x paper cups 100 x paper plates; 100 x vegetarian wraps & 2 servers/waiters	22 May 2022
Translation	2	Qualifications: Proficiency in Sesotho, Sepedi, isiZulu and English spoken and written Experience: Experience in translating from Sesotho to English, isiZulu to English, Sepedi to English	24 April 2022

		Scope of Work: To translate the transcriptions into English and generate subtitles. Track record with references of previous work in translation services Number of Hours: 24 hours Expected Output: generating translated documents and subtitles	
Transcription	2	Qualifications: Minimum of a Degree in English and South African languages Experience: Data capture, transcription, track record with references of previous work in transcribing in different South African languages Scope of Work: must transcribe all the video footage into text documents Number of Hours: 24 hours Expected Output: Accurately transcribed documents for archiving purposes	17 April 2022
Proofreading	1	Qualifications: Minimum BA Degree (Hons) Experience: Experience in proofreading for both content and language. Track record with references of previous work in proof reading. Proficiency in South African languages Scope of Work: proofreading of all the transcribed documents. Proof reading all material that is destined for online platforms. Proofreading for content and language. Number of Hours: 36 hours Expected Output: accurate and accessible documents for archiving and accurate and correct web content for websites and social media	30 April 2022
Graphic Designer and online content generator (GRAPHIC DESIGN RFQ)	1	Qualifications: Diploma in web design, data capture, databases, creating work streams and online presentations, Experience: Basic coding. Experience in running workshops and public programmes in art institutions Scope of Work: Creating engaging online content using the video footage and transcriptions of the interviews as well as inputs from curators and the coordinator Number of Hours: 40 hours Expected Output: web based content that is suitable for both websites and social media	30 May 2022
Web support (GRAPHIC DESIGN RFQ)		Upload videos online and social media channels (Joburg Culture) Qualifications: Minimum of a Diploma in digital communications or archival studies	Jan – May 2022

		Experience: data capture, digital archives, working with databases, basic coding. Contactable references Scope of Work: inputting all research output including video and organising research outputs into accessible material for web and social media. Must have their own laptops. Migrating data from several sources into one platform and organizing the outputs of all work streams Number of Hours: 240 hours Expected Output: generating a digital archive for the FUBA academy that can be accessed online and social media	
EQUIPMENT for Screening of the FUBA Interviews at JAG	2 x Media players	Media box ranger 4K Android	20 June 2022
	2 x HD Data projector	3400 lumens 1080p, screen size 30' – 300" 16 000:1 contrast 16:9 aspect ratio	20 June 2022
	2 x sound bar	2 channel, 40W sound bar, Bluetooth USB	20 June 2022

3.3 Programme/Event:
Dates:

Ceramic Product Development and Training Workshop
March – April 2022

	Quantity	Specification	Delivery Date	Delivery Address
Design and creation of online platforms	1	Create online platforms such as website and social media platforms (Facebook/Instagram)for callouts for workshop attendees/submissions/marketing/PR	March-April 2022	Online
Managing of online platforms and scribes	1	Personnel to manage the social media platforms for submissions and posting of the event on all social media platforms and scribes for documenting the whole process	March-April 2022	Online
Graphic Designer	1	A graphic designer to design all artworks for the Ceramic Product Development and Training Workshop Design Call out posters Individual facilitator poster Generic posters Workshop poster Invitations Programme	March-April 2022	Online

Call Outs	1	Call out to be made for: Theoretical facilitators Practical Training facilitators Glazing, Decoration and Refinement facilitators Interested crafters to attend workshop	March 2022 (last 2 weeks)	Online
Submissions	1	Submission of portfolios by facilitators and interested crafters who want to attend the workshop Submission to be done via Dropbox/WeTransfer/Google Drive	April 2022 (1 st 2 weeks)	Online
Selection	1	Selection process where the top 3 facilitators will be selected to facilitate the programme. On selection of the top 3 facilitators, will be required to select 10 participants as per their portfolio submissions.	April 2022 (last 2 weeks)	Joburg Newtown Building 2 Helen Joseph Street Newtown
Venue	1	A studio that is equipped with all the equipment required to do the ceramic workshop including space for 10 learners, production tables, stools, throwing wheels (minimum 5), shelving should be sourced for the duration of the 10 day programme	April 2022	To be sourced by service provider
EPWP	4	EPWPs to put up branding and do registration at various venues of the programme	March-May	@ Sourced Venue
Photographer	1	Documenting of the Ceramic product development training workshop An external Hard Drive with all raw and edited images to be submitted. Minimum of 100 images on different days and sessions	May 2022	@ Sourced Venue
Videographer	1	Documenting of the Ceramic product development training workshop An external Hard Drive with all footage to be submitted (including raw and edited footage)	May 2022	@ Sourced Venue
Streaming Services	1	Select a day each from the Theoretical training Practical training Glazing, decoration and refinement to be pre-recorded, edited and streamed at a later date	May 2022	Online
Facilitators	2	Sourcing of facilitators to cover the following technical aspects of ceramic production • Production Theory and Practice • Ceramic Market Analysis and Awareness • Production Techniques	March 2022	Online

		• Glazing Techniques • Decorative Art Techniques • Firing Techniques		
Ceramic Tools	15	Sourcing of ceramic pre-packed production tool kit sets comprising of:- • Steel Kidney • Rubber Kidney • Wooden Kidney • Turning Tools • Gut/Fishing Line (5m) • Sponge • Stanley Knife • Artists Paint Brushes (set of 15 in different shapes and sizes) • Apron – dark colours	April-May 2022	@ Sourced Venue
Materials		1x Transparent Plastic Sheet 10m 1x Canvas Sheet to cover the working table 10m 1x Hand Soap 10 Litre 1x Mutton Cloth 20m Turn-tables 15x Buckets (10 litre each) 15x Measuring jugs (1,5 litre each) 15x Tubs/containers (1litre each)	April-May 2022	
Clay		15x Stoneware for wheel work at 10kg 15x Red Earthenware for hand building 10kg 15x White earthenware for press moulding 10kg	April-May 2022	
Casting Slips		1x White Stoneware liquid 20l 1x Earthenware 20l	April-May 2022	
Moulds		Ready-made commercial moulds for tableware • 20x cups and saucers • 20x mug moulds (2 different designs) • 10x bowl moulds (1 design) • 10x platter moulds (one design)	April-May 2022	
Enamels		15x Enamel Silver lustre – 1kg 15x Enamels Gold lustre - 200g	April-May 2022	@ Sourced Venue
Oxides		15x Manganese oxide (dark red to black) 1kg 15x Iron oxide (red) - 200g 15x Oxides - Copper oxides (green) 200g	April-May 2022	
Glazes		15x Pre-mixed transparent glaze (stoneware) 15x Pre-mixed transparent glaze (earthenware) 15x Ready mixed colour glazes - 5 colours at 1kg each colour (white/black/red/yellow/green)	April-May 2022	

Underglaze		15x 3 colours @ 1kg each	April-May 2022	
Printing of Accreditation	50 each	Tyvek wristbands with Joburg Logo and Arts, Culture and Heritage wording in the following colours:- Black; Yellow; Red; Green; Red; Orange; Gold & Silver	March 2022	2 Helen Joseph Street
Catering for Ceramic Product Development and Training Workshop	15 pax per day for 10 days	Breakfast Sandwich Platters Tea & Coffee Brown and White Sugar Fresh & Powder Milk 500ml Still Water 100% Fruit Juice (Jug) Cutlery and Crockery Lunch 100% 330ml Fruit Juice 330ml Assorted cool drinks 500ml Still Water Vegetarian Platter Meat Platter Savoury Platter Cutlery and Crockery Afternoon Tea Scones/Biscuits/Muffins Tea & Coffee Brown and White Sugar Fresh & Powder Milk	May 2022	

3.4 Programme/Event: Human Rights Month School's Programme
 Event Date: 25 March 2022
 Delivery Address: 193 Rosettenville Road, James Hall Museum of Transport, Johannesburg

Item	Quantity	Specification
Catering	50	Pre-packed lunch packs - (filled gourmet sandwiches on baguette bread – meat and vegetarian, 100% Canned Fruit Juice, Bottled Water, Potato Crisps and Fruit Yogurt

3.5 Programme/Event: Indaba My Children: book reading and storytelling
 Event Date: 13 April 2022
 Delivery Address: 991 Bochabelo Street, Central Western Jabavu, Soweto, 1809

Item	Quantity	Specification
Catering	60	Breakfast: sandwiches, muffins, fruit, tea, coffee, juice Lunch: Beef stew, chicken, starch, 2 vegetables, 2salads Assorted Beverages 300 ml sparkling drinks and 100% fruit juice Bottled Water (Still 80% and Sparkling 20%)

		Afternoon Tea: Tea and Coffee, Scones and Muffins
Equipment Hire	1 1 1 1 1 1 1	PA system Microphone stand; fixed microphone roving microphone Projector Projector Screen Laptop
Photographer	1 day	High quality photos
Videographer	1 day	High quality recording
Facilitator	1 for one day	A facilitator who is a writer and storyteller in indigenous languages To oversee and direct the programme for the day. To work together with the story tellers and spoken word artists on their feature in the programme throughout the day
Artist fees for Book Reading and Story-Telling	2 1	Processing of payments for:- - Storytellers who specialize in indigenous languages - One Spoken word artist to perform two items each in indigenous languages
Artwork and printing	10	Design and Printing of the following: - Programmes - Artworks of posters made of various book covers, illustrations and quotes written by Credo Mutwa - Printing of reading material - Presentations slides - Design and print of invitation letters and publicity posters
Frames and display stands	10 10	Framed A0 size posters of Credo Mutwa Book covers and display stands to be used for posters and artwork displayed at the venue Display stands for mounting of the A0 size posters
Accreditation tags	60	40 Participant 15 Staff 5 Artist
JOC compliance for Book reading and story telling	1	Safety Officer Grading EMS Application fee ILS Ambulance Cleaning Security COC

3.6 Programme/Event:

Children Art Classes

Deliver Address:

June 16 Memorial Acre, 25 Mphuthi Street, Central Western Jabavu,

Item	Quantity	Specification	Delivery Date
Art Teachers	2	Artists with a qualification and experience in teaching children art classes.	02/04/2022 to 25/06/2022
	30 boxes	Paint brush sets (medium)	
	30 boxes	Paint brush sets (large)	

Art Supplies	30 boxes	Pencils (HB)	ASAP
	10 boxes	A3 Sketch pads	
	5	Roll of paper(standard)	
	10	Fixative spray	
	2 x 20l	Acrylic paint(white)	
	15 x 2litres	Acrylic paint (yellow)	
	15 x 2litres	Acrylic Paint(green)	
	15 x 2litres	Acrylic Paint(Red)	
	15 x 2litres	Acrylic paint (blue)	
	10 boxes	Charcoal sticks	
	6 x 5litres	Paper glue	
	3 x rolls	Paper towels	
	30 boxes	Clamps	
	15 boxes	Scooping tools	
	30 boxes	Fabiano paper	
	30 boxes	A2 paper (white)	
	30	Pencils AB	
	40	Plastic Apron	
	30 boxes	Paint brushes Small	
	2	Lino Roll	
	6	Easel stands	
	6 rolls	Canvass fabrics	
	10	Lino Roller brush	
	40	Masonite	
	6	Spray Charcoal	
	40	Wood on canvass	
	30	Fabiano ink	
	1	Small grinder	
	3	Art bags	

3.7 Programme/Event: Indigenous Writers Workshop
 Event Date: 07 May 2022
 Delivery Address: Kiptown Museum

Item	Quantity	Specification	Delivery Date
Art Teachers	4	Qualified artists with training experience.	07/05/2022
Art Material		• Glue Pritt Ponal 5L x2 • Acrylic paint Home craft black 1 litre x2 • Acrylic paint home craft white heritage 1 L x 3 • Acrylic paint arc home craft berry red 1 L x3 • Acrylic paint home craft M Blue 1 L x 3 • Acrylic paint home craft true yellow heritage 1 L x3 • Paint brush set round pony hair 12pc x5 • Paint brush set 10pc x5	03/05/2022

		• Paint brush art set 528 carded x5 • Paint set water colour 18x12ml –kaibo kbw 1218-2 X 5 • Acrylic paint set 5x75ml reeves x10 • Pastel soft 12s full length Faber box set X10 • Sharpener metal double hole treeline X10 • Large glue pritt sticks 43g X10 • Eraser hi-pol small 48 X10 Ruler 30 cm clear interstant X10 • Palette paint knife no 2 X5 • Aquatex silkscreen ink 1L (Bright Red KGC) X3 • Aquatex silkscreen ink 1L (Bright green) X3 • Aquatex silkscreen ink (Black N) X3 • Aquatex silkscreen ink 1 L (Azure Blue TB) x3 • 5 LT Methylated spirits X3 • Linoleum board X25 • Large roll of Fabriano paper X6 • A4 paper X10 • A4 coloured paper pack X10 • Box set of graphite pencils X10 • Oil Pastels set X10 • Cleaning cloths X10 • Bath towels X10	
Catering		Lunch packs: Sandwiches , fruit , energy bar , crisps and a juice	07/05/2022

3.8 Programme/Event:

Event Date:

3 May 2022

Delivery Address:

991 Bochabelo Street, Central Western Jabavu, Soweto, 1809

Item	Quantity	Specification
Catering for Indigenous Writers Workshop	50	Breakfast: sandwiches, muffins, fruit, tea, coffee, juice Lunch: Chicken stew, fish 2 starch, 2 vegetables, 2salads Assorted Beverages 300 ml sparkling drinks and 100% fruit juice cans Bottled Water (Still 80% and Sparkling 20%) Afternoon Tea: Tea and Coffee, Scones and Muffins
Equipment Hire for Indigenous Writers Workshop (1 day event)	1 1 1 1 1 1 1 1	PA system Microphone stand; fixed microphone roving microphone Projector Projector Screen Flip Chart Flip Chart stand Laptop
Photographer	1 day	High quality photos
Videographer	1 day	High quality recording

Facilitators	2 for one day	1 facilitator who is well versed in the area of writing, with a particular focus on indigenous languages, can up-skill upcoming writers on all stages of the writing process leading to the development of a book 1 facilitator in the area of book publishing, can share extensive information with upcoming writers with the intention to publish their work Detailed resumes that include experience in writing and publishing sport is a minimum prerequisite
Printing for Indigenous Writers Workshop	50	- Printing of content booklet - Printing of presentations slides - Design and print of programmes - Design and print of invitation letters and publicity posters
Accreditation tags	70	50 Participant 20 Staff
JOC for Indigenous Writers Workshop	1	Safety Officer Grading EMS Application fee ILS Ambulance Cleaning Security COC

3.9 Programme/Event:**Public Art Tours****Delivery Date:****7 & 28 May 2022****Delivery Address:**

**The Wilds Nature Reserve, Houghton Drive, Houghton Estate,
Johannesburg**

Item	Quantity	Specification	Delivery Date
Coach and driver	1 return	52-Seater luxury touring coach with public address system, 2 outlet doors and toilet.	7 May 2022
Snack packs and soft drinks	52 snack packs 80 soft drinks	Snack packs containing: - roll with cheese and tomato - potato crisps - snack bar - Trail mix. Cooler box with ice. Juices and soft drinks to include still water 500ml, Liquifruit 330 ml and cool-drinks 330ml.	7 May 2022
Coach and driver	1 return	52-Seater luxury touring coach with public address system, 2 outlet doors and toilet.	28 May 2022
Snack packs and soft drinks	52 snack packs 1 cooler	Snack packs containing: - roll with cheese and tomato - potato crisps - snack bar	28 May 2022

	box with ice	- Trail mix. Cooler box with ice. Juices and soft drinks to include still water 500ml, Liquifruit 330 ml and cool-drinks 330ml.	
	80 soft drinks		

3.10 Programme/Event : Funda Arts Centre Art Economy Revival Workshop
 Event Date: 1st to 3rd of June 2022
 Delivery Address: 8642 Immink Dr, Diepkloof Zone 6, Diepmeadow, 1864

Item	Quantity	Specification	Delivery Date
Catering	50	Buffet Lunch 2 starch, 2 Protein 2 Vegetables, 1 Salad Assorted Beverages 300 ml sparkling drinks and 100% fruit juice Bottled Water (Still 80% and Sparkling 20%) Afternoon Tea: Tea and Coffee, Scones and Muffins	1-3 June 2022
Equipment Hire	1 1 1 1 1 1 1 1 1	PA system Microphone stand; fixed microphone roving microphone Projector Projector Screen Flip Chart Flip Chart stand Laptop	1-3 June 2022
Photographer	3 days	High quality photos	1-3 June 2022
Videographer	3 days	High quality recording	1-3 June 2022
Facilitator	1 for 3 days	Facilitator who is well versed in the area of the arts economy. To oversee workshop proceedings for the day. A good understanding of the value of arts production and able to relate the various arts industries. Detailed resumes that include experience in art development and marketing is a minimum prerequisite.	1-3 June 2022
Panelists/ presenters	3 (one panelist per day for 3 days)	Panelist and presenters from different art fields (Performance art, Craft and design, music) who work with the development and integration of art into the economy. Deliver presentations in their respective areas of expertise. Shed light on the current status, challenges and prospect of arts economy in South Africa. Detailed resumes that include experience in art development and marketing is a minimum prerequisite.	1-3 June 2022

Print and design	50	Workshop Programmes	1 June 2022
	50	Presentation slides	
	50	Workshop posters	
	50	Invitation letters	
	50	Publicity posters	
	50	Workshop handbook and guides	
Accreditation Tags	75	50 Participants 20 Staff 1 Facilitator 4 panelist	1 June 2022

3.11 **Programme/Event:** **Emerging Publishers Workshop**
Event Date: **7, 8 & 9 June 2022**
Delivery Address: **Museum Africa**

Item	Quantity	Specification
Workshop Facilitator	1 X 3 days	An incumbent that will provide emerging publishers with information, knowledge and skills on publishing platforms, including Editing, Market research, Platform building, Analytic, Formation of sales Goals, Trade publishing Vs academic publishing, and Endgame time Management.
Equipment	X 3 days	Laptop Projector Writing Chart Marking pens Small P. A. system
Videography services	X 3 days	High quality workshop recording
Photography Service	X 3 days	High quality workshop photos
Marketing and PR		Marketing and PR to market the programme on traditional and digital media. Media release Digital Poster
Catering for Emerging Publishers Workshop	20 pax for 3 days	Breakfast Tea and Coffee Lunch Buffet 2 starch 2 Protein 2 Vegetables 1 Salad 100% Fruit juice (500ml) 330ml Assorted Fizzy Drink Can Bottled Water (Still 80% and Sparkling 20%)

3.12 Programme/Event: 2nd June Conference
 Event Date: 12 June 2022
 Delivery Address: Hector Pieterse Museum

Item	Quantity	Specification	Delivery Date
Catering	70	Breakfast (tea, coffee, juice & scones)	12 June 2022
		Lunch (pap, rice or samp, veggies and meat, cold drinks, and water)	12 June 2022
Stationery	100 70 20 4	Pens and notepads Note pads Colour markers Flip charts and paper	3 June 2022
Transport	1	23 seater kombi	12 June 2022
PA System	1	Sound mixer, Microphones, 2x Speakers	12 June 2022
Conference Bags	7	One bag to contain a book	3 June 2022
Streaming	1	Video and photographs	12 June 2022

3.13 Programme/Event: Funda Arts Centre Theatre Production
 Event Date: 20 -24 June 2022
 Delivery Address: 8642 Immink Dr, Diepkloof Zone 6, Diepmeadow, 1864

Item	Quantity	Specification	Delivery Date
Catering	30	Beef platter Chicken platter Pastry platter Sausage platter Fish platter Bread platter Salad platter Vegetarian platter Assorted Beverages 300 ml sparkling drinks and 100% fruit juice Bottled Water (Still 80% and Sparkling 20%)	20 June 2022
	60	Pre- packed Lunch Packs: Sandwiches Muffins/pastry Fruit Assorted Beverages 300 ml sparkling drinks and 100% fruit juice Bottled Water (Still 80% and Sparkling 20%)	
Equipment Hire	1 1 1 1 1 1	PA system Microphone stand; fixed microphone roving microphone Projector Projector Screen	20 -24 June 2022

	1 1 1	Flip Chart Flip Chart stand Laptop	
Photographer	5 days	High quality photos	20 -24 June 2022
Videographer	5 days	High quality recording	20 -24 June 2022
Artistic Director with own instruments	1	Oversee all aspects of the theatre production from casting, script writing, stage management, rehearsals marketing and advertising of the production screening, performance dates and times Detailed resumes that include experience theatre production is a minimum prerequisite	20 -24 June 2022
Stage Performers		Experienced artists to perform in the theatre production produced by the artistic director, to be part of all rehearsals and live performances of the production. Comprehensive resume with experience required.	20 -24 June 2022
Producer and editor	1	Oversee all the production processes that lead to the release and streaming of the production. Comprehensive resume with experience required.	20 -24 June 2022
Social Media compiler	1	With appropriate ICT production technology and materials to share and stream theatre production to online social media platforms Comprehensive resume with experience required.	1 June 2022
Printing and design	100 50 250	Publicity Posters Scripts Programmes	1 June 2022
Advertising and Marketing	1	Advertising and marketing of the theatre production on all dates	1 June 2022
High resolution printed backdrops	20	Design and printing of high resolution backdrops in line with theatre production theme	1 June 2022
Accreditation tags		30 Performer 20 Staff 10 Project Manager	20 June 2022

3.14 Programme/Event: Intergenerational Dialogue
 Delivery Address: June 16 Memorial Acre, 25 Mphuthi Street, Central Western
 Jabavu,Soweto

Item	Quantity	Specification
Catering	60 people	100% Fruit Cocktail Juice 100% Clear Apple Juice; Bottled Still Water; Tea bags; Coffee; Brown Sugar Sachets; White Sugar Sachets; Coffee Creamer Sachets; Fresh Milk; Scones; Muffins; Sandwiches; Vegetarian Platter Chicken Platter Savoury Platter Beef Platter Cheese Platter
Equipment Hire	1	PA system with one (1) microphone stand; one (1) fixed microphone and one (1) roving microphone
Programme Director	1	A professional program director who is a member of the June 16 1976 veterans with facilitation skills.
	6	2 books per speaker(5) and 2 books for the program director
Entertainment	2	- Up and coming acapella group; - Up and coming poet

3.15 Programme/Event: Youth month – Veteran’s Day
 Event Date: 25 June 2022
 Delivery Address: June 16 Memorial Acre, 25 Mphuthi Street, Central Western
 Jabavu,Soweto

Item	Quantity	Specification
Catering	100	100% Fruit Cocktail Juice 100% Clear Apple Juice; Bottled Still Water; Tea bags; Coffee; Brown Sugar Sachets; White Sugar Sachets; Coffee Creamer Sachets; Fresh Milk; Scones; Muffins;

		Sandwiches; Vegetarian Platter Chicken Platter Savoury Platter Beef Platter Cheese Platter
Equipment hire	1	PA system with one (1) microphone stand; one (1) fixed microphone and one (1) roving microphone.
	2	PA system with one (1) microphone stand; one (1) fixed microphone and one (1) roving microphone
Stationery	6	1 books per speaker(5) and 1 books for the program director

3.16 Programme/Event: 20 Years – An Anniversary of the Hector Pieterse Museum
 Delivery Address: Hector Pieterse Museum & Memorial, 8287 Khumalo Street,
 Orlando West, Soweto, 1804

Birthday Celebration for Youth – 16 June 2022			
Item	Quantity	Specification	Delivery Date
Catering	300	Breakfast Scones (2/person) Tea (Sachets of sugar and stirrers)	16 June 2022
	300	Lunch (scholars) Hot Dog (Roll + Vienna) Fruit 100% fruit juice 330ml can Bottled still water	
	50	Lunch (Adults) Double burger Fruit 100% fruit juice 330ml can Bottled water	
Coordinators (EPWP)	10	Unemployed youth to guide participants	15 June 2022 (orientation)
Performers	6	From local youth clubs	15 June 2022 (Rehearsal)
Stage and Sound	1	Covered stage and Sound suitable for an audience of 300 including backline for live bands and sound engineer.	16 June 2022
Gala Dinner for Elderly - 16 June 2022			
Item	Quantity	Specification	Delivery Date
Catering	200	Full dinner @150 per person 3 kinds of variety: 50 x Savoury Rice, Grilled chicken, and Veggies 50 x Samp, Beef stew, and Veggies 20 x Savoury Rice,, Baked fish and Veggies Soft drinks (mixed with fizzy drink)s	16 June 2022
Entertainment	1	Jazz band (live)	

Stage and Sound	1	Uncovered indoor platform and sound system suitable for an audience of 200 including backline for live bands and DJ equipment	
Birthday Celebration for Children			
Catering	300	Breakfast Scones (2/person) Tea (Sachets of sugar and stirrers)	16 June 2022
	300	Lunch (scholars) Hot Dog (Roll + Vienna) Fruit 100% fruit juice 330ml can Bottled still water	
	50	Lunch (Adults) Double burger Fruit 100% fruit juice 330ml can Bottled water	
EPWP	10	Coordinators	15 June 2022 (orientation)
Performers	6	From local youth clubs	15 June 2022 (Rehearsal)
Stage and Sound	1	Covered stage and Sound suitable for an audience of 500 including backline for live bands and sound engineer.	16 June 2022
20 Years Book			
Item	Quantity	Specification	Delivery Date
Research	3	researchers	
Copyright		Copyright fees for work to be used.	
Text	4	Essays (4 writers)	
Design		Design manuscript for printing	
Launch			

3.17 Programme/Event: ECD History Programme
 Event Date: June 2022
 Delivery Address: Roodepoort Museum, Roodepoort Civic Centre, 100 Christiaan De Wet Road, Florida Park

Item	Quantity	Specification
Catering	100	Lunch Food Packs for (85) learners & (15) Teachers <u>Lunch:</u> (1) X Cheese & Tomato Sandwich. (1) Packet of Chips, 36 g ;(1) Muffin; (1) Fruit Stick; (1) Fruit & (1) x Fruit Juice, 160 ml
Stationery	(100) Printed Booklets	Full Colour, A3 folded to A4 printed Activity Sheets, printed on 180gms cardboard. (Artwork for the "Explore History 2: Making Toys" Activity sheets will be supplied by Roodepoort Museum staff by Wednesday, May 2022).

3.18 Programme/Event: Senior Citizens Day
 Event Date: June 2022
 Delivery Address: Roodepoort Museum & Dorothy Nyembe Centre

Item	Quantity	Specification	Delivery Date	Delivery address
Stationery	200	Printed Educational Resource Publications: (200) Full Colour, A4 printed Publications, 10 Pages, printed on 180gms cardboard. (Artwork for the “Influential People in Dobsonville” Publication will be supplied by Roodepoort Museum staff by March 2021)	May 2022	Roodepoort Museum Roodepoort Civic Centre 100 Christiaan De Wet Road Florida Park
Catering	25	Lunch Food Packs for (25) Senior Citizens. <u>Lunch:</u> (1) x Beef Stew (1) x Chicken Portions (2) x Starches (3) x Vegetables Side Dishes (2) X Salads. <u>Dessert:</u> (1) X Baked Pudding with ice cream and custard. (1) X Variety of Tartlets. (2) Fresh fruits. <u>Beverages:</u> (25) x Tea & Coffee (25) x Bottled Water (25) x Fruit Juice	June 2022	Dorothy Nyembe Centre, Dobsonville, Johannesburg
Coordinators	2	Pay (2) Coordinators: Mr Rapelang Simente & Mr Hazvinei Christopher Kanyungwe The Coordinators will assist the Roodepoort Museum with biographical interviews, research and photographic material sourcing for the Educational Resource Publication. Assist with facilitating, implementing and presenting the Senior Citizens Programme in Dobsonville.	May 2022	Paid into recipients banking accounts.

4) PRODUCT/SERVICE DELIVERY REQUIREMENTS

- Delivery costs are the responsibility of the awarded Supplier and must be included in bid pricing.
- It shall be the responsibility of the awarded Supplier to be aware of delivery days and receiving hours for all JCT locations. JCT shall not be responsible for any additional charges should the contractor fail to observe delivery days and receiving hours.
- Supplier shall deliver all supplies within the required turn-around time from date of approval. In the event the contractor is unable to comply with this time frame, the Supplier shall contact the

end-user (Arts, Culture and Heritage) immediately and obtain written approval to extend the delivery time.

- Supplier shall properly package and handle all items ordered under the resulting contract, in accordance with all applicable regulations.

5) PROJECT ADMINISTRATION

Upon being awarded a project, bidders are required to be responsible for project management and coordination which includes the arrangement of project meetings which may consist of various departments, municipal entities, project managers for each event and other stakeholders. A project steering committee shall be required for every project where the appointed service provider is required to make presentations and table proposals with regards to a project.

The bidder shall perform secretariat duties of minute taking and dissemination of minutes/meeting notes after each meeting. The bidder shall be expected to produce progress reports and submit them to the steering committee. The Project leader in the project will be responsible for ensuring that project deliverables are achieved in line with the project schedule and ensure that invoices are accompanied by project/ progress reports.

6) MANAGEMENT OF ASSIGNMENT

Once appointed, each professional will act as the service provider when a need arises for the particular service they have been appointed for. This implies that even when appointed as a professional service provider, it does not guarantee that the said service provider will be awarded any contract by the JCT.

Service providers must supply sufficient information in the respective service categories or category applied for. Bidders may make submissions to more than one category but ensure requirements can be fulfilled for categories being tendered for.

Service providers that wish to be appointed as professional service providers must:

- Demonstrate the professional qualifications of principal(s)/employed staff to be appointed.
- Demonstrate the professional experience of principal(s)/employed staff to be appointed.
- Respond to this request for proposal and ensure that all forms are completed in full, together with all annexures and signed by authorised representatives.
- Ensure that all details, as required in this request for proposal and forms are complete, that the furnished information is correct and that the required returnable documents are attached to the proposal. Incomplete applications will not be considered for appointment as service providers.
- Nominate a single point of contact that will be responsible for all deliverables stemming from the bid for the entire duration of contract. Submissions from service providers will be vetted through a compliance process to determine that all the required information is provided and correct and thereafter evaluated for capacity and capability to render services applied for as and when required.

To note:

- Applicants herein consent to any investigation the JCT deems necessary in validating any particulars presented in this request for proposal.

- The service provider will be removed as professional service providers if the required professional registration is not maintained, or for any other reason that causes the service provider to become ineligible after having been appointed.
- The appointment of each professional service provider will be valid for a period of 4 months. When a need arises for the particular service a “Request for Quotation” or “RFQ” will be issued to a specific service provider for a specific service or deliverable.

Each RFQ

- Will be agreed, finalised and signed by both the JCT and the service provider
- Set out deliverables, timeframes and maximum level of effort (budget) for the service provider will be agreed upon.
- Authorization of the service provider to commence with the provision of the requested service shall be granted.
- Payment will only be made for services rendered according to the RFQ.

7) BUSINESS & SKILLS DEVELOPMENT

All curation activities should be regarded as a platform to encourage local enterprise development, job creation and/or capacity building. Once commissions are awarded by the JCT, the sub-contracting of SMMEs, artists and labourers is completed through the primary JCT service provider. The primary service provider will be responsible for development, oversight, and project-management of the production of the artwork.

This includes:

- Development of a business and skills development programme that will inform the fair use and participation of local artists, labour, and SMMEs towards the implementation of the project
- The service provider must define, assess, and scope the programming opportunities and prepare and manage the briefings, procurement processes and contracts to commission these activities consultation with the local forum and project steering committee
- Ensuring programmes are delivered to specifications and deadlines • Providing technical advice and assistance to the SMME on issues
- Providing technical advice and assistance to the artists on issues such as material procurement
- Managing expenditure according to the approved production budget
- Assuring the quality of the work
- Consult other CoJ departments and entities to achieve all required approvals. For example, lighting approvals from City Power and way leave approvals from the Johannesburg Roads Agency.
- Compile Statistics, Evidence and Records of all local employment opportunities created, including local artists, fabricators, etc. In addition, record attendance numbers at public art activations, workshops and events.

8) EXPECTED OUTCOMES AND DELIVERABLES

- JCT will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the contractor or injury of his/her while on site or in the execution of their duties.
- The service provider will be held responsible for damages of the products that are delivered

- The contract would be entered into subject to the signing of the Service Level Agreement by both parties

9) CONDITIONS AND EVALUATION OF BIDS

Responses will be evaluated using a predefined set of evaluation criteria. The evaluation criteria are designed to reflect JCT requirements in terms of identifying a suitable service provider and to ensure the selection process is transparent and afford all bidders a fair opportunity for evaluation and selection. The following conditions of tender apply for this assignment: The bid will be evaluated on a three stage process.

ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- a) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- b) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to –
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- c) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
 - i) That was completed within the stipulated date and time as specified in the “Invitation to Bid” cover page.

STAGE 1 – ADMINISTRATIVE REQUIREMENTS

Bids that do not meet any one of the following criteria (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Invitation to Bid (MDB 1)
- Form of Offer (MBD 3.1)
- Declaration of Interest Form (MBD 4)
- Preference Claim Form (MBD 6.1)
- Declaration Certificate for Local Content (MDB 6.2)
- Declaration of Bidder’s past SCM practices (MBD 8)
- Certificate of Independent Bid Determination (MBD 9)
- B-BBEE Certificate or Sworn Affidavit
- Letter of good standing

- Valid SARS Pin
- Central Supplier Database (CSD) Registration Report (report should not be older than 30 days)
- rates & taxes statement (latest) indicating the firm's good standing with the municipality that the bidders head office is located and it must not be in arrears for more than 90 days
- Original Certified Copy of Company Registration Document
- ID copies of shareholders / directors and share certificates
- Rates and Taxes Invoice for All the Directors of the Company OR Original Certified Copy of Lease Agreement OR Affidavit Certified by the SAPS. (Not in arrears for more than 90 days)

NB: By providing us with your Personal Information, you consent to JCT processing your Personal Information, which JCT undertakes to process strictly in accordance with the section 18 informed consent document

NB: The bidder shall, where required in terms of the bid (bidders information) submit with the bid, certified copies of all certificates specified. All certified copies **must not be older than three months (90days)**

Administrative requirements [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

STAGE 2: FUNCTIONALITY

Sub – Criteria	Description	Score	
Proposal			
The service provider must provide Joburg Theatre with a proposal with the following headings:			
Number of years of relevant experience in the industry and in the proposed role	(Projects can include co-production with local communities, work with local artists and artisans, mapping and research related to public art, heritage and place making, public art programme development and implementation)	Evidence provided for 5 or more relevant projects	50
	Evidence Required for Scoring:	Evidence provided for 3 - 4 relevant projects	30
	A project will ONLY be counted if the following details are provided: 1. Project Start Date and Project Completion Date 2. Project Name 3. Project Location 4. Project Funder/Client 5. Project Purpose 6. Role and Services provided by the Curator in his/her personal capacity or of the company	Evidence provided for 1 - 2 relevant projects	10
Portfolio Evidence	Maximum 2-Page project portfolio showing final works/outcomes (e.g., photos and/or sample extract of close-out document) Maximum 2 pages of evidence showing the nature of stakeholder engagement activities undertaken as part of the project (e.g., photos, letters of confirmation from clients/ surveys/ questionnaires, advertisements, or invitations etc.). This can also include engagements involving artists and artisans.	30	

References For Completed Projects	References must be on client letterhead or document stamped and signed by the client and must include the name / description of the project, it must confirm the service rendered, the value of the contracted works, the date completed and a comment of the level of satisfaction with the service.	Evidence provided for 5 or more relevant projects	20	20
	References must be for projects listed above under project experience, and relevant to this project only.	Evidence provided for 3 - 4 relevant projects	10	
	*Appointment letters, Purchase Orders etc. will NOT be considered as references. If any of the required information is not contained in the reference, then zero points will be awarded	Evidence provided for 1 - 2 relevant projects	5	
Total			100	

STAGE 3: PRICE AND PREFERENCE POINTS EVALUATION

Stage 3 will be evaluated on 80/20 Preference Point System (i.e. 80 points on Price and 20 points on B-BBEE).

Evaluation Using the 80/20 Preference Points System

- 1) **Price** [Weighted score 80 points]:

Joburg City Theatres will utilize the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

- 2) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]
 ▪ B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [MBD6.1]

SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

EVALUATION CRITERIA	FINAL WEIGHTED SCORES
Price	80
BBBEE Scorecard	20
TOTAL SCORE	100

10)GENERAL

- The quotation must be valid for 90 days from closing date.

- Quotation prices must include delivery and all equipment related to the successful completion of job.
- JCT is not bound to accept any tender and reserves the right to take up all or a part of the bid.

11)SERVICE LEVELS

- An experienced account representative(s) is required to work with Joburg City Theatres' Supply Chain Management department. Additionally, there shall be a minimal number of people, fully informed and accountable for the agreement.
- Joburg City Theatres will have regular reviews with the Service Provider's account representative on an on-going basis.
- Joburg City Theatres reserves the right to request that any member of the Service Provider's team involved on the Joburg City Theatres account be replaced if deemed not to be adding value for Joburg City Theatres.
- The Service Provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
 - a) Random checks on compliance specifications
 - b) On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated service level requirements will give Joburg City Theatres the right to cancel the contract in whole, without penalty to Joburg City Theatres, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES	
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NO	
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12) SUMMARY: POST TENDER NEGOTIATIONS

Joburg City Theatres reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Joburg City Theatres conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Joburg City Theatres based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
3. The bidder (Name) Hereby grants Joburg City Theatres Permission to use the following TAX COMPLIANCE STATUS PIN NO With reference to the following Tax reference Number.....
4. The bidder (Name)Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to JCT on an on-going basis during the Contract Term.
5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide JCT authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and
8. A bidder, who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____ DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

WITNESS 1 _____ DATE: _____

WITNESS 2 _____ DATE: _____

SECTION 3

PRICING AND DELIVERY SCHEDULE

*Respondents are required to complete and submit **Annexure B – Pricing Schedule**.*

Please note that you must submit with your Proposal:

- (i) a signed, dated and stamped PDF file - Annexure B;

1. Notes to Pricing

- a. Please indicate your total bid price here: R..... (compulsory)
- b. **Important:** It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.
- c. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilize a different format. **Deviation from this pricing schedule could result in a bid being declared non responsive.**
- d. Prices quoted must be held valid for a period of **90 [NINETY] days** from closing date of this Bid
NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- e. Please note that should you have offered a discounted price(s), Joburg City Theatres will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f. Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----
- g. **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.
- h. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)
- i. The bidder must supply a **detailed quote as an annexure** with the full specs of the hardware quoted on to this quote. Failure to meet any of the specifications will result in the bid not being considered

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution is not jeopardised by an uneconomic bid price.

QUOTATION FORM

I/We _____ hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Joburg City Theatres; and
- Any other standard or special conditions mentioned and/or embodied in this bid document.

I/We accept that unless Joburg City Theatres should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Joburg City Theatres' acceptance thereof shall constitute a binding contract between Joburg City Theatres and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Joburg City Theatres may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Joburg City Theatres in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required:

#	Workshops/Conferences/Theatre Productions	Amount
1	Emerging Publishers Workshop	
2	Funda Centre Multidisciplinary Art	
3	Human Rights Month Schools Workshop	
4	Indigenous Writers and Storytelling Workshop	
5	20 Years Anniversary of Hector Peterson Museum & Memorial & 2nd June 16 Conference	
6	Ceramic Development and Training Workshop	
7	Gerald Sekoto Youth Festival	
8	June 16 Veterans Day	
9	Public Art Tours	
10	Dance Extravaganza	
11	Theatre Sport and Therapy	
12	Senior Citizens Day	
13	ECD History Programme	
14	Children Arts Classes	

15	Youth Connect	
16	Intergenerational Dialogues	
17	Fuba Oral History Dialogue	
SUBTOTAL (excl. VAT)		
VAT		
TOTAL (Incl. VAT)		

NB: It will be in the best interest of the bidder to base his bid with full and comprehensive information to ensure that the final solution is not jeopardised by an uneconomic bid price.

Note:

- a) In case of discrepancy between unit and total prices, the unit price shall prevail.
- b) All prices must be inclusive of VAT, Transport, Delivery and Handling Charges
- c) All Prices must be quoted in South African Rand, inclusive of VAT
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this bid, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated in **Section 2, (Conditions and Evaluation of bids)** and Joburg City Theatres will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED _____

DATE _____

PRINT NAME _____

DESIGNATION _____

SECTION 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* YES / NO

3.6.1 If so, furnish particulars

.....

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.....

.....

3.8 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

* MSCM 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.

3.8.1 If so, furnish particulars

.....

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

3.9.1 If so, furnish particulars.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES/ NO**

3.10.1If so, furnish particulars

.....

3.11Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1If so, furnish particulars.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- g) **“consortium or joint venture”** 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;
- h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- l) **“non-firm prices”** means all prices other than “firm” prices;
- m) **“person”** includes a juristic person;
- n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- p) **“sub-contract”** means the primary contractor’s assigning, leasing, 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;
- q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- r) **“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; and
- s) **“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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1 7.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
 9.2 VAT registration number:.....
 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:
 Registered Account Number:
 Stand Number:.....

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

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of JCT that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, JCT 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

DATE

ADDRESS

.....

.....

.....
Signature of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2 That only locally produced or locally manufactured goods as per specified threshold by National Treasury for local production and content will be considered; and
- 1.3 That the exchange rate to calculate local production and content must be the exchange rate published by the South Africa Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6 A bid may be disqualified if –
 - a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency US	Rates of exchange
Dollar	
Pound	
Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),do hereby declare,

in my capacity as of

.....(name of bidder entity), the following:

- a. The facts contained herein are within my own personal knowledge.
- b. I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- c. The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- d. I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- e. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula	EU	GBP
------	----	-----

[illegible]

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

Date: _____

Annex D

ESSENTIAL RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No:	PQ09/JM
(D2)	Tender description:	Supply and delivery of writing consumables in the Port of Durban on as/as and when required "basis for a period of thirty days"
(D3)	Dedicated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	ZAR R 9,00 GBP R 12,00

Notes: VRT to be excluded from all calculations.

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
									(D19) Total exempt imported value		B. 0

(D14) Total exempt imported value	R 0
-----------------------------------	-----

This total must correspond with
Area C - C.21

B. Imported directly by the Tenderer

[illegible]

(D2) Total Imported value by tenderer	R 0
---------------------------------------	-----

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D)(5) Total imported value by 3rd party	R 0
--	-----

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(052) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

This total must correspond with
Annex C - C.23

Signature of tenderer from Annex B

Annex E

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	PD21/05	Note: VAT to be excluded from all calculations
(E2) Tender description:	Servicing, fault finding and supplying of material to the navigational and comm	
(E3) Designated products:		
(E4) Tender Authority:		
(E5) Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R O

(E10) Manpower costs	(Tenderer's manpower cost)	R O
(E11) Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R O
(E12) Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R O
(E13) Total local content		R O

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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 taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity'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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court 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 to 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 TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1) This 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 00230/22: Service Provider for the Coordination and Facilitation of Workshops

In response to the invitation for the bid made by:

JOBURG THEATRE (SOC) LTD t/a JOBURG CITY THEATRES

(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:

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.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION 5:

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

8 May 2007

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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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the 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 organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

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

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

16. Payment

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the 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 supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the 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 or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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.

31. Notices

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

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

32. Taxes and duties

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

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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.