CAPE TOWN STADIUM

TENDER NO: 323I/2022/23

THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.

CONTRACT PERIOD: FROM 01 JULY 2023 UNTIL 30 JUNE 2026

CLOSING DATE:	**12 May 2023**
CLOSING TIME:	**10:00am**
TENDER BOX NUMBER:	**126**

TENDER FEE: **R 200.00** Non-refundable tender fee payable to CTS for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

BIDDER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	
TOTAL BID PRICE (Incl. VAT)	

ISSUED BY:

Cape Town Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051

TENDER SERIAL NO.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
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(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	06 April 2023
CLARIFICATION MEETING	:	Not compulsory, but strongly recommended.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	**Tuesday 18th April 2023,** at the DHL Stadium, Fritz Sonnenberg Road, Cape Town, Entrance Gate 00, Parking Level 01, Foyer A, 1st Floor South Conference Room **at 09:00 to 10:00**
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the City of Cape Town, **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) Completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the "**TENDER NO. 323I/2022/23: THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM**", the CTS tender box No **126** and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
CTS TENDER REPRESENTATIVE (TECHNICAL)	:	**Vuyolwethu Gabelana**
CTS TENDER REPRESENTATIVE (ADMINISTRATIVE)	:	**Blake D'Oliveira**
Email	:	Blake.DOliveira@capetown.gov.za

(2) CONDITIONS OF TENDER

Clause	Description
1.	**General**
1.1.	Actions
1.1.1	The Cape Town Stadium (RF) SOC Limited (CTS) and each bidder submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations. The parties agree that this tender and its acceptance shall be subject to the supply chain management policy of CTS. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the Supplier, and/or the exercise by CTS of any other remedies available to it.
1.1.2	The CTS, the bidder and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CTS shall declare any conflict of interest to CTS at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
1.1.3	The CTS shall not seek, and a bidder shall not submit a tender, without having a firm intention and capacity to proceed with the contract.
1.2	Interpretation
1.2.1	The additional requirements contained in the returnable documents are part of these Conditions of Tender.
1.2.2	These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.
1.3	Communication during tender process
1.3.1	Verbal or any other form of communication, from the CTS, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CTS, unless communicated by the CTS in writing to suppliers by its Manager: Supply Chain Management or his nominee.
1.4	The CTS's right to accept or reject any tender offer
1.4.1	The CTS may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CTS may, prior to the award of the tender, cancel a tender if: a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received; or d) there is a material irregularity in the tender process. The CTS shall not accept or incur any liability to a bidder for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.
1.5	Procurement procedures
1.5.1	Unless otherwise stated in the tender conditions, a contract will be concluded with the bidder who scores the highest points, for price and preference, in accordance with Schedule 3.
1.6	Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court
1.6.1	Disputes, objections, complaints and queries: In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005) and the SCM Policy of the CTS: a) Persons aggrieved by decisions or actions taken by the CTS in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

Clause	Description
1.6.2	Appeals: a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CTS, may appeal against that decision by giving written notice of the appeal and reasons to the CTS/Chief Executive Officer within 21 days of the date of the notification of the decision. b) An appeal must contain the following: i. Must be in writing ii. It must set out the reasons for the appeal iii. It must state in which way the Appellant's rights were affected by the decision; iv. It must state the remedy sought; and v. It must be accompanied with a copy of the notification advising the person of the decision
1.6.3	Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000: The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).
1.6.4	All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to: **The CEO CTS**: C/o the Manager: Supply Chain Management **Via hand delivery at:** CTS Stadium, Fritz Sonnenberg Road Green Point 8051 **Via email at:** blake.doliveira@capetown.gov.za
1.6.5	All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to: **The CEO CTS:** Office of the Chief Executive Officer **Via hand delivery at**: CTS Stadium, Fritz Sonnenberg Road Green Point 8051 **Via email at:** lesley.dereuck@capetown.gov.za
1.7	National Treasury Web Based Central Supplier Database (CSD) Registration
1.7.1	Bidders are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Bidders must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. Bidders who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za. It is each bidder's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.
1.8	City of Cape Town (CCT) Supplier Database Registration
1.8.1	Bidders are required to be registered on the CCT Supplier Database as a service provider. Bidders must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. Bidders who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration). It is each Bidder's responsibility to keep all the information on the CCT Supplier Database updated.
2.	**Bidder's obligations**
2.1	Responsiveness Criteria
2.1.1	Bidders are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.
2.1.1.1	Submit a tender offer:

Clause	Description
	Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CTS, by whom the offer has been made and what the offer constitutes, will be declared responsive.
2.1.1.2	Compliance with requirements of CTS SCM Policy and procedures adopted by CTS: Only those tenders that are compliant with the requirements below will be declared responsive: a) Full name of tendering entity to be provided; b) Identification number or company or other registration number to be provided; c) Tax reference number to be provided; d) VAT registration number (if any) to be provided; e) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed); f) A copy of the partnership / joint venture / consortium agreement to be provided. g) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed); h) A completed Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed); i) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed); j) The bidder (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy, k) The bidder's tax matters with SARS are in order; l) The bidder is not an advisor or consultant contracted with the CTS, m) The bidder is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee. n) The bidder should be in possession of a certificate issued by the Private Security Regulatory Authority (PSIRA), if applicable and only required for security tenders.
2.1.1.3	Minimum score for functionality: Only those tenders submitted by bidders who achieve the minimum score for functionality, as stated in Schedule 13, will be deemed responsive. The description of the functionality criteria and the maximum possible score for each is detailed in Schedule 13. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria. The minimum qualifying score for functionality is **60 points** out of a maximum of 100 points. Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture. Bidders shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information IN THIS TENDER SUBMISSION could result in the bidder not being able to achieve the specified minimum scoring. Bidders shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

Clause	Description
2.2	Cost of tendering
2.2.1	The CTS will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
2.3	Check Documents
2.3.1	The documents issued by the CTS for the purpose of a tender offer are listed in the index of this tender document. Before submission of any tender, the bidder should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the bidder must apply to the CTS at once to have the same rectified.
2.4	Confidentiality and copyright of documents
2.4.1	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CTS only for the purpose of preparing and submitting a tender offer in response to the invitation.
2.5	Reference documents
2.5.1	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
2.6	Acknowledge and comply with notices
2.6.1	Acknowledge receipt of notices to the tender documents, which the CTS may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the bidder shall be deemed to have received such notices if the CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.
2.7	Clarification meeting
2.7.1	Attend, where required, a clarification meeting at which bidders may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information. Bidders should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
2.8	Seek clarification
2.8.1	Request clarification of the tender documents, if necessary, by notifying the CTS at least 5 working days before the closing time stated in the General Tender Information.
2.9	Pricing the tender offer
2.9.1	Comply with all pricing instructions as stated on the Price Schedule.
2.10	Alterations to documents
2.10.1	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CTS, or necessary to correct errors made by the bidder. All signatories to the tender offer shall initial all such alterations.
2.11	Alternative tender offers
2.11.1	No Alternative offers will be considered.
2.12	Submitting a tender offer
2.12.1	Submit one tender offer only on the original tender documents as issued by the CTS, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CTS together with all Returnable Schedules duly completed and signed will be declared responsive.
2.12.2	Return the entire document to the CTS after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
2.12.3	Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English

Clause	Description
2.12.4	Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories the lead partner is.
2.12.5	Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CTS's address and identification details stated in the General Tender Information, as well as the bidder's name and contact address.
2.12.6	Seal the original tender offer and copy packages together in an outer package that states on the outside only the CTS's address and identification details as stated in the General Tender Information.
2.12.7	Accept that the CTS shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
2.12.8	Accept that tender offers submitted by facsimile or e-mail will be rejected by the CTS, unless stated otherwise in the tender conditions.
2.12.9	By signing the offer part of the Form of Offer (Section 2, Part A) the bidder warrants that all information provided in the tender submission is true and correct.
2.12.10	Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box (as detailed in Section 1, Page 3 of this tender document). If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
2.12.11	The bidder must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Bidder**.
2.13	Information and data to be completed in all respects
2.13.1	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CTS as non-responsive.
2.14	Closing time
2.14.1	Ensure that the CTS receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.
2.14.2	Accept that, if the CTS extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
2.14.3	Accept that, the CTS shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
2.15	Tender offer validity and withdrawal of tenders
2.15.1	Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CTS at any time for a period of 120 days after the closing date stated on the front page of the tender document.
2.15.2	Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CTS for a period of six (6) months after the expiry of the original validity period unless the CTS is notified in writing of anything to the contrary by the bidder (including any further conditions) by the bidder. Any further conditions introduced by the supplier will be considered at the sole discretion of the CTS.
2.15.3	A bidder may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CTS after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the bidder agrees that: a) it shall be liable to the CTS for any additional expense incurred or losses suffered by the CTS in having either to accept another tender or, if new tenders have to be invited, the additional

Clause	Description
	expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender; b) the CTS shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the bidder under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CTS shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
2.16	<u>Clarification of tender offer, or additional information, after submission</u>
2.16.1	Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CTS during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of bidders or substance of the tender offer is sought, offered, or permitted. Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the CTS elect to do so. Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CTS's written request will render the tender non-responsive.
2.17	<u>Provide other material</u>
2.17.1	Provide, on request by the CTS, any other material that has a bearing on the tender offer, the bidder's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CTS for the purpose of the evaluation of the tender. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CTS's request, the CTS will regard the tender offer as non-responsive.
2.17.2	Provide, on written request by the CTS, where the transaction value inclusive of VAT exceeds R 10 million: a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing; b) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; c) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
2.17.3	Bidders undertake to fully cooperate with the CTS's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CTS.
2.18	<u>Samples, Inspections, tests and analysis</u>
2.18.1	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications. If the Specification requires the bidder to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification. If such samples are not submitted as required in the bid documents or within any further time stipulated by the CTS in writing, then the bid concerned may be declared non-responsive.
2.19	<u>Certificates</u>
2.19.1	The bidder must provide the CTS with all certificates as stated within this tender document.

Clause	Description
2.19.2	Evidence of tax compliance Bidders shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.1.1.2. The bidder must also provide its Tax Compliance Status PIN number on the Details of Bidder pages of the tender submission. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate. Before making an award the CTS must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the CTS, within the time period stated in the notice, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CTS via CSD or e-Filing. The CTS must reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein. Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the Details of Bidder pages of the tender submission, are not required to register for a tax compliance status with SARS.
2.20	Compliance with Occupational Health and Safety Act, 85 of 1993
2.20.1	Bidders are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Bidder shall submit upon written request to do so by the CTS, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.
2.21	Claims arising from submission of tender
2.21.1	The bidder warrants that it has: a) inspected the Specifications and read and fully understood the Conditions of Contract, b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract, c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby, d) requested the CTS to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Bidder, and e) received any notices to the tender documents which have been issued in accordance with the CTS's Supply Chain Management Policy. The CTS will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.
3.	**The CTS undertakings**
3.1	Respond to requests from the bidder
3.1.1	Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.
3.1.2	The CTS's representative for the purpose of this tender is stated on the General Tender Information page.
3.2	Issue Notices

Clause	Description
3.2.1	If necessary, issue notices that may amend or amplify the tender documents to each bidder during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a bidder applies for an extension to the closing time stated on the front page of the tender document, the CTS may grant such extension and, shall then notify all bidders who drew documents. Notwithstanding any requests for confirmation of receipt of notices issued, the bidder shall be deemed to have received such notices if the CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.
3.3	Opening of tender submissions
3.3.1	Unless the two-envelope system is to be followed, open tender submissions in the presence of bidders' agents who choose to attend at the time and place stated in the tender conditions. Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.
3.3.2	Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each bidder whose tender offer is opened and, where possible, the prices and the preferences indicated.
3.3.3	Make available a record of the details announced at the tender opening meeting on the City of Cape Town's website (http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.)
3.3.4	Make available the pricing schedules upon written request.
3.4	Two-envelope system
3.4.1	Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of bidders' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each bidder whose technical proposal is opened.
3.4.2	Evaluate the quality of the technical proposals offered by bidders, then advise bidders who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals were non responsive.
3.5	Non-disclosure
3.5.1	Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful bidder.
3.6	Grounds for rejection and disqualification
3.6.1	Determine whether there has been any effort by a bidder to influence the processing of tender offers and instantly disqualify a bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
3.7	Test for responsiveness
3.7.1	Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
3.7.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CTS's opinion, would: a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or b) significantly change the CTS's or the bidder's risks and responsibilities under the contract

Clause	Description
	Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.
3.8	Arithmetical errors, omissions and discrepancies
3.8.1	Check the responsive tenders for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the Price Schedule; or c) arithmetic errors in: i. line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or ii. the summation of the prices; or iii. calculation of individual rates.
3.8.2	The CTS must correct the arithmetical errors in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the unit rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the tendered total of all prices shall govern and the bidder will be asked to revise the unit rates. Consider the rejection of a tender offer if the bidder does not correct or accept the correction of the arithmetical error in the manner described above.
3.8.3	In the event of tendered rates or lump sums being declared by the CTS to be unacceptable to it because they are either excessively low, or not in proper balance with other rates or lump sums, the bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CTS is still not satisfied with the tendered rates or lump sums objected to, it may declare the tender as non-responsive.
3.9	Clarification of a tender offer
3.9.1	The CTS may, after the closing date, request additional information or clarification from bidders, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer. Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CTS's written request will render the tender non-responsive.
3.10	Evaluation of tender offers
3.10.1	General
3.10.1.1	Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.
3.10.1.2	For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows: a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages. b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.

Clause	Description
	c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders. d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CTS will check all quoted rates against those supplied by its own bank). e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one. f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).
3.10.2	Decimal places
3.10.2.1	Score financial offers, preferences and functionality, as relevant, to two decimal places.
3.10.3	Scoring of tenders (price and preference)
3.10.3.1	Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the Price Schedule (Part 3): a) based on the sum of the prices/rates in relation to a typical works project.
3.10.3.2	Points for preference will be allocated in accordance with the provisions of Preference Schedule (Schedule 3).
3.10.3.3	The terms and conditions of Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.
3.10.4	Risk Analysis
3.10.4.1	Notwithstanding compliance with regard to any requirements of the tender, the CTS will perform a risk analysis in respect of the following: a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) the bidder's ability to fulfil its obligations in terms of the tender document, that is, that the bidder can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CTS reserves the right to consider a bidder's existing contracts with the CTS in this regard. No bidder will be recommended for an award unless the bidder has demonstrated to the satisfaction of the CTS that he/she has the resources and skills required.
3.11	<u>Negotiations with preferred bidders</u>
3.11.1	The CTS may negotiate the final terms and pricing of a contract with bidders identified through a competitive tendering process as preferred bidders, provided that such negotiation: a) does not allow any preferred bidder a second or unfair opportunity; b) is not to the detriment of any other bidder; and c) does not lead to a higher price than the tender as submitted. If negotiations fail to result in acceptable pricing and/or contract terms, the Chief Executive Officer (CEO) (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked bidder for negotiations. The original preferred bidder should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked bidder for negotiations, the failed earlier negotiations may not be reopened by the CTS. Minutes of any such negotiations shall be kept for record purposes.

Clause	Description
	The provisions of this clause will be equally applicable to any invitation to negotiate with any other bidders. In terms of the CTS Preferential Procurement Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any acceptable tender.
3.12	<u>Acceptance of tender offer</u>
3.12.1	Notwithstanding any other provisions contained in the tender document, the CTS reserves the right to: a) Accept a tender offer which does not, in the CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document. b) Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CTS is not obliged to accept the lowest or any tender. c) Accept the tender offer, only if in the opinion of the CTS, the bidder: i. can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document, ii. does not pose any material risk to the CTS, iii. is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.
3.13	<u>Prepare contract documents</u>
3.13.1	If necessary, revise documents that shall form part of the contract and that were issued by the CTS as part of the tender documents to take account of: a) notices issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the CTS and the successful bidder.
3.13.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
3.14	<u>Notice to successful and unsuccessful bidders</u>
3.14.1	Before accepting the tender of the successful bidder the CTS shall notify the successful bidder in writing of the decision of the CTS's Bid Adjudication Committee to award the tender to the successful bidder. No rights shall accrue to the successful bidder in terms of this notice
3.14.2	The CTS shall, at the same time as notifying the successful bidder of the Bid Adjudication Committee's decision to award the tender to the successful bidder, also give written notice to the other bidders informing them that they have been unsuccessful.
3.15	<u>Provide written reasons for actions taken</u>
3.15.1	Provide upon request written reasons to bidders for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or might prejudice fair competition between bidders.

(3) DETAILS OF BIDDER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other: ……

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address **(Chosen domicilium citandi et executandi)**	Postal Code _____
Contact details of the person duly authorised to represent the bidder	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone:_____ E-mail address:_____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

(4) FORM OF OFFER AND ACCEPTANCE

THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.

PART A (TO BE FILLED IN BY BIDDER):

2.1 Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the bidder")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory) _____

duly authorised to act on behalf of the bidder in his capacity as: (title/ designation) _____

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance,* the bidder:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to bidders issued by the Cape Town Stadium (RF) SOC Limited;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to render all or any of the services described in the tender document to the Cape Town Stadium (RF) SOC Limited in accordance with the:
- **4.1** terms and conditions stipulated in this tender document;
- **4.2** specifications stipulated in this tender document; and
- **4.3** at the prices as set out in the Price Schedule.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

_____
Signature(s)

_____
Print name(s):
On behalf of the bidder (duly authorised)

_____
Date

INITIALS OF CTS OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.

PART B (TO BE FILLED IN BY CAPE TOWN STADIUM (RF) SOC LIMITED)

By signing this *Form of Offer and Acceptance* the CTS (also referred to as the 'Purchaser'):

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL BIDDER, ALSO REFERRED TO AS THE "SUPPLIER") _____** _____ , thereby concluding a contract with the supplier for a contract period commencing on 01 July 2023 and terminating on 30 June 2026;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT_____ON THIS THE_____DAY OF_____20_____
(PLACE) (DD) (MM) (YY)

_____
Signature(s) and stamp of
The CEO of Cape Town Stadium (RF) SOC Ltd

_____
Print name(s):
(duly authorised in terms of the Authorities Framework as approved by Board of Directors, Cape Town Stadium (RF) SOC Ltd).

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CAPE TOWN STADIUM (RF) SOC LTD)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CTS before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject . . . . . .

Details . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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4 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

By the duly authorised representatives signing this agreement, the CTS and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the CTS during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICING INSTRUCTIONS

1. Prices must be quoted in South African currency, with VAT being displayed separately on the Pricing Schedule and invoices (if applicable).

2. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

3. All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the bidder's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

4. All prices shall be tendered in accordance with the units specified in the Pricing Schedule.

5. Where a value is given in the Quantity column, a Rate and Price (i.e, the product of the Quantity and Rate) is required to be inserted in the relevant columns.

6. A price must be entered against all items as per the section in the Price Schedule. **An item against which no rate is entered (i.e. the line item is left blank or scratched through) may be interpreted as no offering having been submitted and will deem the entire offer as non-responsive. Where bidders offer a service/goods at a zero-rate, this must be clearly indicated *in the applicable line item (e.g. stating "0" or "NIL" or "Included"), i.e. that there is no charge for that item.**

7. Prices tendered below shall be subject to adjustment in accordance with **Schedule 8.** Firm prices will not be considered for the duration of the Contract and the tender will be declared non-responsive unless in accordance with Schedule 8.

8. Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 5 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

9. Financial / Prices tendered below shall be FIRM in terms of volume discount on wholesale prices per category for the duration of the contract.

10. The Rights Fee will be fixed for the first twelve (12) months and then subject to annual CPIX until the end of the Contract.

11. The CTS intends to appoint one (1) Service Provider only per category.

12. The LDA Partner/s shall be used for the majority of events hosted at the CTS, with CTS reserving the right not to use in the event the stadium is rented as a "clean stadium" or in times of conflict between event organisers sponsors at certain events.

13. Spectator numbers stated in the Pricing Schedule are for evaluation purposes only. The appointed bidder/s can in no way hold CTS liable for this estimated value in the evaluation, award and implementation of the tender/contract.

14. Evaluation of the financial offer will be based on annual rights fee only

15. "Sales turnover" is calculated on the value of invoicing between the LDA and CTS Concessionaire or CTS Hospitality and Conference Service Provider (as applicable). CTS will charge 15% VAT on the final percentage payable to it by the appointed bidder.

INITIALS OF CTS OFFICIALS		
1	2	3

(5) PRICING SCHEDULE

Item	Description	Unit	Contribution Tendered Rate (amount excluding VAT) payable to the Cape Town Stadium
1	Rights Fee	Annually	R
2	Percentage payable on sales turnover on all business generated at stadium on a monthly basis	Monthly	**7.5%**

Note: The maximum mark up between the wholesale price and the price at which the Liquor Distribution Agent sells to either the Hospitality Partner or Concessionaire for general public sales will be no more than 80% of the wholesale product price on average. Any percentage contribution or rights fee to CTS must be taken into consideration as part of this maximum mark up. (For example – wholesale price is R100. Price to concession is maximum R180. Supplier will pay CTS 7.5% or R12.75 of the R170. Sum excludes vat and is for illustration purposes only)

INITIALS OF CTS OFFICIALS		
1	2	3

(5) SPECIFICATION(S)

1. INTRODUCTION

Cape Town Stadium (RF) SOC Limited (CTS) is the Municipal Entity responsible for the operations of the DHL Stadium. Part of the responsibility of CTS is the commercialisation of DHL Stadium. As part of this initiative, CTS has put in place a commercial framework for the delivery of services at DHL Stadium including the Municipal Entity footprint and where applicable, the broader Green Point Precinct as depicted in Annexure 8. This framework includes event day services and non-event day services.

While each tender will be awarded separately, there is an interdependence between the tenders and that of the operational services providers appointed by CTS. The service providers will be required to work together in the delivery of service at DHL Stadium.

CTS prides itself in offering a world class service and expects any service provider with whom it contracts to offer the same standard of service to its stakeholders and clients.

All events hosted at the DHL Stadium are required to be SASREA compliant and in turn any service provided within this contract will be required that it is compliant to SASREA and any other applicable by-laws or legislation

2. SCOPE OF WORK

2.1 General

The CTS hosts around 40 bowl events each year.

Aside from the bowl events, the CTS has a number of areas that are utilized for ad hoc events in and around the stadium that are attended by the general public.

The estimated number of events for the coming 3 years is reflected in Annexure 9.

CTS reserve the right to make use of other service providers and may elect to offer the stadium as a “clean stadium” either wholly or in part, thus enabling the client to utilize their own preferred suppliers. This must be taken into account by the bidder.

The **Liquor Distribution Agent shall** be used for the majority of events hosted at the CTS, with the CTS reserving the right not to use the services of the agent in the event or a “clean stadium or partially clean stadium” event.

CTS will provide suitable, space for the storage of liquor in a central area, however the safe keeping of product is the responsibility of the LDA

Liquor License

The liquor license for the CTS is held by CTS and currently covers specific areas including the podium, hospitality areas, the podium and current kiosks for liquor sales.

Pouring rights partners will be secured for beer and cider, certain spirits and wine.

The service provider appointed for this contract will be required to liaise directly between the pouring rights partners and themselves as the Liquor Distribution Agent or other appointed service provider of the stadium such as hospitality and conferencing service provider.

In the absence of a pouring rights partner for any category, the LDA will be able to recommend suppliers who are able to provide the service to the CTS. In such a situation the LDA will ensure that it negotiates an appropriate turnover on behalf of CTS.

Association to DHL Stadium

The successful bidder will have the right to associate to DHL Stadium in relation to the scope of this tender. Such association may include the wording “Official supplier/product supplier/service provider to the DHL Stadium”.

The association rights do not include permanent or temporary branding in and around the stadium and are limited to those rights specified in this tender document.

The successful bidder may not associate to DHL Stadium without approval from CTS. Any association does not include association to 3rd party event organisers or CTS Primary Anchor Tenant. 3rd party event organisers and CTS Primary Anchor Tenant may have competing product sponsors.

The successful bidder will be provided with 4 complimentary memberships to the Business Lounge for networking purposes. The successful bidder will be required to purchase any associated hospitality from CTS Hospitality Service Provider.

3. REQUIREMENTS

3.1 Legal Requirements

3.1.1 The liquor license for the area is held by the CTS and as such all liquor entering the stadium will move through a central distribution point. All CTS service providers will be required to secure/source liquor from this central distribution point.

3.1.2 The Liquor Distribution Agent will act as CTS’s agent for the sale of all liquor unless the event in question is a “clean stadium” event or “partially clean stadium” event and the Liquor Distribution Agent has been advised that their services are not required.

3.1.3 The current areas covered by the liquor license is detailed in the annexures attached to this tender.

3.1.4 The liquor distribution agent is the custodian of the liquor license on behalf of CTS and shall ensure that they abide by all legal requirements in the provision of liquor to ensure there is no violation against the applicable liquor laws.

3.1.5 Certain events that run at the stadium either by choice (religious) or by law (certain football matches) may not serve alcohol. In such cases, the CTS will not be allowed to open the bars for the sale of alcohol.

3.1.6 There may also be times where sales commence and the bar is closed by the Venue Operations Centre (VOC) – in such instances the liquor distribution agent will be required to abide by the ruling.

3.2 Specific requirements

3.2.1 The selection of products to be sold will be discussed and agreed upon between CTS, its preferred suppliers and EO; with the final selection and product pricing to either the CTS Hospitality and Conference service provider or CTS Concessionaires will be determined and approved by CTS, ensuring compliance to the pricing instruction of product mark up.

3.2.2 The LDA will be required to ensure the accurate tracking of stock entering the stadium, negotiation of the best price from the pouring rights partners (or any other source) and the tracking of stock sold-on to the various vending points within the stadium.

3.2.3 The LDA will be required to put in place electronic systems that can be audited for the tracking of liquor entering and leaving the distribution center. This tracking shall provide the price and quantities at which stock was received as well as sold.

3.2.4 The liquor distribution agent will be required to negotiate all terms of stock consignment, stock receiving and stock return to the pouring rights partners, subject to the approval of CTS

3.2.5 The distribution agent will be required to utilize a user-friendly ordering system for all affected service providers within the stadium, that provides the price and quantity of goods required, together with the ordering system. This process must allow for consignment ordering if required.

3.2.6 Cooling support for all product including fridges in suites, business lounges and liquor distribution hub will be provided by pouring rights partner and/or the end user.

3.2.7 The LDA will be required to have a mechanism which will ensure the delivery of product to concessionaire and hospitality service providers. A process for the safe delivery and guarding of products throughout the stadium before and after events must be instituted.

3.2.8 The LDA will work with EO's and CTS to ensure the best possible product mix and product service is achieved – to the benefit of all parties and the consumer.

5. RECONCILIATION OF ORDERS

- Liquor Distribution Agent will order from Pouring Rights Holder.
- CTS will not be responsible for non-payment between parties.
- Records of transaction to be provided to CTS within 7 days after event.

6. CAPE TOWN STADIUM LOGO

The Cape Town Stadium logo may not be used without specific additional written approval from the delegated Representative of CTS, and any application of the logo must be strictly in accordance with the specifications provided by the Cape Town Stadium on a case-by-case basis. If it is used without such formal permission, the logo may be removed at the cost of the Liquor Distribution Agent .

7. LEGAL COMPLIANCE AND INDUSTRY STANDARDS

The onus will remain on the Liquor Distribution Agent to ensure you complies with all legal and regulatory requirements, related to the Liquor industry.

8. TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words 'or equivalent".

(7) SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. General
3. Patent rights
4. Payment
5. Prices
6. Interest on overdue payment
7. Penalties
8. Use of Hospitality Area/Trading Floor Area
9. Fire protection
10. Occupational Health & Safety
11. Cape Town Stadium (RF) SOC Limited Liability
12. Indemnity
13. Insurance
14. Settlement of disputes
15. Breach
16. Compliance with requirements
17. Escalation
18. Delivery and documents
19. Renewal of concession
20. Termination
21. Jurisdiction of the Magistrate's courts
22. Whole agreement, waiver and variation
23. Notices and Appointed addresses
24. Prohibition of restrictive practices
25. Governing Language
26. Applicable Law
27. Taxes and Duties
28. Subcontracts

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 seller and The Service 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 seller under the contract.

1.4 ‘Contract commencement’ means the signing of the contract.

1.5 ‘Corrupt practice’ means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.6 ‘Conference Areas’ means the conference areas in the stadium.

1.7 ‘Day’ means calendar day.

1.8 ‘Delivery’ means delivery in compliance with the conditions of the contract.

1.9 ‘Delivery of stock’ means delivery of products/food and drinks in terms of approved Operational Management Plan.

1.10 ‘Delivery into consignee’s 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, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 ‘Fees’ means all fees including Annual Rights Fees and Turnover Fees.

1.12 ‘Force majeure’ means that neither party is responsible for any failure to perform its obligations under this contract. Such events may include, but are 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 ‘Hospitality Area “means any area or space demarcated for the preparation of food as referred to or any additional area as per CTS footprint as approved by the delegated authority.

1.15 ‘Products’ means all products supplied to the CTS in terms of this Contract.

1.16 ‘Property’ means the Stadium and surrounding areas under the control of the Seller.

1.17 ‘Supplier Designated Areas’ means the Hospitality Area, the Trading Floor Area and Conference Areas.

1.18 ‘Trading Floor Area’ means any assigned area for seating and/or consumption of edible goods, beverages and products.

1.19 ‘Tender document’ means the tender document and proposal submitted by The Service Supplier in response to the Cape Town Stadium’s invitation to tender no 163I/2020/21

1.20 ‘Turnover Fees’ means the percentage of the sales turnover due by the Service Supplier to CTS.

1.21 ‘VAT’ means the tax, known as Value Added Tax, which is required to be levied and paid for the benefit of the National Revenue Fund in terms of Section 7 of the Value Added Tax Act, 1991, as amended.

1.22 ‘Seller/CTS’ means the Cape Town Stadium SOC (RF) Limited. The address of the Seller is: Fritz Sonnenberg Road, Green Point, 8051

1.23 ‘Republic’ means the Republic of South Africa.

1.24 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

1.25 'Service Supplier' means the successful bidder appointed by the Seller.

1.26 'Seller' means Cape Town Stadium (RF) SOC Ltd

1.27 'Cape Town Stadium / CTS' means Cape Town Stadium (RF) SOC Ltd

1.28 'ME' means Municipal Entity run by the Board of Non-Executive Directors

1.29 'Incident' means Any undesirable occurrence which may take place in the provision of the Service such as accidents involving people.

1.30 'Period' means the initial contract period as mentioned in the document.

1.31 'Resources Infrastructure' means the people, equipment, tools, finance, etc. necessary to provide the Service described in this document.

1.32 'This Document' means the Tender Document; Contract Document; Agreement: The combined and total document, including all sections listed in the Index and which forms the tender document during the tender period and will form the basis of a formal contractual agreement between the successful or winning bidder and the Cape Town Stadium.

1.33 'SMME Companies' means SMME stands for Small Medium Micro Enterprise. SMME are companies that are below R5 million turn over per annum, this is the standard for generic broad-based BEE scorecard purpose.

1.34 'Qualifying Small Enterprises (QSEs) ' Means a qualifying business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerments Act

1.35 'SASREA' means Safety at Sports and Recreational Events Act

1.36 'Regulations in terms of Food Industry' means Requirements in terms of the Food Industry as indicated in Annexure 3

1.37 'Vendor/Service Provider' means a person or company who provides a product to sell on behalf of The Service Supplier

1.38 'Environmental packaging' means packaging that is designed to be eco-conscious which uses products and materials that can be easily recycled and is safe for both the environment and people. Ideally, green packaging will use both renewable and recycled material.

2. GENERAL

2.1 Unless otherwise indicated in the bidding documents, the seller 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.

2.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 15.

2.3 All parties in a joint venture or consortium shall be jointly and severally liable to the Seller in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

2.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities in terms of the food and liquor industry.

2.5 The Service Provider shall:

2.5.1 Arrange for the documents listed below to be provided to the CTS prior to the issuing of the letter of appointment, per event:

a) Proof of Insurance (Refer to Clause 13) or Insurance Broker's Warrantee

b) Letter of good standing from the Compensation Commissioner, or a licenced compensation insurer (Refer to Clause 10.7)

c) Other requirements as detailed in the tender documents

3. RIGHTS

3.1 The Service Supplier shall indemnify the CTS against all third-party claims of whatsoever nature in respect of any infringement of patent, trademark, or industrial design rights or any similar rights arising from the use of the Products or any part thereof at the Property.

4. PAYMENT

4.1 The payments by the Service Supplier to the Seller will be subject to VAT

4.2 Payment shall be made by the Service Supplier in South African currency (Rand).

4.3 Annual Rights Fee will be paid quarterly in advance and payable to the Seller within 30 days of date of invoice. The first payment in terms of the Annual Rights fee is due and payable within 30 days of signing the Contract.

4.4 Turnover Fee will be reconciled and determined in consultation with the Service Supplier, by the Seller which shall thereafter invoice the Service Supplier. After being submitted with the reconciliation, the Service Supplier will have 10 working days in which to respond to the Seller. If no objection is received, then the Seller will deem the reconciliation as accepted and proceed to invoice the Service Supplier.

4.5 Payment of the Turnover Fee and the penalties are due and payable to the Seller within 7 days of date of invoice.

4.6 Payments must be made to the credit of the Cape Town Stadium (RF) SOC Ltd without any deduction or set-off. Unless otherwise provided in this agreement

4.7 The Seller reserves the right to set-off any non-disputed amounts owed to it by the Service Supplier

4.8 All payments are payable by the Service Supplier to the Seller by electronic transfer (EFT) or by direct deposit into a bank account of the CTS, with the following particulars:

NEDBANK LTD

CHEQUE ACCOUNT

BRANCH CODE 198 765

ACCOUNT NO 1151 5690 38

NAME OF ACC CAPE TOWN STADIUM (RF) SOC LTD.

REFERENCE **Invoice …….**

5. PRICES

5.1 The Fees due and payable to the Seller shall not vary from the rate offered in the Pricing Schedule.

5.2 Financial contributions / Prices tendered below shall be FIRM in terms of volume discount on wholesale prices per category for the duration of the contract. The Annual Rights Fee will be fixed for the first 12 months and shall increase annually by CPIX on the anniversary date until completion of the Contract.

6. INTEREST ON OVERDUE PAYMENTS

If the amount due by the Service Supplier to the Seller in terms of this Agreement is not paid when due, the overdue amounts will bear interest at the rate of 2% above the prime overdraft rate charged by the Seller's bankers, compounded monthly. Such interest will be calculated from the due date of payment and will be paid together with the overdue payment concerned.

1. PENALTIES

No	Description	Due date	Fine
7.1	Non-compliance/deviation of approved Business plan as per clause 4 of the tender specification.	Pre event Event Post event	R2 000 per deviation from plan

No	Description	Due date	Fine
7.2	Non-compliance/deviation of approved Business plan as per clause 4 of the tender specification.	Pre event Event Post event	R2 000 per deviation from plan
7.3	Non-compliance/deviation of approved Business plan as per clause 4 of the tender specification.	Pre event Post event	R2 000 per day per deviation

Service Supplier forfeits his concession rights for an event if an acceptable plan is not submitted within 5 days before the event. CTS reserve the right and shall be entitled to terminate the Contract within 3 months if an acceptable plan is not provided. The penalty continues to apply notwithstanding the additional remedies.

2. USE OF HOSPITALITY AREA/TRADING FLOOR AREA

The Service Supplier shall only use the Stadium area and areas in the Property as approved by the CTS in writing.

2.1. The Service Supplier shall comply with and not contravene, or permit the contravention of any:

2.1.1.Law;

2.1.2.By-law;

2.1.3.Ordinance;

2.1.4.Proclamation;

2.1.5.Statutory regulation;

2.1.6.Condition of any license, including liquor license, relating to the occupation or carrying on of any business on the Property;

2.1.7.Title deed restrictions or conditions applicable to the Property; and/or

*2.1.8.*Occupational Health and Safety Act 85 of 1993;

2.1.9.Any other legislation, regulations, enactment or prescription of any authority which applies to the Property and/or Hospitality Area/Trading Floor Area or which the CTS is required to observe as a result of the lease or occupation of the Property.

3. FIRE PROTECTION

9.1 The Service Supplier must ensure that any additional fire appliances are provided / catered for as required by the National Building Regulations and Building Standards Act, 1977, as amended, relating to fire protection. In particular, the Service Supplier must abide by Regulation T1 (General Requirements) and Regulation T2 (Offences).

9.2 The Service Supplier must also maintain, repair and service the fire appliances on the Hospitality Area/Trading Floor Area, where it trades, and as required by the relevant legislation in terms of any additional appliances.

9.3 The Service Supplier will at all times obey the lawful instructions of and allow inspection by the Fire Protection Services of the CTS or any other responsible authority which ensures compliance with the applicable fire legislation and regulations, as amended, and will provide its general co-operation at all times.

9.4 The Service Supplier indemnifies the CTS against any claim of whatsoever nature which may be made against the CTS arising either directly or indirectly from the Service Supplier's non-compliance with the applicable fire protection legislation, regulations and instructions.

10.OCCUPATIONAL HEALTH AND SAFETY

10.1 The Service Supplier shall ensure compliance with the provisions of the Occupational Health and Safety Act 85 of 1993 and all applicable regulations, by all employees of the Service Supplier and other contractors on the site. The Service Supplier shall provide a suitable health and safety plan appropriate for the contract

tendered for. Where the size and type of concession does not justify a dedicated health and safety plan, the Service Supplier shall be subject to the health and safety plan that applies to the stadium Hospitality Area/Trading Floor Area. (See Annexure 3 and 8)

10.2. The Service Supplier undertakes to complete, prior to the Commencement date, the Occupational Health and Safety Agreement, marked **Schedule 9.**

10.3 The Service Supplier acknowledges that for the purposes of the provisions of the Occupational Health and Safety Act, that he shall be deemed to be an employer in his own right.

10.4 The Service Supplier agrees to adhere to the safety plan and to fully comply with all requirements in terms of this plan including participation in evacuation and emergency procedures.

10.5 The Service Supplier, by completing Schedule 10 of the invitation to tender, hereby indemnifies the CTS in respect of the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ('OHAS Act'), in accordance with the provisions of the OHAS Act.

10.6 The Service Supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

10.7 If the Service Supplier is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ('COIDA'), the Service Supplier shall attach proof of registration/insurance in terms of COIDA. This may take the form of either a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Service Supplier's broker or the insurance company itself.

10.7.1 The Service Supplier and all the vendor's/service providers are to undergo a Stadium formal induction where the Service Supplier will have a register available and all attendees to sign acceptance of conditions.

10.8 The safety file and the maintenance thereof will be the responsibility of the Service Supplier in accordance with CTS appointed Safety Representative Requirements.

10.9 It will be the responsibility of The Service Supplier to ensure that all his Vendors meet all the above requirements.

11.CAPE TOWN STADIUM (RF) SOC LIMITED LIABILITY

11.1 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Service Supplier shall be solely liable for and hereby indemnifies and holds the CTS harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

11.1.1 personal injury, loss of life to any individual arising from, out of, or in connection with the provision by the Service Supplier in terms of this Contract, save to the extent caused by the gross negligence or willful misconduct of the CTS;

11.1.2 loss of or damage to the property of CTS, the Property, or of any person on the Property arising from, out of, or in connection with the provision of services by the Service Supplier in terms of this Contract, save to the extent caused by the gross negligence or willful misconduct of the CTS;

11.2 The Service Supplier and/or its employees, agents, vendors, suppliers, contractors or customers shall not have any claim of any nature against the CTS 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 the negligence of the CTS or its agents or employees.

Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall the CTS or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by Service Supplier , its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information, loss of contracts or consequential losses.

12.INDEMNITY

12.1 **Risk Management and Insurance taken out by Service Supplier** must, in respect of the occupied space, make sure that:

12.1.1 The risks inherent in retailing operations are managed,

12.1.2 The Hospitality operations cause no damage and, if they do unintentionally cause damage, the damage is repaired by the CTS at the cost of the Service Supplier., and

12.1.3 The adequate insurance as approved by CTS is in place to cover:

a. Service Supplier's vendor's liability insurance.

b. All on-site assets / equipment of the Service Supplier.

12.1.4 It is expressly recorded and agreed that any loss or damage to the Supplier Designated Area, and any equipment of the Service Supplier, as a result of vandalism or other wilful or accidental damage shall be the responsibility of the Service Supplier, who shall be obliged to repair and/or replace such lost or damaged assets at its own cost, and shall not be entitled to claim such costs from the Cape Town Stadium in terms of this contract.

12.1.5 The Service Supplier shall take all reasonable measures to mitigate the risks that fall within the knowledge of the Service Supplier or should have reasonably fallen within its knowledge and attention.

12.1.6 The Service Supplier hereby indemnifies the CTS against any claims from their service providers against the CTS for losses such service providers have sustained.

12.1.7 The Service Supplier's indemnity will not extend to acts or omissions which are attributable to the gross negligence on the part of the CTS, or anyone acting on its behalf.

13.INSURANCE

13.1 Without limiting the obligations of the Service Supplier in terms of this contract, the Service Supplier shall effect and maintain the following additional insurances:

a) Public liability insurances, in the name of the supplier, covering the supplier and the Seller 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 Contract, in an amount not less than **R20 million** for any single claim**;**

b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993**.** This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

d) Submit an Occupational Health and Safety plan taking the CTS requirements in terms of food industry into account. (See Annexure 3 and 9)

13.2 The Service Supplier shall be obliged to furnish the CTS with proof of such insurance as the CTS may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

13.3 The Service Supplier will be obliged, at its own cost, to:

13.3.1 Ensure that adequate insurance cover is in place in respect of any damage or loss whatsoever which may occur on the Hospitality Area/Trading Floor Area, or to its visitors or employees;

13.3.2 Ensure that adequate plate glass insurance cover is in place in respect of any and all plate glass on the Hospitality Area/Trading Floor Area (if any);

13.3.3 Ensure that adequate public liability insurance cover is in place with a reputable insurer in order to indemnify all claims against the Service Supplier due to any act or omission which may occur on the Supplier Designated Area.

14. SETTLEMENT OF DISPUTES

14.1 If any dispute or difference of any kind whatsoever arises between the Service Supplier and the CTS 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.

14.2 The CEO of the CTS shall appoint an impartial person in terms of Regulation 49 of the Supply Chain Management Regulations, to resolve the dispute should the Parties be unable to resolve it in terms of 14.1 above.

14.3 Should it not be possible to settle a dispute in terms hereof, the Parties may proceed to resolve the dispute/breach in terms of the Contract.

14.4 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 Service Supplier shall pay the CTS all monies due to CTS.

15. BREACH

15.1 Failure to pay any Fees:

15.1.1 If the Service Supplier fails to pay any Fees or any other amount due by it to the CTS on the due date ("**the Outstanding Amount**"), the CTS must give the Service Supplier 7 (seven) days' written notice requiring payment.

15.1.2 If the Outstanding Amount remains outstanding for more than 7 (seven) days after receipt of a written notice from the CTS requiring payment, then the CTS may deliver a written notice of termination of the Contract ("the **Termination Notice**").

15.1.3 Failure to comply with the standards and Specifications as set out in the invitation to tender document shall constitute a material breach of this Contract, in which case the CTS reserves the right to cancel the Contract without notice and reserves its rights to claim damages against the Service Supplier.

15.2 Other breach

<u>The CTS will also be entitled to terminate this Contract in the following circumstances:</u>

15.2.1 If the Service Supplier breaches any provision of this Contract, other than that dealt within clause 20.1 above, and fails to remedy such breach within 7 (seven) days from receiving written notice by the CTS requiring that such breach be remedied;

15.2.2 If the Service Supplier is cited as the subject of any provisional or final liquidation, sequestration, judicial management proceedings or business rescue proceedings;

15.2.3 If the Service Supplier convenes a meeting of its members/creditors to consider the passing of a resolution to place it in voluntary liquidation;

15.2.4 If the Service Supplier attempts to effect any compromise with its creditors, apart from in the course of a reconstruction or amalgamation; and/or

15.2.5 If the Service Supplier commits any act of insolvency,

Then the CTS may deliver the Termination Notice to the Service Supplier.

15.3 The Termination Notice will be without prejudice to any other claim the CTS may have against the Service Supplier including the right to claim damages due to such breach and/or termination.

15.4 Service Supplier Disputes Termination

15. 4.1 If the Service Supplier disputes the Termination Notice and continues to remain in occupation of the Supplier Designated Area pending the determination of the dispute, the following provisions will apply:

15.4.1.1 The Service Supplier will continue to make all payments in terms of this Contract on the due date;

15.4.1.2 The acceptance by the CTS of such payments will be without prejudice to the CTS's rights to terminate this Contract or any other rights in favour of the CTS;

15.4.1.3 If any dispute between the CTS and the Service Supplier is determined in favour of the CTS, then payments made to the CTS in terms of clause 4 above will be regarded as amounts paid by the Service Supplier as damages due to the termination of this Contract and/or the unlawful holding over of the Supplier Designated Area.

15.4.1.4 The Service Supplier shall be liable for all reasonable costs incurred by the CTS in enforcing any of its rights in terms of this Agreement.

15.4.1.5 The CTS will be entitled to appropriate any amounts received from the Service Supplier towards payment of any debt or amount owing by the Service Supplier to the CTS.

15.5 Parties' Rights and Obligations on Termination

15.5.1 If this Contract terminates for any reason, the CTS will be entitled to remove and/or deal as it deems reasonably fit with any possessions of the Service Supplier remaining in or on the Hospitality Area/Trading Floor Area.

15.5.2 The Service Supplier will be responsible for any loss, damage or cost directly, indirectly suffered, or incurred by the CTS due to the Service Supplier's possessions remaining in or on the Supplier Designated Area following termination of the Agreement**.**

15.5.3 The Service Supplier does not have the right to remove any of its possessions on the Supplier Designated Area in order to reduce the value of the CTS's hypothec for any amount remaining due by the Service Supplier in terms of this Agreement.

15.6 If the Service Supplier fails to fulfil or perform any of its obligations under this Agreement, the CTS will be entitled to perform such obligations on the Service Supplier's behalf and at the Service Supplier's expense.

15.7 The CTS shall be entitled to claim any amount spent on the Service Supplier's behalf in order to perform the Service Supplier's obligations under this Agreement, together with interest calculated at the same rate and on the same basis as provided for below. The Service Supplier will calculate penalty interest from the date on which the CTS incurred the expense to date of payment by the Service Supplier, both days inclusive.

15.8 The CTS will be entitled to recover from the Service Supplier any and all costs which it may incur in enforcing its rights in terms of this Agreement. These costs will include, but will not be limited to, legal costs on the attorney-client scale.

16.COMPLIANCE WITH REQUIREMENTS

16.1 The Service Supplier will ensure that the required licenses and permits are obtained in order to exercise its rights in terms of this Contract. The required licenses and permits will be obtained before the Service Supplier or its vendors, sub-lessees or assignees commences trading on the Supplier Designated Area.

16.2 The Service Supplier will ensure compliance with all of the reasonable requirements of the CTS in order to obtain the necessary licenses and permits.

16.3 The Service Supplier is responsible to effect whatever alterations and/or additions to the Hospitality Area/Trading Floor Area are required in order to comply with relevant legislation applicable to the Service Supplier or its vendors, sub-lessees or assignees' business and activities conducted on and from the Supplier Designated Area. Any such alterations and/or additions must be made in consultation with and with the written approval of CTS.

16.4 The Service Supplier cannot effect such alterations and/or additions unless the relevant plans, specifications and building contracts have first been submitted to the CTS for consideration and approval.

16.5 The Service Supplier understands that such plans specifications and building contracts normally require approval of the City of Cape Town and the CTS.

16.6 No further alterations and/or additions to the Supplier Designated Area, other than those required in terms of clause 16, can be undertaken by the Service Supplier without the prior written consent of the CTS. Such consent will not be unreasonably withheld by the CTS.

16.7 If any relevant law requires plans and/or specifications to be passed so that the Service Supplier approved alterations and/or additions may be effected, the Service Supplier must submit these plans and/or specifications to the City of Cape Town and the CTS.

16.8 The Service Supplier will be responsible for the costs of all approved alterations and/or additions to the Supplier Designated Area.

17.ESCALATION

17.1 As per Returnable Schedule 8

18.DELIVERY AND DOCUMENTS

18.1 Delivery of the service shall be made by the Service Supplier in accordance with the terms specified in the contract.

19.RENEWAL OF CONCESSION

19.1 No automatic renewal option is granted in terms of the Contract.

19.2 The CTS may, at its own discretion, agree with the Service Supplier to extend the Period of the Contract, on the terms and conditions as may be agreed between the Parties and subject to compliance with relevant legislation and policies.

19.3 Any agreement to extend the Period of the Contract beyond the expiry date must be concluded in writing and signed by the Service Supplier and the CTS, or their authorised representatives.

20.TERMINATION

20.1 CTS Party may terminate this Contract at any time by providing three months' written notice to the other Party. This provision does not remove the rights that the Parties may have under any other legislation which take preference over this Contract.

20.2 After expiry of the Period of the Contract or on termination of this Agreement the Service Supplier shall at the discretion of the CTS, immediately return the Hospitality Area/Trading Floor Area to the CTS in good order and condition, fair wear and tear excepted: -

20.2.1 To the extent that improvements have been made by the Service Supplier, the Service Supplier will be responsible, at the discretion of the CTS, demolishing/dismantling such improvements and all shop fittings; the removal of counters and furniture and for reinstating the Hospitality Area/Trading Floor Area to the condition found on the Commencement Date.

20.2.2 To the extent that the CTS provided the improvements, the Service Supplier must remove at its cost all shop-fitting components and make good the Supplier Designated Area to the condition found on the Commencement Date.

20.3 The CTS may at any time terminate the contract by giving written notice to the Service Supplier if the Service Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service 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 CTS.

20.4 Upon the death of the Service Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, the contract will terminate forthwith. The CTS shall pay to the bidder's estate any money which it considers due under the Contract.

20.5 Notwithstanding the provisions of clauses 26 and 21 of this Agreement, the Service Supplier shall not be liable for damages or termination if and to the extent that it is delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

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

21.JURISDICTION OF THE MAGISTRATE'S COURTS

21.1 The Parties to this Agreement consent in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, as amended, in respect of any action or proceeding arising out of or in connection with this Agreement, to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Sections 28 and 29 of the said Act.

21.2 Whilst the Parties consent to the jurisdiction of the Magistrate's Court, in terms of Section 45 of the Magistrate's Court Act, nothing prevents either Party from instituting proceedings out of the High Court, having jurisdiction.

22.WHOLE AGREEMENT, WAIVER AND VARIATION

22.1 This agreement embodies the whole agreement between the Parties. No other agreement, whether oral, implied or otherwise, will be of any force and effect unless it is reduced to writing and signed by the Service Supplier and the CTS, or their duly appointed representatives. There has been no representation which forms part of this agreement which has not been included herein.

22.2 Any relaxation, indulgence or waiver which the CTS may grant to the Service Supplier or any condonation by the CTS of any breach of the terms of this Agreement will not become binding on the CTS. The CTS will at all times be entitled to claim due and prompt performance by the Service Supplier of all of the Concession's obligations in terms of this Agreement.

22.3 No variation of the terms of this Agreement will be of any force or effect unless reduced to writing and signed by the Service Supplier and the CTS, or their duly appointed representatives.

23.NOTICES AND APPOINTED ADDRESSES

23.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

a) hand delivered – on the working day of delivery

b) Sent by email– one (1) working day after transmission

23.2 The Service Supplier appoints the following address as the place at which it will accept all notices required in terms of this Agreement (also known as the Service Supplier's *domicilium citandi et executandi*):

Physical Address:

……..……

..……..…….…….……..

Attention: ……..

23.3 The CTS appoints the following address as the place at which it will accept all notices required in terms of this Agreement (also known as the CTS's *domicilium citandi et executandi*):

Physical Address:

Cape Town Stadium (RF) SOC Limited

Fritz Sonnenberg Rd,

Green Point,

Cape Town,

Attention: ……..

23.4 Any notice required to be given in terms of this Agreement will be deemed to have been received as if notice is delivered by hand at the address appointed by the relevant Party in terms of clause 24.1 above, the notice

will be deemed to have been received on the date of delivery if that day is a business day. If that day is not a business day, the notice will be deemed to have been received on the following business day.

24.PROHIBITION

24.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

24.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

25.GOVERNING LANGUAGE

25.1 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.

26.APPLICABLE LAW

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the Special Conditions.

27.TAXES AND DUTIES

27.1 In this regard, it is the responsibility of the concessionaire to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the COCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

27.2 The **VAT registration** number of the CTS is **4640 2890 98**

28.SUBCONTRACTS

28.1 The supplier shall notify the Seller in writing of all subcontracts awarded under this Contract 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.

29. ESTABLISHMENT OF A FULLY COMPLAINT DISTRIBUTION FACILITY INCLUSIVE OF SERVICES AND PRODUCTS AS SPECIFIED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF CAPE TOWN, WITHIN SIXTY (60) DAYS FROM COMMENCEMENT OF CONTRACT

29.1 The supplier must within sixty (60) days from commencement of the contract, establish a Distribution Facility within the Geographical Boundaries of the City of Cape Town (a graphic depiction of the aforesaid Geographical Boundaries is attached to the Specifications marked Annexure '**7**'.) which meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

29.2 The Cape Town Stadium shall perform only one (1) technical assessment of the Distribution Facility mentioned in clause 29.1 above, to confirm that it complies with the requirements set out in the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Distribution Facility has been confirmed in full by the Cape Town Stadium, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract. Should the supplier fail to establish a Distribution Facility which complies with the aforementioned requirements, within the sixty (60) days mentioned in clause 29.1 above or a reduced period as contemplated in clause 29.3 below, this shall be

a material breach of the contract and the Cape Town Stadium shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two weeks from expire of the sixty (60) days period.

29.3 The supplier may inform the Cape Town Stadium that it is ready for the technical assessment referred to in clause 29.2 above, earlier than the sixty (60) day period mentioned in clause 29.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the Cape Town Stadium shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two weeks from receipt from the suppliers notification in terms of this clause.

29.4 The supplier shall cooperate fully and in good faith with the Cape Town Stadium in arranging for and assisting the Cape Town Stadium with the technical assessment referred to in clause 29.2 above, including but not limited to providing the Cape Town Stadium with access to all parts of the Distribution Facility during that assessment and demonstrating to the Cape Town Stadium all aspects of the facility relevant for the aforementioned technical assessment.

29.5 Notwithstanding the contents of 29.1 to 29.4 above, the Cape Town Stadium reserves the right, at its sole discretion and on fourteen (14) days' notice, to perform technical assessments of the Distribution Facility during the tenure of the contract as and when required, to ensure that the Distribution Facility meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Distribution Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.

29.6 The supplier shall submit to the Cape Town Stadium all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within sixty (60) days from commencement of the contract.

(8) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CTS shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____

   Financial Institution: _____

   Branch Code: _____

   Account No.: _____

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CTS shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CTS is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CTS of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CTS for the due and proper fulfilment by the successful bidder/supplier of its obligations in terms of the Contract as well as any damages suffered by the CTS as a result of breach by the successful bidder/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature…….... Name…… Designation…….....
		Signature…….... Name…… Designation…….....
		Signature…….... Name…… Designation…….....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by bidder schedule**.**

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the bidder shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing?

   ☐ Yes ☐ No (tick appropriate box)

   1.1 If YES, submit audited annual financial statements:
   (i) for the past three years, or
   (ii) since the date of establishment of the bidder (if established during the past three years)

   By attaching such audited financial statements to **List of other documents attached by bidder** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the City of Cape Town or other municipality in respect of which payment is overdue for more than 30 (thirty) days?

   ☐ Yes ☐ No (tick appropriate box)

   2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

   2.2 If YES, provide particulars:

   _____
   _____
   _____
   _____

3. Has any contract been awarded to you by an organ of state during the past five (5) years?

   ☐ Yes ☐ No (tick appropriate box)

   3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by bidder** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the City of Cape Town is expected to be transferred out of the Republic?

   ☐ Yes ☐ No (tick appropriate box)

4.1 If YES, furnish particulars below

The bidder hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

_____ _____

Signature
Print name:
On behalf of the bidder (duly authorised)

Date

Schedule 3: Preference Schedule

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND CTS PREFERENTIAL PROCUREMENT POLICY

1. GENERAL CONDITIONS

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

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

1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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

a) Price; and
b) Specific Goals.

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

	POINTS
PRICE	80 or 90
SPECIFIC GOALS	
Points for Race	10 or 5
Points for Gender	10 or 5
Total points for PRICE and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS.

a) **"Acceptable tender"** means a tender that complies with all specifications and conditions of tender.

b) **"Black people / persons"** has the meaning assigned to it in section 1 of the B-BBEE Act.

c) **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

d) **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

e) **"Disability or disabled"** means in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

f) **"tender"** means a written offer in the form determined by CTS in response to an invitation to provide goods

or services through price quotations, competitive tendering process or any other method envisaged in legislation;

g) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

h) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

i) **"SMME"** means small, medium and micro enterprises namely an eligible Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) as defined within the Broad Based Black Economic Empowerment Act and applicable Sector Codes.

j) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

k) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

i) POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in paragraph 1.4 and claimed in **Paragraph 5** below. All claims made must be supported by proof/ documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

5. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED

Table 1: Specific goals for the tender and points claimed are indicated per the table below. Points to be calculated/claimed from information furnished.

The specific goals allocated points in terms of this tender	Number of points allocated (To be completed by the organ of state)	Percentage Ownership	Points Claimed
Race	**10 or 5**	**%**	
Gender	**10 or 5**	**%**	

*If points are claimed for disabled persons, indicate nature of impairment.

5.1. For purposes of this tender, persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race are black persons.

5.2. For purposes of this tender, persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women.

5.3. For purposes of this this tender, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.

5.4. In order to confirm/verify the specific goals claimed by a bidder in a specific tender, the following is the only documentation which will deemed as acceptable and which must be submitted with the tender:

(i) Race

a. Proof of B-BBEE status level of contributor, clearly indicating the percentage black ownership; and/or

b. Company Registration Certification, as issued by the Companies and Intellectual Property Commission, along with:

i. a letter or certificate from an independent auditor certifying the percentage ownership/shareholding and race of the owners/shareholders/members, and

ii. All Identification Documentation of the owners/shareholders/members; and/or

c. In respect of a Sole Proprietor, Partnership or Trust, a sworn affidavit by the respective owners clearly indicating the race of the owners/partners/beneficiaries of the organization and their respective percentage ownership.

(ii) Gender

a. Proof of B-BBEE status level of contributor, clearly indicating the percentage woman ownership; and/or

b. Company Registration Certification, as issued by the Companies and Intellectual Property Commission, along with:

i. a letter or certificate from an independent auditor certifying the percentage ownership/shareholding and gender of all owners/shareholders/members, and

ii. all Identification Documentation of the owners/shareholders/members; and/or

c. In respect of a Sole Proprietor, Partnership or Trust, a sworn affidavit by the respective owners clearly indicating the gender of the owners/partners/beneficiaries of the organization and their respective percentage ownership.

(iii) Disability

a. A letter or certificate from an independent auditor confirming the percentage shareholding of all owners, along with the Identification Documentation of the owners who are certified as disabled; or

b. In respect of a Sole Proprietor, Partnership or Trust, a sworn affidavit indicating the owners/partners/beneficiaries of the organization who are disabled and their respective percentage ownership; and

c. Proof of disability, being an affidavit/certificate issued by a registered medical practitioner confirming that the respective owners referred to above are disabled.

(iv) SMME

a. Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates in, clearly indicating the business/entity's status as an EME or QSE in line with the applicable Sector Codes; and

b. A copy of the company's latest approved annual financial statements confirming the annual revenue.

(v) Skills Development

a. Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates in.

(vi) Socio-Economic Development Contributions

a. Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates in.

(vii) Environmental Sustainability

a Proof of an adopted environmental and social sustainability policy within the organization; and/or

b. Relevant environmental sustainability certification/accreditation, such as ISO 14001.

6. PREFERENCE POINTS CLAIM CALCULATION FOR RACE, GENDER AND/OR DISABILITY (WHERE APPLICABLE)

6.1. Preference points for race, gender and disability are calculated on their percentage shareholding/ownership in a business.

6.2. The following formula is prescribed to identify the percentage of points to be claimed, based on the percentage ownership based on race, gender and/or disability:

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

Where

NEP = Points awarded for equity ownership based on race/gender/disability

NOP = The maximum number of points awarded in that specific category

EP = The percentage of equity ownership by black persons, women or persons with disabilities within the enterprise or business

6.3. **List all Shareholders/Owners by Name, Position, Identity Number, Citizenship, race/gender/disability status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 5.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* Status			% business / enterprise owned
				Black Persons	Women	Disabled	
Total percentage based on Race – Black Persons							
Total percentage based on Gender - Women							
Total percentage based on Disability							

*Indicate YES or NO

7. ADJUDICATION USING A POINT SYSTEM

7.1. Subject to section 2(1)(f) of the Act, the contract must be awarded to the bidder scoring the highest points.

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

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

7.4. If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for specific goals.

7.5. If functionality is part of the evaluation process and two or more bidders score equal total points and equal specific goal points the contract must be awarded to the bidder that scored the highest points for functionality.

7.6. If two or more bidders score equal total points in all respects, the award must be decided by the drawing of lots.

8. CONDITIONS ASSOCIATED WITH THE GRANTING OF PREFERENCES

8.1. The CTS will verify the preference point's claim of the bidder as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the bidder.

8.2. A bidder that is granted a preference undertakes to:

i) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor/affidavit/certification of the bidder as at the closing date for submission of tender offers;

ii) accept the sanctions set out in 8.3 below should the bidder have submitted any false information regarding its preference claims, or any other matter required in terms of this tender that will affect, or has affected the tender evaluation;

iii) accept that, in the case of a Consortium/ Joint Venture, any changes to the participation of the various partners in a Consortium/ Joint Venture which impacts the preference points claimed or awarded may only be done upon the prior approval of the CTS;

iv) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior written approval of the CTS; and

v) immediately inform the CTS Stadium of any change that may affect the bidder's Specific Goals upon which preference points will be or have been allocated.

8.3. The sanctions for breaching the conditions associated with the granting of preferences are:

i) disqualify the bidder from the tender process;

ii) recover costs, losses or damages the CTS has incurred or suffered as a result of the bidder's or contractor's conduct;

iii) cancel the contract in whole or in part and claim any damages which the CTS has suffered as a result of having to make less favourable arrangements due to such cancellation;

iv) restrict the bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CTS for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied and inform the National Treasury accordingly;

v) forward the matter for criminal prosecution; and/or

vi) financial penalties payable to the CTS Stadium.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1. Name of company/firm: ..……..

9.2. Company registration number: ……....

9.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ Private Company [i.e. (Pty) Ltd]
- ☐ Non-Profit Company
- ☐ State Owned Company

- ☐ Trust

[TICK APPLICABLE BOX]

9.4. Describe principle business activity and the applicable B-BBEE Sector Code in which the business operates:

……..

……..

……..

- ☐ Generic
- ☐ Financial
- ☐ Agri-BEE
- ☐ Construction
- ☐ Property
- ☐ Forest
- ☐ Information and Communication Technology
- ☐ Marketing, Advertising and Communication
- ☐ Tourism
- ☐ Defence
- ☐ Mining

[TICK APPLICABLE BOX]

9.5. Company Classification

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4, 4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES:

1. ……

2. ……

SIGNATURE (S) OF BIDDER (S)

ADDRESS:……..
……
……..
……

NAME OF SIGNATORY:……
……
DESIGNATION:……..……..
……
DATE:……

Thus signed and sworn / solemnly affirmed before me on the date and at the place set out below, in accordance with the regulations governing administration of an oath or an affirmation in GN R1258 of 21 July 1972, as amended:

……..
Commissioner of Oath Signature

Full Name: …….

Capacity: …….

Date: …….

COMMISSIONER STAMP

Schedule 4: Declaration of Interest – State Employees (MBD 4)

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:……..

3.2 Identity Number:……

3.3 Position occupied in the Company (director, trustee, shareholder[2])……

3.4 Company or Close Corporation Registration Number:……

3.5 Tax Reference Number……..

3.6 VAT Registration Number:……

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

3.8 Are you presently in the service of the state?

☐ Yes ☐ No (tick appropriate box)

3.8.1 If yes, furnish particulars ……

3.9 Have you been in the service of the state for the past twelve months?

☐ Yes ☐ No (tick appropriate box)

3.9.1 If yes, furnish particulars ……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

☐ Yes ☐ No (tick appropriate box)

3.10.1 If yes, furnish particulars ……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

☐ Yes ☐ No (tick appropriate box)

3.11.1 If yes, furnish particulars……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

☐ Yes ☐ No (tick appropriate box)

3.12.1 If yes, furnish particulars ……..

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

☐ Yes ☐ No (tick appropriate box)

3.13.1 If yes, furnish particulars ……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

☐ Yes ☐ No (tick appropriate box)

3.14.1 If yes, furnish particulars ……

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

Full Name	Identity Number	State Employee Number

The bidder hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

_____ _____

Signature
Print name: Date
On behalf of the bidder (duly authorised)

[1]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) an executive member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

1. The bidder shall declare whether it has any conflict of interest in the transaction for which the tender is submitted.

   ☐ Yes ☐ No (tick appropriate box)

   1.1 If yes, the bidder is required to set out the particulars in the table below:

2. The bidder shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

   2.1 any inducement or reward to the CTS for or in connection with the award of this contract; or

   2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

   ☐ Yes ☐ No (tick appropriate box)

   If yes, the bidder is required to set out the particulars in the table below:

The bidder hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

_____ _____

Signature
Print name:
On behalf of the bidder (duly authorised)

Date

Schedule 6: Declaration of Bidder's Past Supply Chain Management Practices

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

1 The tender offer of any bidder may be rejected if that bidder or any of its directors/members have:

1.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

1.2 been convicted for fraud or corruption during the past five years;

1.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

1.4 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) or Database of Restricted Suppliers.

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

Item	Question	Yes	No
2.1	Is the bidder or any of its directors/members 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 audi alteram partem rule was applied).The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.*	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the bidder or any of its directors/members 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) or Database of Restricted Suppliers? *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 ☐
2.2.1	If so, furnish particulars:		
2.3	Was the bidder or any of its directors/members 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 ☐
2.3.1	If so, furnish particulars:		
2.4	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 ☐
2.4.1	If so, furnish particulars:		
2.5	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 ☐

Item	Question	Yes	No
2.7.1	If so, furnish particulars:		

The bidder hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

_____ _____

Signature
Print name:
On behalf of the bidder (duly authorised)

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

1. Bidders are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

2. Bidders are not permitted to offer firm prices except as provided for in the Price Schedule, and if the bidder offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

3. All Requests for price variations must be submitted in writing to:
CTS Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051

Or via email to: scmcts@capetown.gov.za

3.1 When submitting a claim for contract price adjustment a supplier shall indicate, the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will attached to such a claim.

3.2 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.

3.3 The CTS reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revise figures are issued by the relevant Authority.

3.4 The CTS reserves the right to request the Supplier to submit Audit's Certificate or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such Audit's Certificate or other documentary proof to the CTS within a period of 30 (thirty days from the date of the request, it shall be presumed that the Supplier has abandoned his claim and no further communication shall be considered.

4. In the **first year** of the contract period, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.

5. The tendered price will be subject to adjustment **annually** based on the Consumer Price Index (CPI) (P0141–Table B – CPI headline year-on-year rates) as follows:

5.1 The average CPI for the period 01 May of the previous year to 30 April of the current year (i.e. a full 12 month period), calculated by adding the percentage CPI for the12 months and dividing by 12.

6. Where the contract makes use of labour rates (i.e. the pricing schedule makes specific reference to labour rate to be submitted/charged), the tendered price will be adjusted annually based on the wage determination as per Wage Act 1957, Wage Determination 467 applicable at the date of escalation. The year on year percentage increase published in the Government Gazette relevant to the **[Please include sector]**[•]will thus be applied to the wages for the workers and the supervisors from the month commencing the date of publication.

6.1 In clarification of the above, the increases in respect of point 5 shall only be applicable to those components other than labour. The labour component shall be adjusted separately in terms of point 6 above.

Schedule 9: Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CTS STADIUM (HEREINAFTER CALLED THE "CTS") AND

…….....…….....…… ,
(Supplier/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, ……...……....…….. , representing

…….....…….....…… , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: ……..

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at .....on the.....day of.....20….

_____	_____
Witness	**Mandatary**

Signed at ..... on the.....day of.....20 ....

_____	_____
Witness	for and on behalf of CTS Stadium

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **NO: 323I/2022/23: THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.**
in response to the tender invitation made by THE CTS STADIUM, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of :_____ (Name of bidder)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit this tender, on behalf of the bidder;
4. Each person whose signature appears on this tender has been authorised by the bidder to determine the terms of, and to sign, the tender on behalf of the bidder;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the bidder, whether or not affiliated with the bidder, who:
   - 5.1 has been requested to submit a tender in response to this tender invitation;
   - 5.2 could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   - 5.3 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 this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - 7.1 prices;
   - 7.2 geographical area where product or service will be rendered (market allocation);
   - 7.3 methods, factors or formulas used to calculate prices;
   - 7.4 the intention or decision to submit or not to submit a tender;
   - 7.5 the submission of a tender which does not meet the specifications and conditions of the tender; or
   - 7.6 tendering with the intention not to win the contract.
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 tender invitation relates.
9. The terms of this tender 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 tender 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 tenders and contracts, tenders 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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

Signature **Date**

_____

Name (PRINT)
(For and on behalf of the Bidder (duly authorised))

([1] Consortium: 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.)

Schedule 11: List of other documents attached by bidder

The bidder has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

_____ _____

Signature
Print name:
On behalf of the bidder (duly authorised)

Date

Schedule 12: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

_____ _____

Signature
Print name:
On behalf of the bidder (duly authorised)

Date

Schedule 13: Functionality Evaluation

Only those tenders submitted by bidders who achieve the minimum score for functionality will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Weighting on Functionality:

	Evaluation criteria	Available points
1.	Demonstrated track-record/experience of the tendering entity with respect to comparable projects.	70
2.	Professionalism, reliability and suitability in executing the scope of works; through the submission of a detailed Business Plan outlining how the bidder will comply to the tender requirements.	30
Maximum possible score for Quality (M_S)		**100**

Schedule 13 A: Functionality Schedules – Bidder's Experience

Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.

Description of quality criteria			**Maximum possible score**
Bidder's Experience: Equivalent events that have been successfully managed and concluded in terms of scope and magnitude of this contract (i.e. where the bidder was the LDA to the event).	The number of events where the bidder was the liquor distribution agent , at events that had an attendance of a minimum of 10 000 attendees/delegates/spectators		**30**
	1 – 3 events	10 points	
	4 – 6 events	20 points	
	7 – 10 events	25 points	
	10 or more events	30 points	
	Track record: Overview of the level of performance, client satisfaction and overall experience in the industry (with specific regard to the distribution of liquor); through the submission of positive client references/testimonials (i.e. where the event was hosted for a minimum of 10 000 attendees/delegates/spectators).		**15**
	1 -3 references/testimonials	5 points	
	4 – 6 references/testimonials	10 points	
	7 or more references/testimonials	15 points	
	Proven experience in managing liquor distribution services to a public bar at an event of more than 5 000 attendees/delegates/spectators		**10**
	Proven experience in managing liquor distribution services to a hospitality service provider for an event of more than 1000 pax/attendees/delegates/spectators		**10**
	Proven experience in managing liquor distribution services to a conference or function of more than 1 000 pax/attendees/delegates/spectators		**10**

1	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
2	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
3	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
4	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____

5	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
6	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
7	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
8	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____

9	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____
10	**Brief Description of Event:** _____ _____ **Period**: Start date:_____ End date: _____ Tot. Pax: _____ Total **Value** of Event Sales: **R** _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ E-mail Address: _____

Attach additional pages if more space is required.

_____ _____

Signature
Print name:
On behalf of the bidder (duly authorised)

Date

13 B: Functionality Schedules – Business/Approach Plan

Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.

Description of quality criteria			**Maximum possible score**
Adequacy of Proposed Business Plan: Provide a detailed business plan based on the requirements of the tender specifications. The methodology must include a management strategy that will meet the terms and conditions of the contract.	Evidence of the following processes/explanations are identified within the Business Plan:		**30**
	Proposed Structure/Organogram	5 points	
	Product distribution mechanism	5 points	
	Order process for service providers	5 points	
	Stock control mechanisms	5 points	
	Health Requirements	5 points	
	Shrinkage, damaged product mitigation management	5 points	

NB: Bidders to attach/Annex a details plan to this page/section of the document.

_____
Signature
Print name:
On behalf of the bidder (duly authorised)

_____
Date

(9) CONTRACT DOCUMENTS

ANNEXURE 1: Form of Guarantee / Performance Security

NOT APPLICABLE

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum amount of R .....

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no _____: _____ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CTS the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by CTS to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, CTS intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by CTS to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to CTS the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from CTS to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, CTS shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of CTS's bank compounded monthly and calculated from the date payment was made by the Guarantor to CTS until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. CTS shall have the absolute right to arrange its affairs with the Supplier in any manner which CTS may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to CTS:

National Banks:
ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):
Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:
ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co

ANNEXURE 2: Form of Advance Payment Guarantee

NOT APPLICABLE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R .....

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

“Schedule of Plant and materials” means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words: .....

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract (“default”) and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Supplier’s default and that this Advance Payment Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

ANNEXURE 3: Monthly Project Labour Report (Example)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.

2 Incomplete / incorrect / illegible forms will not be accepted.

3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.

4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA

6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.

7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training; Reporting Threshold

10 A new worker is one in respect of which a new employment contract is signed in the current month.

11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the -job training must be excluded from this entry

12 All formal accredited / non-accredited training that does not form part of on-the-job training

13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

14 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.

15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.

16 If a computer is not available hardcopy forms and supporting documentation will be accepted.

17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL – WORK –

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)	2	0

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)						
2	0							2	0					

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R											–		

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month		
		of	

	(8)	(8)	(8)	(9)	(10)			(11)	(12)	(13)
No.	First name	Surname	ID number	Jobseeker Database Reference Number	New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	No of days worked this month (excl. training)	No of training days this month (with stipend)	Rate of pay per day (R – c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
								0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent Project Manager/ Representative:	Name		Signature	
	Date			

ANNEXURE 4: Preference Policy Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: **323I/2022/23: THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.**

SUPPLIER: .....

SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 3: Preference Schedule) (**P***)	R	Specific Goals of Prime Supplier	

Name of Sub-contractor (list all)	**Specific Goals of supplier[1]**	**Total value of Sub-contract (excl. VAT)[1]**	**Value of Sub-contract work to date (excl. VAT)[1]**	**Value of Sub-contract work to Sub-contractors with Specific Goals not aligned to that of the Prime Supplier**
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of **P***	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: ..... **Date:** .....

Verified by CTS Project Manager: ..... **Date:** _____

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: **323I/2022/23: THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.**

SUPPLIER: .....

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 3: Preference Schedule) (**P***)	R	Specific Goals of Partnership/ Joint Venture (JV)/ Consortium	

Name of partners to the Partnership/ JV / Consortium (list all)	**Specific Goals of each partner at contract award**	**Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement[1]** **A**	**Total value of partner's contribution (excl. VAT)[1]** **B = A% x P***	**Value of partner's contribution to date (excl. VAT)[1]** **C**	**Value of partner's contribution as a percentage of the work executed to date** **D = C/P*x100**
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

[1]Documentary evidence to be provided

<u>Signatures</u>

Declared by supplier to be true and correct: _____ **Date:** .....

Verified by CTS Project Manager: ..... **Date:** .....

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CTS Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051
Dear Sir

TENDER NO: **323I/2022/23**

TENDER DESCRIPTION: THE APPOINTMENT OF A LIQUOR DISTRIBUTION AGENT, FOR THE CAPE TOWN STADIUM (RF) SOC (CTS), FOR EVENTS AT DHL STADIUM.

NAME OF SUPPLIER:_____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CTS Stadium with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

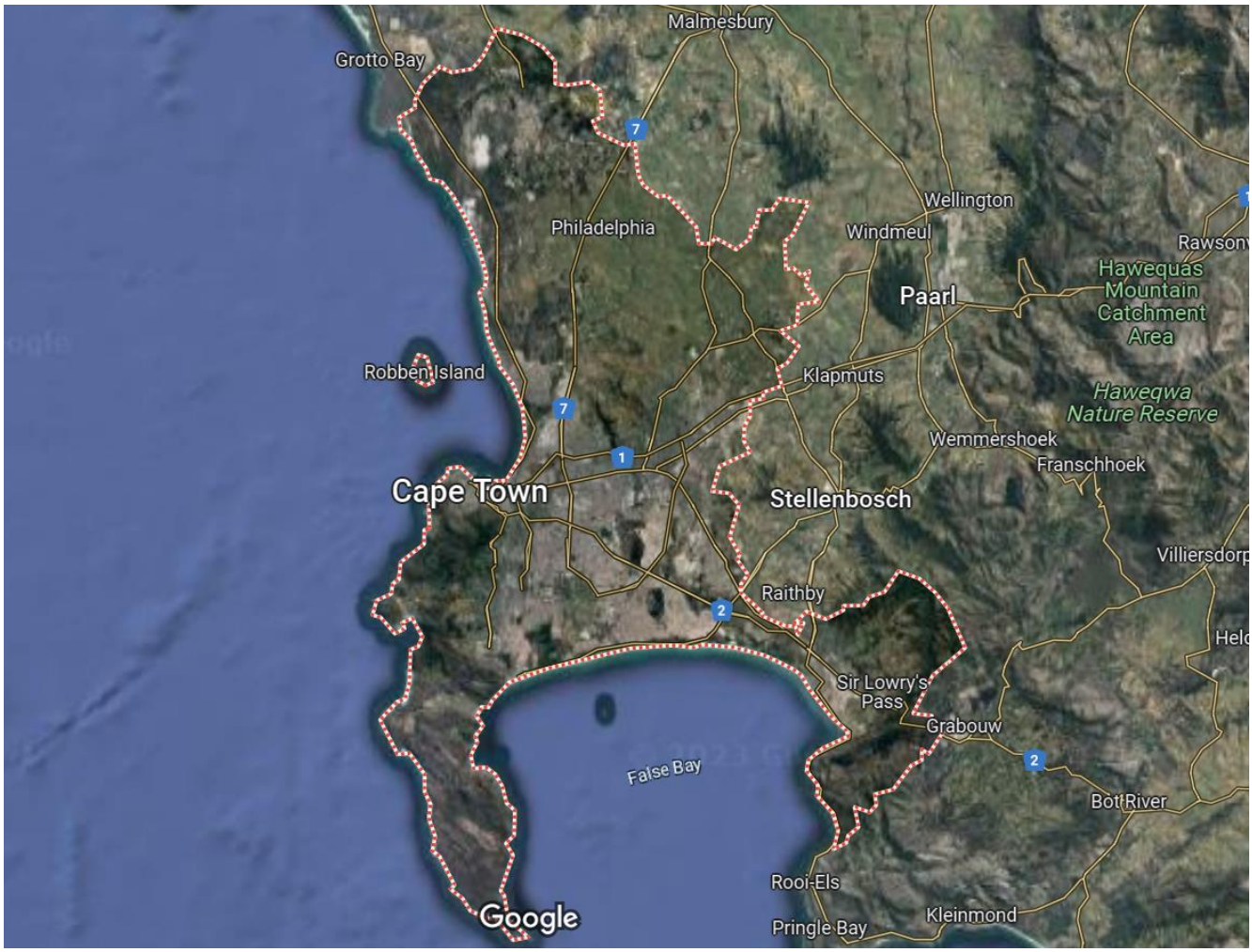
I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

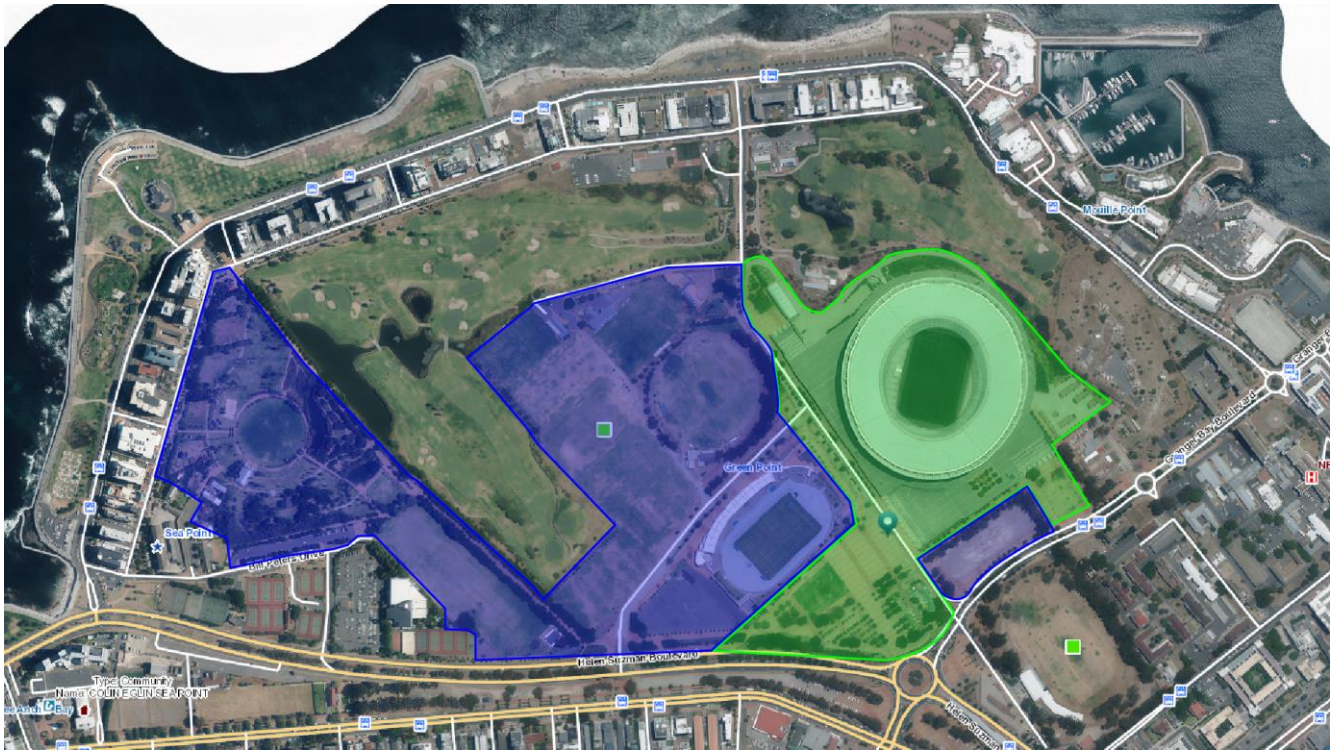
Signed: _____

For: _____ (Supplier's Insurance Broker)

ANNEXURE 7: Municipal Area



ANNEXURE 8: Municipal Entity Footprint



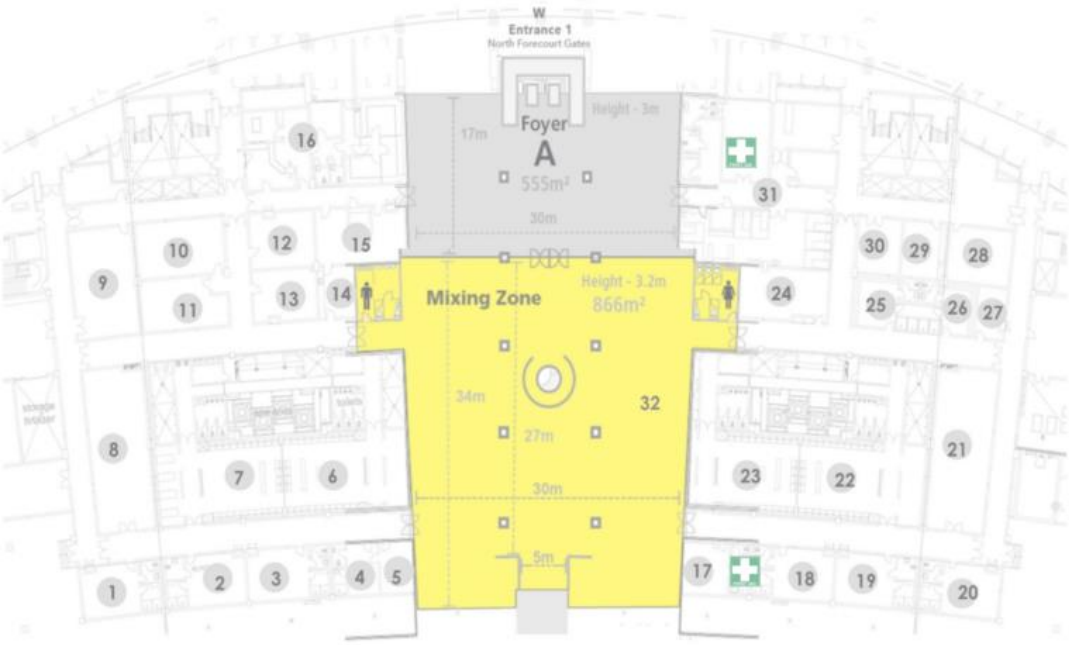
GREEN : Stadium footprint
BLUE : Greater precinct footprint

ANNEXURE 9: Estimated number of events and spectators

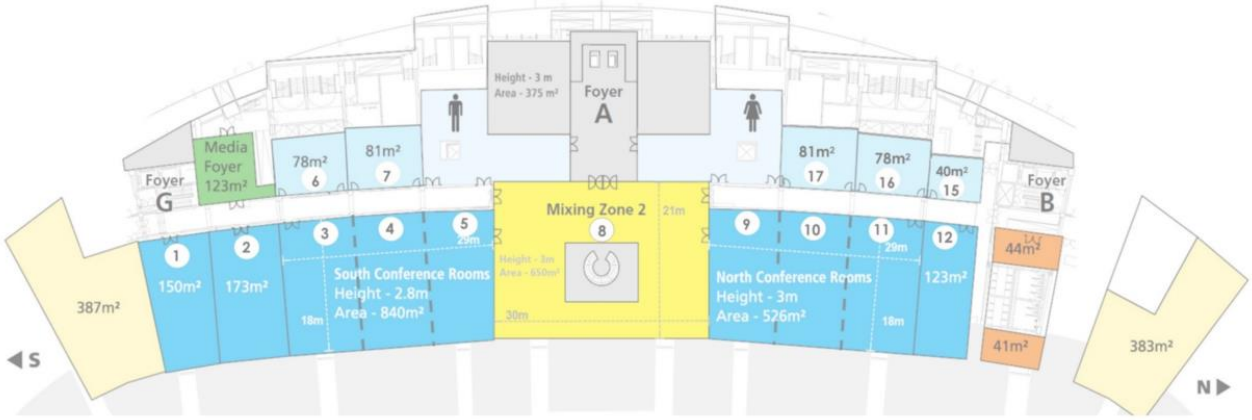
	Projected		
Year	**2023/24**	**2024/25**	**2025/26**
Attendance/Spectators	750000	850000	900000
Events Hosted	122	124	124

ANNEXURE 10: Accommodation Schedules

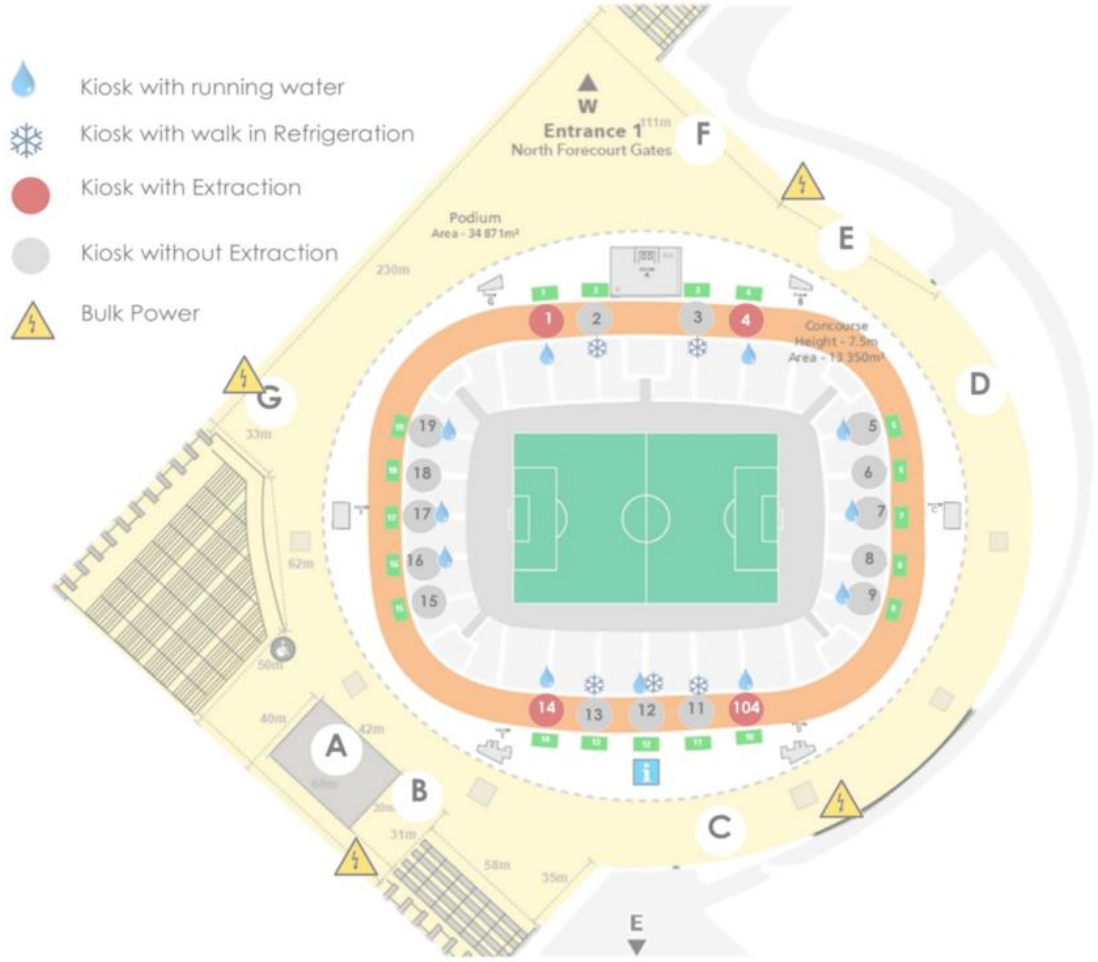
Accommodation Schedule – Level 00



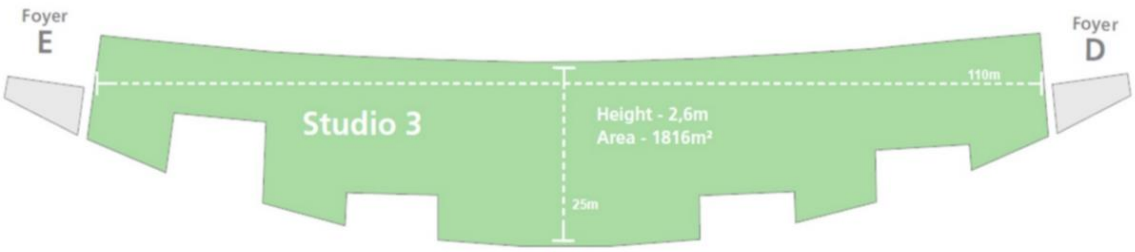
Accommodation Schedule – Level 01



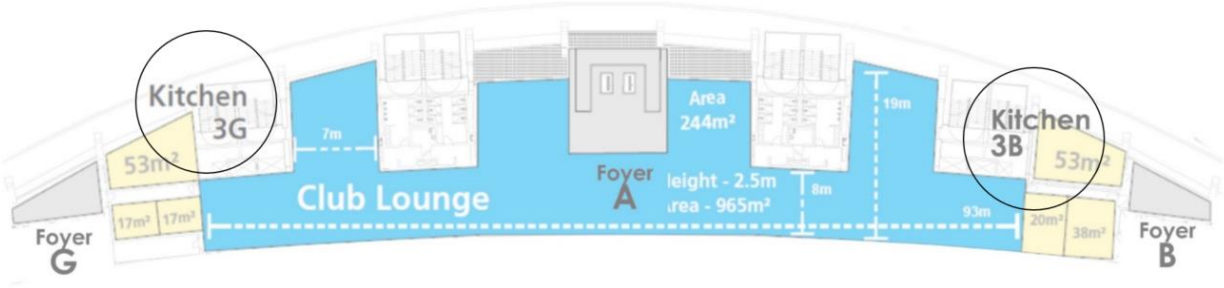
Accommodation Schedule – Level 02



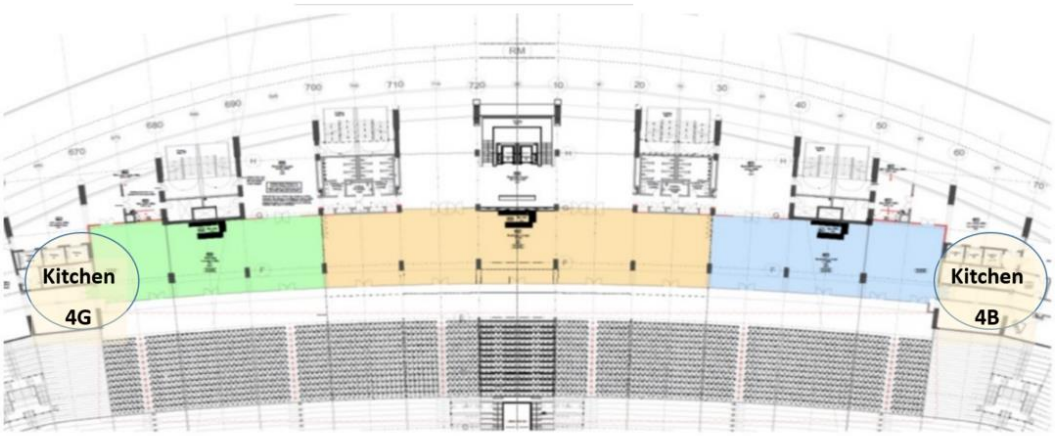
Accommodation Schedule – Level 03 (east)



Accommodation Schedule – Level 03 (west)

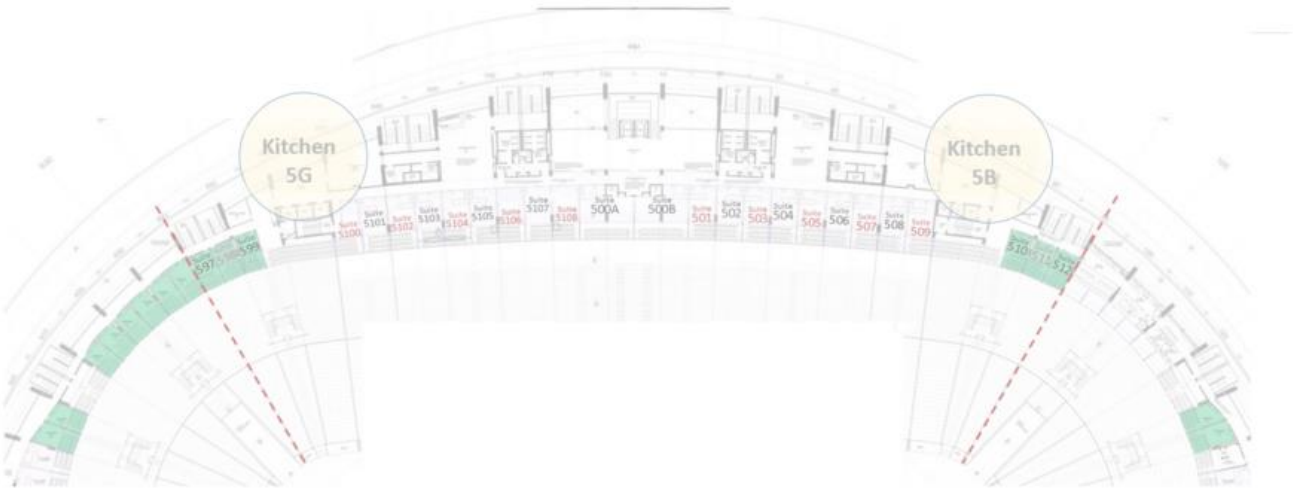


Accommodation Schedule – Level 04

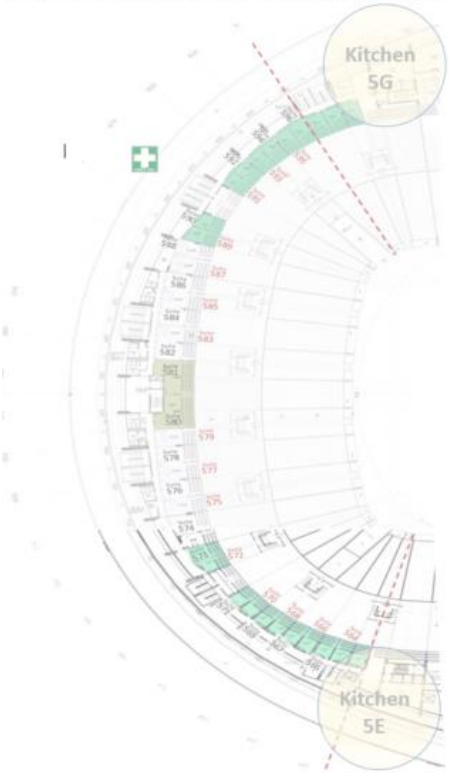


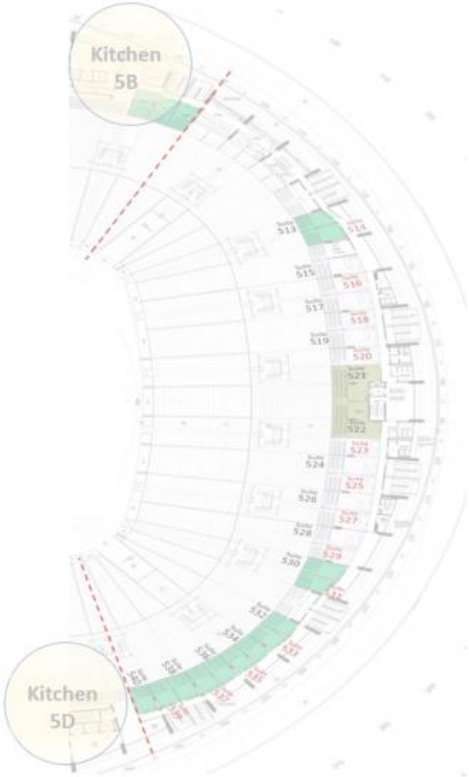
Accommodation Schedule – Level 05 EAST

Accommodation Schedule – Level 05 WEST



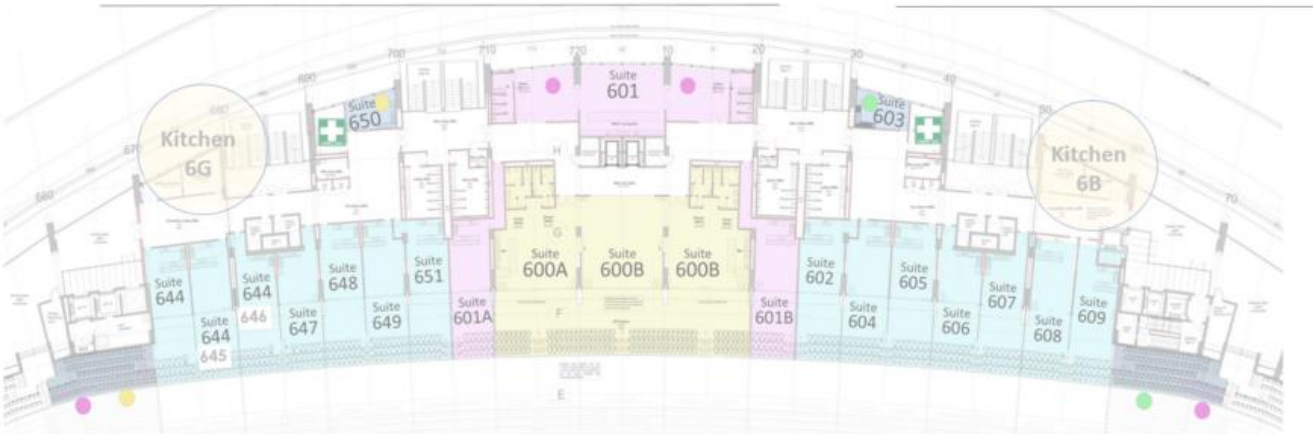
Accommodation Schedule Level 05 NORTH & SOUTH





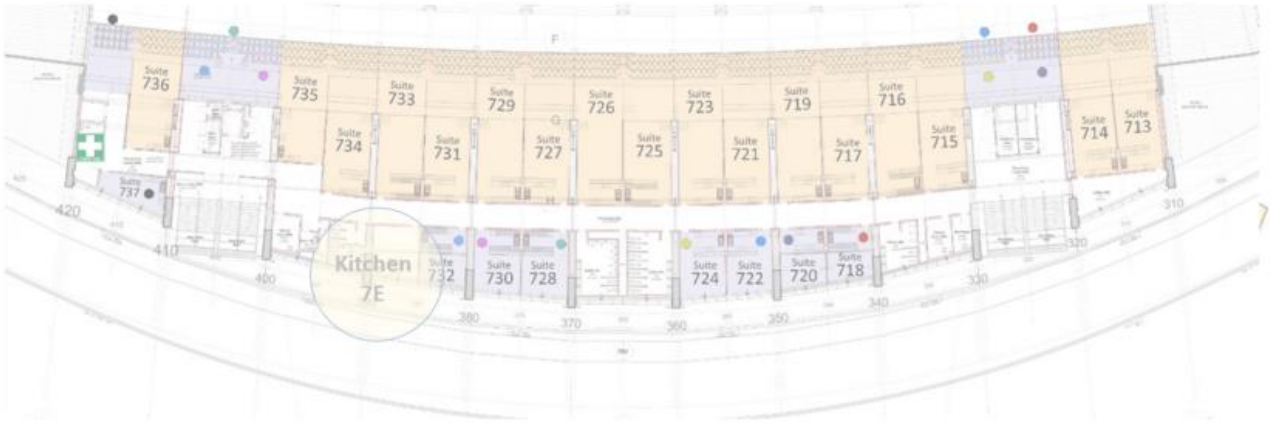
Accommodation Schedule – Level 06 EAST

Accommodation Schedule – Level 06 WEST



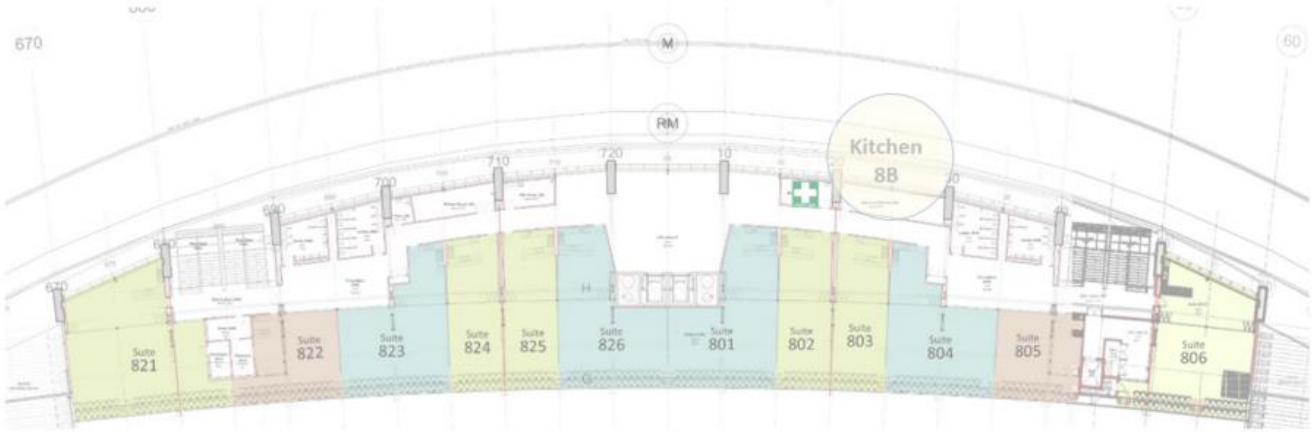
Accommodation Schedule – Level 07 WEST

Accommodation Schedule – Level 07 EAST



Accommodation Schedule – Level 08 EAST

Accommodation Schedule – Level 08 WEST



ANNEXURE 11: DHL Stadium Site Layout

Planning capacity
(excl. hospitality capacity)

0 - 62 000 (FULL CAPACITY)

Public Access Control via turnstiles		Comment	
01-11	OPEN		
12-18	OPEN		
19-22	OPEN		
Parking Access Control via underground parking		**Comment**	
P1A		LEVEL 01 - 350 BAYS	
P1B		LEVEL 00 - 150 BAYS	
Public Activations Areas in use			
A	IN USE	E	IN USE
B	IN USE	F	IN USE
C	IN USE	G	WIND RATED STRUCTURE
D	IN USE		
Vending, Concession & Bars Level 02 Podium (food trucks optional @ EO's cost)			
01	OPEN	11	OPEN
02	OPEN	12	OPEN
03	OPEN	13	OPEN
04	OPEN	14	OPEN
05	OPEN	15	OPEN
06	OPEN	16	OPEN
07	OPEN	17	OPEN
08	OPEN	18	OPEN
09	OPEN	19	OPEN
10	OPEN		
Foyers Suite Entry			
OPEN		ALL	
Dry Snacks & Bars - Level 06 South & North Only			
01	Available for activation at EO Cost		
02	Available for activation at EO Cost		
03	Available for activation at EO Cost		
04	Available for activation at EO Cost		

LEGEND

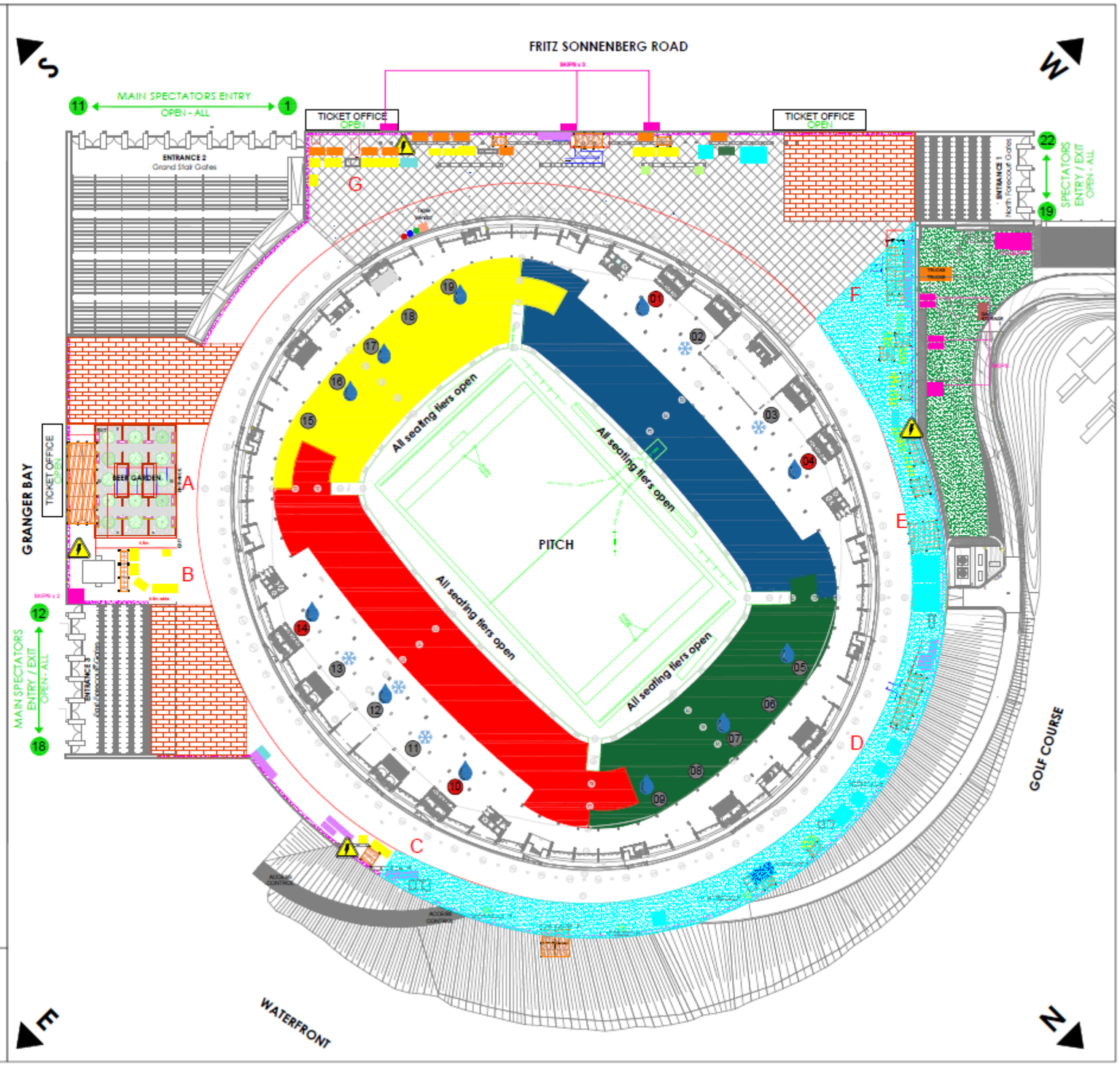
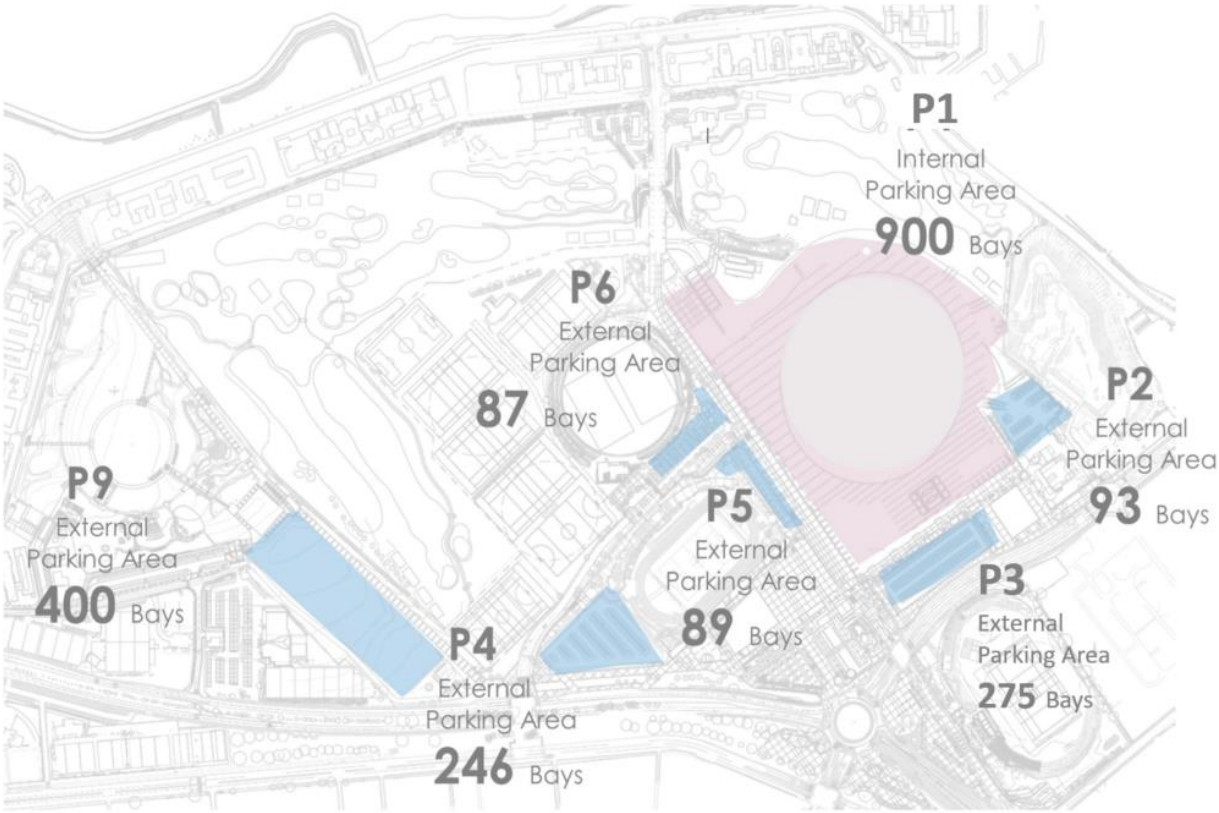
	No Trading Zones		Turnstiles
	Available Seating		Kiosk with running water
	Marquees		Kiosk with walk in refrigeration
	Food Trucks		Kiosk with extraction
	Trucks		Kiosk without extraction
	Beer Storage Container 12m x 2m		Bulk power
	Cold Reefer 6m x 2m		1.8m Fencing
	ATM's		1.2m Fencing
	Skips		Gas Storage
	Boneyard/ Broadcast Compound		Waste Management plan - 1m wide
	Visitor Centre and Lost & Found		Wind Rated Structures
	Activations & Bars (potential to only use)		Closed - No Activations & Bars

Gas units 4.5m apart

DHL STADIUM

Event name:

Site Layout



ANNEXURE 12: Parking Plan