


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 80

**TENDER NO: 340S/2022/23**

**TENDER DESCRIPTION: PANEL FOR EVENT LOGISTIC SERVICES (ABLUTION SERVICES,AUDIO & VISUAL PRODUCION SERVICES,EVENT BRANDING AND PRODUCTION SERVICES ,(INSTALLATION,ERECTION AND REMOVAL OF BRANDING ITEMS ) TRANSPORT & LOGISTICS SUPPORT SERVICES,FENCING SERVICES ,SAFETY SERVICES) REQUIRED AT EVENTS OF THE CAPE TOWN.**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT TO 30 JUNE 2027**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE: 18 MAY 2023**

**CLOSING TIME: 10:00 a.m.**

**TENDER BOX  
NUMBER: 168**

**TENDER FEE: R200**

Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS (if different from above)</b>	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer (see clause 2.2.11.1)</b>	
<b>Alternative Offer (see clause 2.2.11.1)</b>	

TENDER SERIAL NO.:	
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING	
1	
2	
3	

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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	<b>14 April 2023</b>
<b>SITE VISIT/CLARIFICATION MEETING</b>	:	3 May 2023 at 12:30-13:30 (Not compulsory, but strongly recommended)
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	.Events Department, 10 <sup>th</sup> Floor, 2 Bay Side Cape Town, Civic Centre, 12 Hertzog Boulevard And via skype
<b>TENDER BOX &amp; ADDRESS</b>	:	<p><b>Tender Box as per front cover at the Tender &amp;Quotation Boxes Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</b></p> <p>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 name and address of the tenderer, the endorsement “ <b>340S/2022/23 PANEL FOR EVENT LOGISTIC SERVICES (ABLUTION SRVICES, AUDIO &amp; VISUAL PRODUCTION SERVICES, EVENT BRANDING AND PRODUCTION SERVICES, (INSTALATION,ERECTION AND REMOVAL OF BRANDING ITEMS) TRANPORT &amp; LOGISTICS SUPPORT SERVICES, FENCING SERVICES,SAFETY SERVICES) REQUIRED AT EVENTS OF THE CITY OF CAPE TOWN</b> the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>
<b>CCT TENDER REPRESENTATIVE</b>		<p>[Name:Alicia Borrens...</p> <p>Tel. No.:(0214009891.)</p> <p>Email:alicia.borrens@capetown.gov.za...</p> <p>Name: Andiswa Ziliso</p> <p>Email: <a href="mailto:Andiswa.Ziliso@capetown.gov.za">Andiswa.Ziliso@capetown.gov.za</a></p>

**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'**

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

**2.1.1.1** The City of Cape Town (CCT) and each tenderer 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, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.**

**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 the City of any other remedies available to it as described in the SCM Policy.**

**2.1.1.2** The CCT, the tenderer 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. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT 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.

**2.1.1.3** The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

#### 2.1.2 Interpretation

**2.1.2.1** The additional requirements contained in the returnable documents are part of these Conditions of Tender.

**2.1.2.2** 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.

#### 2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, 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 CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

#### 2.1.4 The CCT's right to accept or reject any tender offer

**2.1.4.1** The CCT 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 CCT 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;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.



## **2.1.5 Procurement procedures**

### **2.1.5.1 General**

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint a panel of various tenders but reserves the right to appoint fewer tenderers to a panel or not to appoint a panel at all.. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers or not to appoint any tenderes at all.

The contract period shall be for a period of **three years** from the commencement date of the contract.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods and services after a secondary competitive process is undertaken based upon the rates tendered and the status level of contribution as verified during the awarding of the main tender. The order will always be offered and, if accepted, allocated to the highest ranked tenderer, and only if he refuses will the work be offered to the next ranked tenderer.

The contract period shall be for a period of **three years** from the commencement date of the contract.

### **2.1.5.2 Proposal procedure using the two stage-system**

A two-stage system will not be followed.

**2.1.5.2.1** Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**2.1.5.2.2** The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

### **2.1.5.3 Nomination of Alternative Bidder**

Alternative Bidder means a supplier or more than one supplier identified at the time of the award that will be considered for award should the appointed supplier (the winner) refuse the allocation of work offered in terms of the appointment ;

SCM Policy.

## **2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

### **2.1.6.1 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):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town 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.

### **2.1.6.2 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 City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager 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
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

### **2.1.6.3 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).

### **2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:**

**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

### **2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:**

**The City Manager** - C/o the Manager: Access to Information Unit, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

### **2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as



otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

**2.1.7 City of Cape Town Supplier Database Registration**

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers 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.

Tenderers 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, 2<sup>nd</sup> 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](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

**2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers 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.

Tenderers 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 tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) 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);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) 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);
- e) 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 based on the conditions contained thereon (applicable schedules to be completed);
- f) 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);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

#### 2.2.1.1.3 Non Compulsory clarification meeting

Tenderers are required to attend a non compulsory clarification meeting at which they 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.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

**2.2.1.1.4 Minimum score for functionality**

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below 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.

**CATEGORY 1: ABLUTION SERVICES**

<b>Evaluation Criteria</b>	<b>Applicable values/points</b>	<b>Weight</b>
Previous Experience	<p>Provide examples of previous relevant experience:</p> <p>1 -5 examples provided with reference to sub-criteria points make-up – Refer to Schedule 15.1.1 – Previous relevant experience hereto attached)</p> <p>Totals:</p> <p>1 Comparable project = 7pts</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type of ablution facilities used (1pt)</li> <li>• Quantity of ablution facilities used (1pt)</li> <li>• Amount of staff for set-up (1pt) 35</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> </ul> <p>2 Comparable projects = 14</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type of ablution facilities used (1pt)</li> <li>• Quantity of ablution facilities used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> </ul> <p>3 Comparable projects = 21</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type of ablution facilities used (1pt)</li> </ul>	35

	<ul style="list-style-type: none"> <li>Quantity of ablution facilities used (1pt)</li> <li>Amount of staff for set-up (1pt)</li> <li>Kind of service delivered with safety measures (1pt)</li> <li>References: Client's name and contact details (1pt)</li> </ul> <p>4 Comparable projects = 28</p> <ul style="list-style-type: none"> <li>Date of service (1pt)</li> <li>Name of event (1pt)</li> <li>Type of ablution facilities used (1pt)</li> <li>Quantity of ablution facilities used (1pt)</li> <li>Amount of staff for set-up (1pt)</li> <li>Kind of service delivered with safety measures (1pt)</li> <li>References: Client's name and contact details (1pt)</li> </ul> <p>5 Comparable projects = 35</p> <ul style="list-style-type: none"> <li>Date of service (1pt)</li> <li>Name of event (1pt)</li> <li>Type of ablution facilities used (1pt)</li> <li>Quantity of ablution facilities used (1pt)</li> <li>Amount of staff for set-up (1pt)</li> <li>Kind of service delivered with safety measures (1pt)</li> <li>References: Client's name and contact details (1pt)</li> </ul>	
Evaluation Criteria	Applicable values/points	Weight
Equipment	<p>Service provider required to provide, deliver, set-up and break-down <b>(Refer to Schedule 15.1.2– Equipment List)</b> Provide list of ablution facility types available or have access to (attach an example/picture of each ablution facilities type please)</p> <p>Types of Ablution Facilities:</p> <p>1 Type of ablution Facility available = 7pts</p> <ul style="list-style-type: none"> <li>Name &amp; Description of Ablution Facility (2pts)</li> <li>Quantity (total 3pts)</li> </ul>	60

	<ul style="list-style-type: none"> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul> <p>2 Type of ablution Facilities available= 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul> <p>3 Type of ablution Facility available = 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul>	
	<p>4 Type of ablution Facility available = 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul> <p>5 Type of ablution Facility available = 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> </ul>	

	<p>4 Type of ablution Facility available = 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul> <p>5 Type of ablution Facility available = 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul>	
Evaluation Criteria	Applicable values/points	Weight
	<p>6 Type of ablution Facility available= 7</p> <ul style="list-style-type: none"> <li>○ Name &amp; Description of Ablution Facility (2pts)</li> <li>○ Quantity (total 3pts)</li> <li>○ 1-20 (1pt)</li> <li>○ 21 to 80 (2pts)</li> <li>○ 81 to 150 (3pts)</li> <li>○ Image(quality) (2pts)</li> </ul> <p>List any Safety measures available (sand bags, signage etc.): - <b>Refer to schedule 15.1.3</b> (5pts)</p> <p>List any Health measures available <b>Refer to schedule 15.1.4</b> (5pts):</p> <ul style="list-style-type: none"> <li>○ Hygienic measures in place (2pts):</li> <li>○ Rinsing Water (2pt),</li> <li>○ Bins (1pt)</li> </ul> <p><b>Vehicles listed- Refer to schedule 15.1.5 (8pts)</b></p>	

	<ul style="list-style-type: none"> <li>○ Bakkie(2pt)</li> <li>○ Truck (2pt)</li> <li>○ Pump truck (2pt)</li> <li>○ Trailer (2pt)</li> </ul>	
Staff	<b>Staff compliment = 5pts</b> (For delivery, set-up and dismantling of Ablution Facilities – <b>Refer to Schedule 15.1.6 – Staff Equipment List</b> )	<b>Weight</b>  <b>5</b>
	<ul style="list-style-type: none"> <li>○ Supervisor (min of 1 per site) (1pt)</li> <li>○ Janitors (min of 2-5 per site) (2pt)</li> <li>○ Labourers (1pt)</li> <li>○ Driver (one) (1pt)</li> </ul>	
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

## CATEGORY 2 AUDIO & VISUAL SERVICES

Only those tenders submitted by tenderers who achieve the minimum score for functionality per category as stated below 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 for the categories listed below.

Evaluation Criteria	Applicable values/points	Weight
Track Record (previous relevant experience)	<b>Provide examples of previous relevant experience:1-10 Examples (Refer to Schedule 15.2.1)</b>  <b>1. Outdoor Staged Concert = 4pts</b> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <b>2. Sound and screen relay to other venues = 4pts</b> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> </ul>	<b>40</b>



<p><b>Evaluation Criteria</b></p>	<ul style="list-style-type: none"> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>3. Sound for a Street Parade on trucks/floats= 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>4. Indoor staged event with screens and projectors= 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>5. Live Broadcasting showing speakers/entertainment = 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>Applicable values/points</b></p>	<p><b>Weight</b></p>
	<p><b>6. Sound and screens for conference/summit where recording is done of the event. = 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>7. Special effects, eg pyrotechs, video mapping, colour lighting features and laser effects or other= 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> </ul>	

	<ul style="list-style-type: none"> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>8. Artist Management of artists and sourcing = 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>9. Stage Programme Production = 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul> <p><b>10. Video Production &amp; broadcasting = 4pts</b></p> <ul style="list-style-type: none"> <li>• Name, Date of Event &amp; Venue (1pt)</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> <li>• Staff compliment used (1pt)</li> <li>• Proof (Image/Presentation) (1pt)</li> </ul>	
Equipment	<p><b>List of Equipment (access or owned)-Refer to schedule 15.2.2</b></p> <ul style="list-style-type: none"> <li>• Stages and platforms <b>(2pts)</b></li> <li>• Scaffold built stages <b>(2pts)</b></li> <li>• Scaffold seating for public and/or VIP areas <b>(2pts)</b></li> <li>• Sound and sound relay <b>(2pts)</b></li> <li>• Outdoor and indoor screens <b>(2pts)</b></li> <li>• Lighting for stage with trussing for both indoor and outdoor <b>(2pts)</b></li> <li>• Projection: rear and front <b>(2pts)</b></li> <li>• Live Broadcasting, cameras, streaming, and cabling <b>(1pt)</b></li> <li>• Front of House for outdoor concerts and indoor staged programmes and conferences <b>(2pts)</b></li> <li>• Special effects, eg laser, pyrotechs, video mapping and colour lighting for indoor and outdoor <b>(2pts)</b></li> <li>• Audio &amp; Visual technical production facilities (1pt)</li> <li>• Other equipment and Safety Measures in place: safety equipment (e.g. wind meter, cable ties, signage) <b>(2pts)</b></li> </ul>	22
Service List	<p><b>List all services Offered-Refer to schedule 15.2.3</b></p> <p>Sound on stage: indoor and outdoor events with relay <b>(2pts)</b></p> <ul style="list-style-type: none"> <li>• Sound Recording <b>(1pt)</b></li> </ul>	16

	<ul style="list-style-type: none"> <li>• Stage building: scaffold structures and platforms <b>(2pt)</b> Stage Building: Screen/set design and building <b>(1pt)</b></li> <li>• Design &amp; production of broadcasting services: on screens on stage, to relay screens for both indoor and outdoor events. <b>(1pt)</b></li> <li>• Design &amp; recording of video for: live broadcasting, video production, television and streaming recording <b>(1pt)</b></li> <li>• Stage production &amp; Management <b>(1pt)</b></li> <li>• Stage Programme Production with Screen Content production (including design) <b>(1pt)</b></li> <li>• Front of House <b>(1pt)</b></li> <li>• Design and production of special affects re lighting and extras, example laser, smoke, pyrotechnics colour lighting, video mapping etc <b>(2pts)</b></li> <li>• Artist Management: sourcing, managing, choreography, costumes and contracts <b>(2pt)</b></li> <li>• List other additional services offered <b>(1pt)</b></li> </ul>	
Staff Compliment	<b>Staff compliment</b> (For various services required in the industry – Refer to Schedule 13.2.4) <ul style="list-style-type: none"> <li>• Sound on stage: indoor and outdoor events with relay <b>(2pts)</b></li> <li>• Sound Recording <b>(2pts)</b></li> <li>• Stage building: scaffold structures and platforms <b>(2pts)</b></li> <li>• Stage Building: Screen/set design and building <b>(2pts)</b></li> <li>• Design &amp; production of broadcasting services: on screens on stage, to relay screens for both indoor and outdoor events <b>(2pts)</b></li> <li>• Design &amp; recording of video for: live broadcasting, video production, television and streaming recording <b>(2pts)</b></li> <li>• Stage production &amp; Management <b>(2pts)</b></li> <li>• Stage Programme Production with Screen Content production (including design) <b>(2pts)</b></li> <li>• Front of House <b>(2pts)</b></li> <li>• Design and production of special affects re lighting and extras, example laser, smoke, pyrotechnics colour lighting, video mapping etc. <b>(2pts)</b></li> <li>• Artist Management: sourcing, managing, choreography, costumes and contracts <b>(2pts)</b></li> </ul>	22
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

**CATEGORY 3**  
**EVENT BRANDING PRODUCTION SERVICES (INSTALATION, ERECTION AND REMOVAL OF**  
**BRANDING ITEMS.**

**Minimum score for functionality**

Only those tenders submitted by tenderers who achieve the minimum score for functionality per category as stated below 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 for the categories listed below.

Evaluation Criteria	Applicable values/points	Weight
Previous Experience	<p><b>Provide previous relevant experience:(Schedule 13.3.1)</b></p> <p>(1 -5 examples provided with reference to sub-criteria points make-up – Refer to Schedule 16.3.1 – Previous relevant experience hereto attached)</p> <p>Totals:</p> <p>1 Comparable project = 5pts</p> <ul style="list-style-type: none"> <li>• Date of when service was rendered (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Type of branding item produced (1pt)</li> <li>• Quantities (Produced) (1pt)</li> <li>• Amount of staff used to perform the aforementioned service (1pt)</li> </ul> <p>2 Comparable project = 5pts</p> <ul style="list-style-type: none"> <li>• Date of when service was rendered (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Type of branding produced (1pt)</li> <li>• Quantities (Produced) (1pt)</li> <li>• Amount of staff used to perform the aforementioned service (1pt)</li> </ul> <p>3 Comparable projects = 5pts</p> <ul style="list-style-type: none"> <li>• Date of when service was rendered (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Type of branding produced (1pt)</li> <li>• Quantities (Produced) (1pt)</li> <li>• Amount of staff used to perform the aforementioned service (1pt)</li> </ul> <p>4 Comparable projects = 5pts</p>	<b>20</b>

	<ul style="list-style-type: none"> <li>• Date of when service was rendered (1pt) References: Client's name and contact details (1pt)</li> <li>• Type of branding produced (1pt)</li> <li>• Quantities (Produced) (1pt)</li> <li>• Amount of staff used to perform the aforementioned service (1pt)</li> </ul>	
Service Offering	<p>Service provider required to provide, a breakdown of what branding items they are able to produce <b>(Refer to Schedule 13.3.2)</b> –</p> <p>Provide a description &amp; and an image</p> <p><b>List of branding items (total 45 pts)</b></p> <ul style="list-style-type: none"> <li>• A-frame or pop-up banners (2pts)</li> <li>• Air Dancers (2pts)</li> <li>• Arches for sport events (2pts)</li> <li>• Banner walls: pipe frame (2pts)</li> <li>• Teardrop, telescopic and/or feather banners (2pts)</li> <li>• Rolla banners (2pts)</li> <li>• Fence banners (2pts)</li> <li>• Display stand/units (2pts)</li> <li>• Country flags and/or street pole flags(2pts)</li> <li>• Flag pole stands (2pts)</li> <li>• Lecterns (2pts)</li> <li>• Plinths (2pts)</li> <li>• Entrance/welcome carpets, eg red carpet (2pts)</li> <li>• Stanchions (2pts)</li> <li>• Umbrella and stand (2pts)</li> <li>• Plasma stands (2pts)</li> <li>• Shelves for expo's (1pt)</li> <li>• Gazebo (1pt)</li> <li>• Tent: stretch and/or star (1pt)</li> <li>• Drop banners (1pt)</li> <li>• Other: any other branding that is unique (3pts)</li> <li>• Signage boards for events (1pt)</li> <li>• Sand bags (1pt)</li> <li>• Vynals &amp; decals (1pt)</li> <li>• Branded Trophies (1pt)</li> <li>• Branded Gift Bags (1pt)</li> <li>• Branded Wristbands (1pt)</li> </ul> <p>Additional to the above Service provider is further required to provide, a breakdown of other services</p>	57

	<p>they offer pertaining to branding (<b>Refer to Schedule 13.3.3</b>) –Provide a description &amp; and an image</p> <ul style="list-style-type: none"> <li>• Services rendered by Service Provider: 12pts</li> <li>• Production of event branding Items (3pts)</li> <li>• Instalation, erecting and Removal of Branding items (3pts)</li> <li>• Repair of damaged event branding items (3pts)</li> <li>• Cleansing of soiled event branding items (2pts)</li> <li>• Other service offerings pertain to event branding items (1pts)</li> </ul>	
Staff	<p><b><u>Staff compliment = 18pts</u></b></p> <p><b>Refer to Schedule 13.3.4</b></p> <p>(Tenderer to provide a breakdown of staff compliment - Use Schedule 15.3.5–Staff Equipment List)</p> <ul style="list-style-type: none"> <li>○ Supervisor (3pts)</li> <li>○ Labourers (2pts)</li> <li>○ Production manager (3pts)</li> <li>○ Production crew (2pts)</li> <li>○ Designer (3pts)</li> <li>○ Driver(Truck) 2pts)</li> <li>○ Driver Cherry picker,(3pts)</li> </ul>	<b>18</b>
Equipment	<p><b><u>List of Equipment (access or owned – Refer to Schedule 13.3.5</u></b></p> <ul style="list-style-type: none"> <li>• Cherry Picker (2pts)</li> <li>• Truck (1pts)</li> <li>• Brackets(2pts)</li> </ul>	<b>5</b>
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

**CATEGORY 4 FENCING SERVICES****Minimum score for Functionality**

Only those tenders submitted by tenderers who achieve the minimum score for functionality per category as stated below 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 for the categories listed below.

<b>Evaluation Criteria</b>	<b>Applicable values/points</b>	<b>Weight</b>
Previous Experience	<p><b>Provide previous relevant experience:(Schedule 13.4.1)</b></p> <p>(1 -5 examples provided with reference to sub-criteria points make-up – Refer to Schedule 15.4.1 – Previous relevant experience hereto attached)</p> <p>Totals:</p> <p>1 Similar project = 7pts</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Name of fencing type used (1pt)</li> <li>• Quantity of fencing used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> </ul> <p>2 similar projects = 14pts</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Name of fencing type used (1pt)</li> <li>• Quantity of fencing used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Safety measures (1pt),</li> <li>• References: Client's name and contact details (1pt)</li> </ul> <p>3 similar projects = 21pts</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Name of fencing type used (1pt)</li> <li>• Quantity of fencing used (1pt)</li> <li>• Amount of staff for set-up (1pt) •</li> <li>• Safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> </ul> <p>4 similar projects = 28pts</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Name of fencing type used (1pt)</li> <li>• Quantity of fencing used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> </ul>	<b>35</b>

	<ul style="list-style-type: none"> <li>• Safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> </ul> <p>5 similar projects = 35pts</p> <ul style="list-style-type: none"> <li>• Date of service (1pt)</li> <li>• Name of event (1pt)</li> <li>• Name of fencing type used (1pt)</li> <li>• Quantity of fencing type used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> </ul>	
Equipment	<p>Service provider required to provide, deliver, set-up and break-down (<b>Refer to Schedule 13.4.2– Equipment List</b>) Provide list of fencing types available or have access to (attach an example/picture of each fence type please</p> <p><b>List of fencing:</b></p> <p>1 type of fencing provided= 7pts</p> <ul style="list-style-type: none"> <li>• Queue chute fencing (1.2M) (1pt)</li> <li>• Quantity (1pt)</li> <li>• Size: can provide to layout for length of up to (total 3pts): <ul style="list-style-type: none"> <li>○ Up to 100m (1pt)</li> <li>○ Up to 300m (2pts)</li> <li>○ Up to 600m (3pts)</li> </ul> </li> <li>• Image(quality) (2pts)</li> </ul> <p>2 types of fencing provided = 7pts</p> <ul style="list-style-type: none"> <li>• Angled Fencing(1.2M) (1pt)</li> <li>• Quantity (1pt)</li> <li>• Size: can provide to layout for length of up to (total 3pts): <ul style="list-style-type: none"> <li>○ Up to 100m (1pt)</li> <li>○ Up to 300m (2pts)</li> <li>○ Up to 600m (3pts)</li> </ul> </li> <li>• Image(quality) (2pts)</li> </ul> <p>3 types of fencing provided = 7pts</p> <ul style="list-style-type: none"> <li>• Mojo Fencing (1pt)</li> <li>• Quantity (1pt)</li> <li>• Size: can provide to layout for length of up to (total 3pts): <ul style="list-style-type: none"> <li>○ Up to 100m (1pt)</li> <li>○ Up to 300m (2pts)</li> <li>○ Up to 600m (3pts)</li> </ul> </li> <li>• Image(quality) (2pts)</li> </ul> <p>4 types of fencing provided = 7pts</p> <ul style="list-style-type: none"> <li>• 1.8m high Fencing(1pt)</li> <li>• Quantity (1pt)</li> <li>• Size: can provide to layout for length of up to (total 3pts): <ul style="list-style-type: none"> <li>○ Up to 100m (1pt)</li> <li>○ Up to 300m (2pts)</li> </ul> </li> </ul>	42



	<ul style="list-style-type: none"> <li>○ Up to 600m (3pts)</li> <li>• Image(quality) (2pts)</li> </ul> <p>5 types of fencing provided = 7pts</p> <ul style="list-style-type: none"> <li>• White Picket Fencing(1pt)</li> <li>• Quantity (1pt)</li> <li>• Size: can provide to layout for length of up to (total 3pts):               <ul style="list-style-type: none"> <li>○ Up to 100m (1pt)</li> <li>○ Up to 300m (2pts)</li> <li>○ Up to 600m (3pts)</li> </ul> </li> <li>• Image(quality) (2pts)</li> </ul> <p>6 types of fencing provided = 7pts</p> <ul style="list-style-type: none"> <li>• Other (1pt)</li> <li>• Quantity (1pt)</li> <li>• Size: can provide to layout for length of up to (total 3pts):               <ul style="list-style-type: none"> <li>○ Up to 100m (1pt)</li> <li>○ Up to 300m (2pts)</li> <li>○ Up to 600m (3pts)</li> </ul> </li> <li>• Image(quality) (2pts)</li> </ul>	
Inventory	<p>Inventory list</p> <p><b>Refer to Schedule 13.4.3 –</b></p> <p>1 List any Safety equipment available to support fencing setup <b>(1-4pts)</b></p> <p><b>2 Vehicles listed (6pts)</b></p> <ul style="list-style-type: none"> <li>○ Bakkie(3pts)</li> <li>○ Truck(3pts)</li> <li>○ Other (3pts)</li> </ul>	<b>13</b>
Staff	<p><b>Staff compliment = 10pts</b></p> <p><b>Refer to Schedule 13.4.4</b></p> <p>(For delivery, set-up and dismantling of temporary fencing - Use Schedule 16.4 – Staff Equipment List)</p> <ul style="list-style-type: none"> <li>○ Supervisor (min of 1 per site) (4pts)</li> <li>○ Labourers (min of 2-5 per site) (3pts)</li> <li>○ Driver (one) (3pt)</li> </ul>	<b>10</b>
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given under Schedule 16 below:

**CATEGORY 5: EVENT TRANSPORT & LOGISTICS SUPPORT SERVICES****Minimum score for functionality**

Only those tenders submitted by tenderers who achieve the minimum score for functionality per category as stated below 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 for the categories listed below.

<b>Evaluation Criteria</b>	<b>Applicable values/points</b>	<b>Weight</b>
Track Record (previous relevant experience)	<p><b>Provide examples of previous relevant experience:1-5</b>  <b>Examples (Refer to Schedule 13.5.1)</b></p> <p><b>1 Similar project = 8pts</b></p> <ul style="list-style-type: none"> <li>• Date of service rendered (1pt)</li> <li>• Protection measurements of logistic items(2pts)</li> <li>• Transport of logistic items (2pts)</li> <li>• Setup (1pt) and Breakdown (1pt) of logistic items</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> </ul> <p><b>2 Similar project = 16pts</b></p> <ul style="list-style-type: none"> <li>• Date of service rendered (1pt)</li> <li>• Protection measurements of logistic items(2pts)</li> <li>• Transport of logistic items (2pts)</li> <li>• Setup (1pt) and Breakdown (1pt) of logistic items</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> </ul> <p><b>3 Similar project = 24pts</b></p> <ul style="list-style-type: none"> <li>• Date of service rendered (1pt)</li> <li>• Protection measurements of logistic items(2pts)</li> <li>• Transport of logistic items (2pts)</li> <li>• Setup (1pt) and Breakdown (1pt) of logistic items</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> </ul> <p><b>4 Similar project = 32pts</b></p> <ul style="list-style-type: none"> <li>• Date of service rendered (1pt)</li> <li>• Protection measurements of logistic items(2pts)</li> <li>• Transport of logistic items (2pts)</li> <li>• Setup (1pt) and Breakdown (1pt) of logistic items</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> </ul> <p><b>5 Similar project = 40pts</b></p> <ul style="list-style-type: none"> <li>• Date of service rendered (1pt)</li> <li>• Protection measurements of logistic items(2pts)</li> <li>• Transport of logistic items (2pts)</li> <li>• Setup (1pt) and Breakdown (1pt) of logistic items</li> <li>• Reference (Clients name &amp; Contact number) (1pt)</li> </ul>	<b>40</b>
Staff Compliment	<b>Staff compliment = 20 pts</b>	

	(For delivery, set-up and dismantling of event logistics <b>20 Refer to Schedule 13.5.2</b> <ul style="list-style-type: none"> <li>• Supervisor (5pts)</li> <li>• Labourers (10pts)</li> <li>• Drivers (with drivers licence code c) 5pts</li> </ul>	<b>20</b>
Vehicles	<b>List of vehicles (access or owned)</b> (For delivery, set-up and dismantling of event logistics – <b>Refer to Schedule 13.5.3</b> <ul style="list-style-type: none"> <li>• 1 Ton LDV with Canopy (5pts)</li> <li>• 2 Ton LDV with Canopy (5pts)</li> <li>• 2-3 Ton Truck (5pts)</li> <li>• Closed 5 Ton Truck (6pts)</li> </ul>	<b>21</b>
Equipment	<b>List of Equipment (access or owned)</b> <b>– Refer to Schedule 13.5.3</b> <ul style="list-style-type: none"> <li>• Trolleys (5pts)</li> <li>• Pallet Trolleys (7pts)</li> <li>• Other tools (7pts)</li> </ul>	<b>19</b>
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

**CATEGORY 6 TENT SERVICES:****Minimum score for Functionality**

Only those tenders submitted by tenderers who achieve the minimum score for functionality per category as stated below 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 for the categories listed below.

<b>Evaluation Criteria</b>	<b>Applicable values/points</b>	<b>Weight</b>
Previous Experience	<p><b>Provide examples of previous relevant experience:</b>            (1 -5 examples provided with reference to sub-criteria points make-up – <b>Refer to Schedule13.6.1</b> – Previous relevant experience hereto attached)</p> <p>Totals:            1 Similar project = 9pts</p> <ul style="list-style-type: none"> <li>• Date of service &amp; venue (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type &amp; Size of Tent used (1pt)</li> <li>• Quantity of tent (s)used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Structural Engineer Certificate(1pt)</li> <li>• Building Development Plans (1pt)</li> </ul> <p>2 similar projects = 18pts</p> <ul style="list-style-type: none"> <li>• Date of service &amp; Venue (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type &amp; Size of Tent used (1pt)</li> <li>• Quantity of tent (s)used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Structural Engineer Certificate (1pt)</li> <li>• Building Development Plans (1pt)</li> </ul> <p>3 similar projects = 27pts</p> <ul style="list-style-type: none"> <li>• Date of service &amp; Venue (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type &amp; Size of Tent used (1pt)</li> <li>• Quantity of tent (s)used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Structural Engineer Certificate (1pt)</li> <li>• Building Development Plans (1pt)</li> </ul> <p>4 similar projects = 36pts</p>	<b>45</b>

	<ul style="list-style-type: none"> <li>• Date of service &amp; Venue (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type &amp; Size of Tent used (1pt)</li> <li>• Quantity of tent (s)used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Structural Engineer Certificate (1pt)</li> <li>• Building Development Plans (1pt)</li> <li>•</li> </ul> <p>5 similar projects = 45pts</p> <ul style="list-style-type: none"> <li>• Date of service &amp; Venue (1pt)</li> <li>• Name of event (1pt)</li> <li>• Type &amp; Size of Tent used (1pt)</li> <li>• Quantity of tent (s)used (1pt)</li> <li>• Amount of staff for set-up (1pt)</li> <li>• Kind of service delivered with safety measures (1pt)</li> <li>• References: Client's name and contact details (1pt)</li> <li>• Structural Engineer Certificate (1pt)</li> <li>• Building Development Plans (1pt)</li> </ul>	
Equipment	<p>Service provider required to provide, deliver, setup and break-down (<b>Refer to Schedule 13.6.2– Equipment List</b>) Provide list of Tent types available or have access to (attach an example/picture of each tent facilities type please)</p> <p>Types of Tents:</p> <p><b>1.Type of Tent/Services provided: A Frame = 7pts</b></p> <ul style="list-style-type: none"> <li>• Description of Tent type (2pts)</li> <li>• Sizes (3pts)</li> <li>• Image (2pts)</li> </ul> <p><b>2. Type of Tent/Services provided: Bedouin Stretch Tent= 14</b></p> <ul style="list-style-type: none"> <li>• Description of Tent type (2pts)</li> <li>• Sizes (3pts)</li> <li>• Image (2pts)</li> </ul> <p><b>3. Type of Tent/Services provided: Snow Peaks(dome)= 21pts</b></p> <ul style="list-style-type: none"> <li>• Description of Tent type (2pts)</li> <li>• Sizes (3pts)</li> <li>• Image (2pts)</li> </ul> <p><b>4. Type of Tent/Services provided: Other 28</b></p> <ul style="list-style-type: none"> <li>• Description of Tent type (2pts)</li> <li>• Sizes (3pts)</li> <li>• Image (2pts)</li> </ul> <p><b>Refer to schedule 13.6.3</b></p> <ul style="list-style-type: none"> <li>• List any Safety measures available (1-5pts)</li> <li>• sand bags (1pt)</li> </ul>	44

	<ul style="list-style-type: none"> <li>• cable ties (1pt)</li> <li>• signage (1pt)</li> <li>• fire extinguishers (1pt)</li> <li>• concrete blocks &amp; water balusters) (1pt)</li> <li>•</li> </ul> <p><b>Refer to schedule 13.6.3</b> List any additional services (1-5pts)</p> <ul style="list-style-type: none"> <li>• Draping (1pt)</li> <li>• Flooring (1pt)</li> <li>• air conditioning systems (1pt)</li> <li>• Carpeting (1pt)</li> <li>• Decking (1pt)</li> </ul> <p><b>Refer to schedule 13.6.4 Vehicles listed (6pts)</b></p> <ul style="list-style-type: none"> <li>• Bakkie(2pts)</li> <li>• Truck(2pts)</li> <li>• Trailer (2pts)</li> </ul>	
Staff	<p><b>Staff compliment = 11 pts</b> (For delivery, set-up and dismantling of tents – <b>Refer to Schedule 13.6.5</b></p> <ul style="list-style-type: none"> <li>• Supervisor (min of 1 per site) (2pts)</li> <li>• Labourers (min of 5 per site) (2pts)</li> <li>• Driver (one) (2pt)</li> <li>• Structural Engineer (3pts)</li> <li>• Safety Officer (2pts)</li> </ul>	<b>11</b>
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

**Category 7****Safety services**

Evaluation Criteria	Applicable values/points	Weight
Track Record (previous relevant experience)	<p><b>Provide examples of previous relevant experience:1-5 Examples(Refer to schedule 13.7.1)</b></p> <p><b>1 Similar project = 13 points</b></p> <ul style="list-style-type: none"> <li>• Name (1pt) &amp; Date of Event (1pt)</li> <li>• Size of event (Number of attendees)               <ul style="list-style-type: none"> <li>○ 10 – 2 000 (1pt)</li> <li>○ 2 001 – 5 000(2 pts)</li> <li>○ 5001 – 20 000 (3pts)</li> </ul> </li> <li>• Breakdown of service provided (applicable to brief)               <ul style="list-style-type: none"> <li>○ Event Permit Plan (1pt)</li> <li>○ Safety Plan (1pt)</li> <li>○ Security Plan (1pt)</li> <li>○ Medical Plan (1pt)</li> <li>○ Oversee all Structures of the event (1pt)</li> <li>○ Evacuation from start till end of event (1pt)</li> <li>○ Reference of client: name (1pt) and contact no (1pt)</li> </ul> </li> </ul> <p><b>2 similar projects = 26 points</b></p> <ul style="list-style-type: none"> <li>• Name (1pt) &amp; Date of Event (1pt)</li> <li>• Size of event (Number of attendees)               <ul style="list-style-type: none"> <li>○ 11 – 2 000 (1pt)</li> <li>○ 2 001 – 5 000(2 pt)</li> <li>○ 5001 – 20 000 (3pts)</li> </ul> </li> <li>• Breakdown of service provided (applicable to brief)               <ul style="list-style-type: none"> <li>○ Event Permit Plan (1pt)</li> <li>○ Safety Plan (1pt)</li> <li>○ Security Plan (1pt)</li> <li>○ Medical Plan (1pt)</li> <li>○ Oversee all Structures of the event (1pt)</li> <li>○ Evacuation from start till end of event (1pt)</li> <li>○ Reference of client: name (1pt) and contact no (1pt)</li> </ul> </li> </ul>	<b>65</b>

	<p><b>3 similar projects = 39 points</b></p> <ul style="list-style-type: none"> <li>• Name (1pt) &amp; Date of Event (1pt)</li> <li>• Size of event (Number of attendees) <ul style="list-style-type: none"> <li>○ 12 – 2 000 (1pt)</li> <li>○ 2 001 – 5 000(2 pt.)</li> <li>○ 5001 – 20 000 (3pts)</li> </ul> </li> <li>• Breakdown of service provided (applicable to brief) <ul style="list-style-type: none"> <li>○ Event Permit Plan (1pt)</li> <li>○ Safety Plan (1pt)</li> <li>○ Security Plan (1pt)</li> <li>○ Medical Plan (1pt)</li> <li>○ Oversee all Structures of the event (1pt)</li> <li>○ Evacuation from start till end of event (1pt)</li> <li>○ Reference of client: name (1pt) and contact no(1pt)</li> <li>○</li> </ul> </li> </ul> <p><b>4 similar projects = 52 points</b></p> <ul style="list-style-type: none"> <li>• Name (1pt) &amp; Date of Event (1pt)</li> <li>• Size of event (Number of attendees) <ul style="list-style-type: none"> <li>○ 13 – 2 000 (1pt)</li> <li>○ 2 001 – 5 000(2 pt.)</li> <li>○ 5001 – 20 000 (3pts)</li> </ul> </li> <li>• Breakdown of service provided (applicable to brief) <ul style="list-style-type: none"> <li>○ Event Permit Plan (1pt)</li> <li>○ Safety Plan (1pt)</li> <li>○ Security Plan (1pt)</li> <li>○ Medical Plan (1pt)</li> <li>○ Oversee all Structures of the event (1pt)</li> <li>○ Evacuation from start till end of event (1pt)</li> <li>○ Reference of client: name (1pt) and contact no(1pt)</li> </ul> </li> </ul> <p><b>5 similar projects = 65 points</b></p> <ul style="list-style-type: none"> <li>• Name (1pt) &amp; Date of Event (1pt)</li> <li>• Size of event (Number of attendees) <ul style="list-style-type: none"> <li>○ 14 – 2 000 (1pt)</li> <li>○ 2 001 – 5 000(2 pt.)</li> <li>○ 5001 – 20 000 (3pts)</li> </ul> </li> <li>• Breakdown of service provided (applicable to brief) <ul style="list-style-type: none"> <li>○ Event Permit Plan (1pt)</li> <li>○ Safety Plan (1pt)</li> <li>○ Security Plan (1pt)</li> </ul> </li> </ul>	
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	<ul style="list-style-type: none"> <li>○ Medical Plan (1pt)</li> <li>○ Oversee all Structures of the event (1pt)</li> <li>○ Evacuation from start till end of event (1pt)</li> <li>○ Reference of client: name (1pt) and contact no (1pt)</li> </ul>	
Previous relevant plans	<p><b>Example of previous plans submitted to various security agencies as per the Safety at Sports and Recreational Events act, 2010 (1 Example per item): Indoor &amp; Outdoor Event (Refer to Schedule 13.7.2)</b></p> <p><b><u>Example for an outdoor event: -</u></b></p> <ul style="list-style-type: none"> <li>• Safety Management &amp; staff deployment plan (2 pts)</li> <li>• Event Permit Plan (1pts)</li> <li>• Occupational Health &amp; Safety Plan (Incl Gas, noise exemption, vendors, population, Medics, certificate etc.) (1pts)</li> <li>• Security Plan (Incl Evacuation, Risk Management, VIP Protection, Fire etc.) (1pts)</li> <li>• Structural Plan (1pt)</li> <li>• Layout plan (Vendors, stage etc.) (1pt)</li> <li>• Communication Plan (1pt)</li> <li>• Transport Plan (Incl around the venue, outside, road signage) (1pts)</li> <li>• Traffic management Plan (Incl road closures, marshals, parking etc...) (1pt)</li> </ul> <p><b><u>Example for an indoor event:</u></b></p> <ul style="list-style-type: none"> <li>• Safety Management &amp; staff deployment plan (2 pts)</li> <li>• Event Permit Plan (1pts)</li> <li>• Occupational Health &amp; Safety Plan (Incl Gas, noise exemption, vendors, population, Medics, certificate etc.) (1 pts)</li> <li>• Security Plan (Incl Evacuation, Risk Management, VIP Protection, Fire etc.) (1pts)</li> <li>• Structural Plan (1pt)</li> <li>• Layout plan (Vendors, stage etc) (1pt)</li> <li>• Communication Plan (1pt)</li> <li>• Transport Plan (Incl around the venue, outside, road signage) (1pts)</li> <li>• Traffic management Plan (Incl road closures, marshals, parking etc) (1pt)</li> </ul>	20

Scenario Based recommendations	<p><b>Event Scenario based costings &amp; recommendations (Refer to Schedule 16.6)</b></p> <ul style="list-style-type: none"> <li>• Realistic Costings: <ul style="list-style-type: none"> <li>○ Event Safety officer (2pt)</li> <li>○ Event Security (1pt)</li> <li>○ VIP Protection (1pt)</li> <li>○ Medical (1pt)</li> </ul> </li> </ul> <p><b>Event Scenario Recommendations (Refer to Schedule 13.7.3) (10pts)</b></p> <p><b>(Adverse weather) Scenario 1</b></p> <ul style="list-style-type: none"> <li>• Provided precaution measurements (1pt) and action points to be taken in case of scenario (1pt)</li> </ul> <p><b>(VIP Protection) Scenario 2</b></p> <ul style="list-style-type: none"> <li>• Provided precaution measurements (1pt) and action points to be taken in case of scenario (1pt)</li> </ul> <p><b>(Foot Traffic at outdoor events) Scenario 3</b></p> <ul style="list-style-type: none"> <li>• Provided precaution measurements (1pt) and action points to be taken in case of scenario (1pts)</li> </ul> <p><b>(Crowd control) Scenario 4</b></p> <ul style="list-style-type: none"> <li>• Provided precaution measurements (1pt) and action points to be taken in case of scenario (1pt)</li> </ul> <p><b>(Medical) Scenario 5</b></p> <ul style="list-style-type: none"> <li>• Provided precaution measurements (1pt) and action points to be taken in case of scenario (1pt)</li> </ul>	
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

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.

Tenderers 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 tenderer not being able to achieve the specified minimum scoring.

**2.2.1.1.7 Provision of samples**

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

**2.2.2 Cost of tendering**

The CCT 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.

**2.2.3 Check documents**

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer 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 tenderer must apply to the CCT at once to have the same rectified.

**2.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

**2.2.5 Reference documents**

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.

**2.2.6 Acknowledge and comply with notices**

Acknowledge receipt of notices to the tender documents, which the CCT 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 tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

**2.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers 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.

Tenderers 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.

**2.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

**2.2.9 Pricing the tender offer**

**2.2.9.1** Comply with all pricing instructions as stated on the Price Schedule.

**2.2.10 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **2.2.11 Alternative tender offers**

**2.2.11.1** Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

**2.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

### **2.2.12 Submitting a tender offer**

**2.2.12.1** Submit one tender offer only on the original tender documents as issued by the CCT, 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 CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

**2.2.12.2** Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**2.2.12.3** 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.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

<b>Part</b>	<b>Heading</b>
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

**2.2.12.4** 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 tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

**2.2.12.5** 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 CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

**2.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

**2.2.12.7** Accept that the CCT 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.

**2.2.12.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

**2.2.12.9** By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

**2.2.12.10** 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 at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

**2.2.12.12** The tenderer 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 Tenderer**.

### **2.2.13 Information and data to be completed in all respects**

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 CCT as non-responsive.

**2.2.14 Closing time**

**2.2.14.1** Ensure that the CCT 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.

**2.2.14.2** Accept that, if the CCT 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.

**2.2.14.3** Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

**2.2.15 Tender offer validity and withdrawal of tenders**

**2.2.15.1** Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

**2.2.15.2** Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

**2.2.15.3** A tenderer 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 CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT 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 tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer 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 CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

**2.2.16 Clarification of tender offer, or additional information, after submission**

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers 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 tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

**2.2.17 Provide other material**

**2.2.17.1** Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

**2.2.17.2** Provide, on written request by the CCT, 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 tenderer certifying that the tenderer 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 tenderer 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.

**2.2.17.3** Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

### **2.2.18 Samples, Inspections, tests and analysis**

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 tenderer 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 CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

### **2.2.19 Certificates**

The tenderer must provide the CCT with all certificates as stated below:

#### **2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

#### **2.2.19.2 Evidence of tax compliance**

Tenderers 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 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City 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 City, within 7 working days, 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 City via CSD or e-Filing. The City should 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 Tenderer** pages of the tender submission, are not required to

register for a tax compliance status with SARS.

### **2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer 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 Tenderer shall submit **upon written request to do so by the CCT**, 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.

### **2.2.21 Claims arising from submission of tender**

The tenderer 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 CCT 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 Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.



## **2.3 The CCT's undertakings**

### **2.3.1 Respond to requests from the tenderer**

**2.3.1.1** 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.

**2.3.1.2** The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

### **2.3.2 Issue Notices**

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

### **2.3.3 Opening of tender submissions**

**2.3.3.1** Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' 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.

**2.3.3.2** 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 tenderer whose tender offer is opened and, where possible, the prices indicated.

**2.3.3.3** Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

### **2.3.4 Two-envelope system**

**2.3.4.1** 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 tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

**2.3.4.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, 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 tenderers whose technical proposals were non responsive.

### **2.3.5 Non-disclosure**

Not disclose to tenderers, 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 tenderer.

### 2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### 2.3.7 Test for responsiveness

**2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening 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.

**2.3.7.2** 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 CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

### 2.3.8 Arithmetical errors, omissions and discrepancies

**2.3.8.1** 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.

**2.3.8.2** The CCT 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 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 rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

**2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer 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 CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such

other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

### **2.3.9 Clarification of a tender offer**

The CCT may, after the closing date, request additional information or clarification from tenderers, 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, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

**2.3.10.1.1** 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.

**2.3.10.1.2** 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.
- 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 CCT 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).

**2.3.10.1.3** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

#### **2.3.10.2 Decimal places**

Score financial offers, preferences and functionality, as relevant, to two decimal places.

#### **2.3.10.3 Scoring of tenders (price and preference)**

**2.3.10.3.1** 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 5)**:

**2.3.10.3.2** Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

**2.3.10.3.3** The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

**2.3.10.3.4** Applicable formula:

**The 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences**

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \frac{(1 - \frac{(Pt - Pmin)}{Pmin})}{Pmin}$$

Where: Ps is the number of points scored for price;  
Pt is the price of the tender under consideration;  
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

**Table B1: Awards UP TO R100 mil (VAT Inclusive)**

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence Required
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>		
1	<b>Gender are women (ownership)*</b> More than 50% women ownership = 5 points Equal or Less than 50% women ownership = 2.5 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Identification Documentation</li> <li>CSD report</li> </ul>
2	<b>Race are black persons (ownership)*</b> More than 50% black ownership = 5 points Equal or Less than 50% black ownership = 2.5 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> <li>Proof of B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Identification Documentation.</li> <li>CSD report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b> WHO disability guideline 1-100% ownership = 5 points 0% ownership = 0 points	5	<ul style="list-style-type: none"> <li>Proof of disability</li> <li>Company Registration Certification</li> <li>Identification Documentation</li> </ul>
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>		
4	<b>Promotion of Micro and Small Enterprises</b> Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)  SME partnership, sub-contracting, joint venture or consortiums	5	<ul style="list-style-type: none"> <li>Proof of B-BBEE status level of contributor;</li> <li>South African owned enterprises;</li> <li>Financial Statement to determine annual turnover</li> </ul>
	<b>Total points</b>	<b>20</b>	

\*Ownership: main tendering entity

**2.3.10.5 Risk Analysis**

Notwithstanding compliance with regard to any requirements of the tender, the CCT 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 tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer 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 CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

**2.3.11 Negotiations with preferred tenderers**

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

**2.3.12 Acceptance of tender offer**

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

**2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

**2.3.12.2** 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 CCT is not obliged to accept the lowest or any tender.

**2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s)::

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the

contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

**2.3.12.4** Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

**2.3.12.5** The CCT reserves the right to nominate an Alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

### **2.3.13 Prepare contract documents**

**2.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CCT 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 CCT and the successful tenderer.

**2.3.13.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.


### **2.3.14 Notice to successful and unsuccessful tenderers**

**2.3.14.1** Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

**2.3.14.2** The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

### **2.3.15 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers 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 tenderers or might prejudice fair competition between tenderers.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 340S/2022/2023**

**TENDER DESCRIPTION: PANEL FOR EVENT LOGISTIC SERVICES (ABLUTION SERVICES,AUDIO & VISUAL PRODUCION SERVICES,EVENT BRANDING AND PRODUCTION SERVICES ,(INSTALLATION,ERECTION AND REMOVAL OF BRANDING ITEMS ) TRANSPORT & LOGISTICS SUPPORT SERVICES,FENCING SERVICES ,SAFETY SERVICES) REQUIRED AT EVENTS OF THE CAPE TOWN.**

**CONTRACT PERIOD: FROM DATE OF COMMENCEMENT TO 30 JUNE 2027**

## VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
<b>NAME of</b> Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	



## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

**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):

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

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
<b>Questionnaire to Bidding Foreign Suppliers</b>	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other Required registration numbers</b>	

## (4) FORM OF OFFER AND ACCEPTANCE

**TENDER 340S/2022/23 - Panel for Event Logistic Services (Ablution Services, Audio and Visual Production Services, Event Branding and Production Services, Installation, Erection and Removal of Branding Items), Transport & Logistics Support Services, Fencing Services, Safety Services)  
Required at Events of the City of Cape Town**

### OFFER: (TO BE FILLED IN BY TENDERER):

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

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (if different from above)	

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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 tenderers issued by the CCT;
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 supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT 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 tenderer (duly authorised)

\_\_\_\_\_  
Date

INITIALS OF CITY OFFICIALS		
1	2	3

## FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 340S/2022/23: PANEL FOR EVENT LOGISTIC SERVICES (ABLUTION SERVICES, AUDIO & VISUAL PRODUCTION SERVICES, EVENT BRANDING AND PRODUCTION SERVICES, (INSTALLATION, ERECTION AND REMOVAL OF BRANDING ITEMS) TRANSPORT & LOGISTICS SUPPORT SERVICES, FENCING SERVICES, SAFETY SERVICES) REQUIRED AT EVENTS OF THE CITY OF CAPE TOWN**

### ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		

Signed: Location		
Signed: Witness		
Name of Witness		

## FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

### Schedule of Deviations

#### Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer'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 .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

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.....

.....

4 Subject .....

Details .....

.....

.....

.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer 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 tenderer and the CCT 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 tenderer 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) PRICE SCHEDULE**

NOT APPLICABLE AT THIS STAGE

THE PRICING SCHEDULE WILL BE MADE AVAILABLE FOR THE SPECIFIC EVENT ONCE THE LIST OF SERVICE PROVIDERS ARE IN PLACE.

INITIALS OF CITY OFFICIALS		
1	2	3

**(6) 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 CCT 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 CCT 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 CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT 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 CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/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.....
		Signature..... Name..... Designation.....

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

## Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer 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 ? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

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

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

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

- 2.1 If NO, this serves to certify that the tenderer 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? (Please mark with X)

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



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 tenderer** 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 CCT is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below


The tenderer 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 tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

### Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

#### Definitions

The following definitions shall apply to this schedule:

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “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
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

#### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 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 80/20 preference point system.

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

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI compliance with section 2(1)(d)(i) of the ACT	15	
RDP Specific goals in compliance with section 2(1)(d)(ii) of the ACT	5	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT  
TENDER OPENING

1.	2.	3.
----	----	----

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

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
  - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
    - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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 tenderer 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 tenderer or his or her representative:.....
  - 3.2 Identity Number:.....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 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**
    - 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**
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.12.1 If yes, furnish particulars .....

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

3.13.1 If yes, furnish particulars .....

- 3.14 Do you or any of the directors, trustees, managers, 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**

3.14.1 If yes, furnish particulars .....

- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

- 3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer 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 tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

**<sup>1</sup>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.**

**<sup>2</sup> 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 tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

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

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


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

2.1 any inducement or reward to the CCT 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	
-----	--	----	--

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


***Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:***

***the City's anti-corruption hotline at 0800 32 31 30 (toll free)***

The tenderer 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 tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date



## Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) 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	<p><b>Is the tenderer 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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p><b>Is the tenderer 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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p><b>Was the tenderer 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?</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
2.4	Does the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

The tenderer 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 tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

## Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer 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 tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical <b>Business</b> address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

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

NOT APPLICABLE

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

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 tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
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 tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer 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<sup>1</sup> 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:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) 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 tenderer, 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 Tenderer (duly authorised))

**(<sup>1</sup> 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 10: Price Basis for Imported Resources**

NOT APPLICABLE

### Schedule 11: List of other documents attached by tenderer

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

	<b>Date of Document</b>	<b>Title of Document or Description</b> <b>(refer to clauses / schedules of this tender document where applicable)</b>
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 tenderer (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.

**SIGNED ON BEHALF OF TENDERER:** .....



## Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

- 13.1 Include all services to be provided by the tenderer according to the category/s of the Specifications that fits the tenderer's offering and experience. The services / fields of specialisation requested below are by no means exhaustive. It is essential that in order for the City to obtain the full range of services, details should address the full range of requirements to offer in order to host a successful event according to the standard the City requires. Should there be insufficient space provided below for any other services. Such services must be provided for in a covering letter.
- 13.2 The tenderer must add various evidence as outlined in this document. The evidence should consist of the full service with all specifications of each category the tenderer wish to be considered for. The evidence is required to extend and explain the service provider's offering with proof, images and examples where required to compliment this contract. A breakdown of the services are required to show each logistical element in the tenderer's submission.
- 13.3 The tenderer must mention and provide proof of all compliance documents, obligations and safety and security risks set forth or implied to host a successful event that complies with the National Safety at Sport and Recreation Events Act, 2010, City's Events Policy and Events By-law. These documents can be added to this document as annexures.
- 13.4 The successful tenderer is required to perform all tasks listed against each item per category. The tenderer must therefore complete the Service list with all the services they should accommodate to fulfil the tasks as stipulated in the specifications of this tender. The tenderer will be evaluated on the service they can offer per category they apply for.
- 13.6 It is required to reflect real services and goods and not estimated as this document should be a true reflection of the logistics and coordination functions with staff compliment to host an event that complies with the National Safety at Sport and Recreation Events Act, 2010, City's Events Policy and Events By-law:
- 13.7 The service is divided into 7 categories as follows:

1. **Category Ablution Services**
2. **Category Audio & Visual Production Services**
3. **Category Events Branding Production Services (Installation, erection and removal of branding items)**
4. **Category Fencing Services**
5. **Category Transport & Logistics Support Services**
6. **Category Tent Services**
7. **Category Events Safety Services**

**SIGNED ON BEHALF OF TENDERER:** .....

**CATEGORY 1 ABLUTION SERVICES****SCHEDULE 13.1.1 - PREVIOUS RELEVANT EXPERIENCE:**

NAME OF EVENT	DATE	TYPE	QUANTITY OF ABLUTION FACILITIES PROVIDED	KIND OF SERVICE DELIVERED, EG DELIVERY/SET-UP	SAFETY MEASURES OBSERVED WHEN SERVICE WAS PROVIDED	AMOUNT OF STAFF NEEDED	CONTACT NAME & NUMBER (REFERENCE)
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Attach additional pages if more space is required.

## SCHEDULE 13.1.2: ABLUTION FACILITIES TENDERER HAS ACCESS TO

TYPE OF ABLUTION FACILITY (PROVIDE DESCRIPTION)	QUANTITY	IMAGES OF EQUIPMENT (ATTACH AS AN ANNEXURE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

### SCHEDULE 13.1.3: LIST SAFETY MEASURES

SAFETY MEASURES (TICK YES/NO)	ATTACH ANNEXURE /IMAGE
1. SAND BAGS  YES <input type="checkbox"/> NO <input type="checkbox"/>	
2. SIGNAGE  YES <input type="checkbox"/> NO <input type="checkbox"/>	
3. CABLE TIES  YES <input type="checkbox"/> NO <input type="checkbox"/>	
4.  Other (List other measures here)	
5.  Other	
6.	
7.	

### SCHEDULE 13.1.4: LIST HEALTH MEASURES

SAFETY MEASURES (TICK YES/NO)	ATTACH ANNEXURE /IMAGE
1. Hygeine measures in place YES <input type="checkbox"/> NO <input type="checkbox"/>	
2. Rinsing water YES <input type="checkbox"/> NO <input type="checkbox"/>	
3. Bins YES <input type="checkbox"/> NO <input type="checkbox"/>	
4. Other (List other measures here)	
5. Other	
6.	
7.	

### SCHEDULE 13.1.5: VEHICLES

VEHICLE TYPE (PROVIDE DESCRIPTION & TICK YES/NO)-EG BAKKIE ECT.	QUANTITY	SPECIFICATIONS
1. BAKKIE  YES <input type="checkbox"/> NO <input type="checkbox"/>		
2. TRUCK  YES <input type="checkbox"/> NO <input type="checkbox"/>		
3. PUMP TRUCK  YES <input type="checkbox"/> NO <input type="checkbox"/>		
4. TRAILER  YES <input type="checkbox"/> NO <input type="checkbox"/>		
5.		

### SCHEDULE 13.1.6: STAFF COMPLIMENT

TICK YES/NO	JOB TITLE
1. YES <input type="checkbox"/> NO <input type="checkbox"/>	Supervisor (min of 1 per site)
2. YES <input type="checkbox"/> NO <input type="checkbox"/>	Janitors (min of 2-5 per site)
3. YES <input type="checkbox"/> NO <input type="checkbox"/>	Driver (one)
4. YES <input type="checkbox"/> NO <input type="checkbox"/>	Labourers
5.	
6.	

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:**

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## CATEGORY 2 AUDIO AND VISUAL SERVICES

**SCHEDULE 13.2.1 - PREVIOUS RELEVANT EXPERIENCE:**

NAME & DATE OF EVENT	VENUE	TYPE	QUANTITY OF ABLUTION FACILITIES PROVIDED	STAFF COMPLIMENT USED OF STAFF	CONTACT NAME & NUMBER (REFERENCE)	PROVIDE PROOF (IMAGES/PRESENTATIONS)
1..Event Name  Date		Outdoor Staged Concert			Name:  Contact number:	
2..Event Name  Date		Sound and screen relay to other venues			Name:  Contact number:	
3.Event Name  Date		Sound for a Street Parade on trucks/floats			Name:  Contact number:	
4.Event Name  Date		Indoor staged event with screens and projectors			Name:  Contact number:	
5.Event Name  Date		Live Broadcasting showing speakers/entertainment on stage and to further screens with editing			Name:  Contact number:	
6.Event Name  Date		and recording Sound and screens for conference/summit where recording is done of the			Name:  Contact number:	
7.Event Name  Date		event. Special effects, eg pyrotechs, video mapping, colour lighting features and laser effects or			Name:  Contact number:	



<b>8.</b> Event Name		other Artist Management of artists and sourcing				
Date						
<b>9.</b> Event Name		Stage programme production				
Date						
<b>10.</b> Event Name		Video production & broadcasting				
Date						

Attach additional pages if more space is required.

**SCHEDULE 13.2.2 –EQUIPEMENT**

ITEM (TICK YES/NO)	QUANTITY & DESCRIPTION	OWNED/HIRED	IMAGE
1. Stages and platforms YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
2. Scaffold built stages YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
3. Scaffold seating for public and/or VIP areas YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
4. Sound and sound relay YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
5. Outdoor and indoor screens YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
6. Lighting for stage with trussing for both indoor and outdoor YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
7. Projection: rear and front YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
8. Live Broadcasting, cameras, streaming, and cabling YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
9. Front of House for outdoor concerts and indoor staged programmes and conferences YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
10. Special effects, eg laser, pyrotechs, video mapping and colour lighting for indoor and outdoor YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
11. Audio & Visual technical production facilities YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	
12. Other equipment and Safety Measures in place: safety equipment (e.g. wind meter, cable ties, signage) YES <input type="checkbox"/> NO <input type="checkbox"/>		Owned <input type="checkbox"/> Hired <input type="checkbox"/>	

Attach additional pages if more space is required.

**SCHEDULE 13.2.3 – SERVICE OFFERING**

<b>LIST YOU SERVICES OFFERED BY YOUR COMPANY HERE</b>	<b>TICK YES/NO</b>
1. Sound on stage: indoor and outdoor events with relay	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. Sound Recording	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. Stage building: scaffold structures and platforms	YES <input type="checkbox"/> NO <input type="checkbox"/>
4. Stage Building: Screen/set design and building	YES <input type="checkbox"/> NO <input type="checkbox"/>
5. Design & production of broadcasting services: on screens on stage, to relay screens for both indoor and outdoor events	YES <input type="checkbox"/> NO <input type="checkbox"/>
6. Design & recording of video for: live broadcasting, video production, television and streaming recording	YES <input type="checkbox"/> NO <input type="checkbox"/>
7. Stage production & Management	YES <input type="checkbox"/> NO <input type="checkbox"/>
8. Stage Programme Production with Screen Content production (including design)	YES <input type="checkbox"/> NO <input type="checkbox"/>
9. Front of House	YES <input type="checkbox"/> NO <input type="checkbox"/>
10. Design and production of special affects re lighting and extras, example laser, smoke, pyrotechnics colour lighting, video mapping etc.	YES <input type="checkbox"/> NO <input type="checkbox"/>
11. Artist Management: sourcing, choreography, costumes and contracts managing,	YES <input type="checkbox"/> NO <input type="checkbox"/>
12. Please list other service you offer here	YES <input type="checkbox"/> NO <input type="checkbox"/>
13. List other additional services offered here	YES <input type="checkbox"/> NO <input type="checkbox"/>

Attach additional pages if more space is required.

**SCHEDULE 13.2.4 – STAFF COMPLIMENT**

TICK YES/NO	AREA OF EXPERTISE
YES <input type="checkbox"/> 1. NO <input type="checkbox"/>	Sound on stage: indoor and outdoor events with relay
YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	Sound Recording
YES <input type="checkbox"/> 3. NO <input type="checkbox"/>	Stage building: scaffold structures and platforms
YES <input type="checkbox"/> 4. NO <input type="checkbox"/>	Stage Building: Screen/set design and building
YES <input type="checkbox"/> 5. NO <input type="checkbox"/>	Design & production of broadcasting services: on screens on stage, to relay screens for both indoor and outdoor events
YES <input type="checkbox"/> 6. NO <input type="checkbox"/>	Design & recording of video for: live broadcasting, video production, television and streaming recording
YES <input type="checkbox"/> 7. NO <input type="checkbox"/>	Stage production & Management
YES <input type="checkbox"/> 8. NO <input type="checkbox"/>	Stage Programme Production with Screen Content production (including design)
YES <input type="checkbox"/> 9. NO <input type="checkbox"/>	Front of House conference/summit where recording is done of the event.
YES <input type="checkbox"/> 10. NO <input type="checkbox"/>	Design and production of special affects re lighting and extras, example laser, smoke, pyrotechnics colour lighting, video mapping etc.
YES <input type="checkbox"/> 11. NO <input type="checkbox"/>	Artist Management: sourcing, managing, choreography, costumes and contracts

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: .....

## CATEGORY 3 EVENT CORPORATE BRANDING PRODUCTION SERVICES

**SCHEDULE 13.3.1: PREVIOUS RELEVANT EXPERIENCE: PRODUCING  
EVENT BRANDING**

NAME OF CLIENT & CONTACT DETAILS	DATE OF SERVICE RENDERED (WITHIN THE LAST 5 YEARS)- From 2016-2020	TYPE OF BRANDING PRODUCED	QUANTITIES	AMOUNT OF STAFF
1.				
2.				
3.				
4.				
5.				
6.				

Attach additional pages if more space is required.

### SCHEDULE 13.3.2: SERVICE OFFERING (BRANDING)

TYPE OF BRANDING (PROVIDE DESCRIPTION)- EG DIMENSIONS, SPECIFICATIONS ETC	CAN PRODUCE (YES /NO)	IMAGES OF BRANDING(ATTACH AS ANANNEXURE)
1. A-frame or pop-up banners	YES <input type="checkbox"/> NO <input type="checkbox"/>	
2. Air Dancers	YES <input type="checkbox"/> NO <input type="checkbox"/>	
3. Arches for sport events	YES <input type="checkbox"/> NO <input type="checkbox"/>	
4. Banner walls: pipe frame	YES <input type="checkbox"/> NO <input type="checkbox"/>	
5. Teardrop, telescopic and/or feather banners	YES <input type="checkbox"/> NO <input type="checkbox"/>	
6. Rolla banners	YES <input type="checkbox"/> NO <input type="checkbox"/>	
7. Fence banners	YES <input type="checkbox"/> NO <input type="checkbox"/>	
8. Display stand/units	YES <input type="checkbox"/> NO <input type="checkbox"/>	
9. Country flags and/or street pole flags	YES <input type="checkbox"/> NO <input type="checkbox"/>	
10. Flag pole stands	YES <input type="checkbox"/> NO <input type="checkbox"/>	
11. Lecterns	YES <input type="checkbox"/> NO <input type="checkbox"/>	
12. Plinths	YES <input type="checkbox"/> NO <input type="checkbox"/>	
13. Entrance/welcome carpets, eg red carpet	YES <input type="checkbox"/> NO <input type="checkbox"/>	
14. Stanchions	YES <input type="checkbox"/> NO <input type="checkbox"/>	

15. Umbrella and stand	YES <input type="checkbox"/> NO <input type="checkbox"/>	
16. Plasma stands	YES <input type="checkbox"/> NO <input type="checkbox"/>	
17. Vynals & decals	YES <input type="checkbox"/> NO <input type="checkbox"/>	
18. Trophies	YES <input type="checkbox"/> NO <input type="checkbox"/>	
19. Gift Bags	YES <input type="checkbox"/> NO <input type="checkbox"/>	
20. Wristbands	YES <input type="checkbox"/> NO <input type="checkbox"/>	
21. Shelves for expo's	YES <input type="checkbox"/> NO <input type="checkbox"/>	
22. Gazebo	YES <input type="checkbox"/> NO <input type="checkbox"/>	
23. Tent: stretch and/or star	YES <input type="checkbox"/> NO <input type="checkbox"/>	
24. Drop banners	YES <input type="checkbox"/> NO <input type="checkbox"/>	
25. Sand bags	YES <input type="checkbox"/> NO <input type="checkbox"/>	
26. Signage boards for events	YES <input type="checkbox"/> NO <input type="checkbox"/>	
27. Other: any other branding that is unique	YES <input type="checkbox"/> NO <input type="checkbox"/>	

Attach additional pages if more space is required.

SCHEDULE 13.3.3: SERVICE OFFERING (RENDERED)	
LIST YOU SERVICES OFFERED BY YOUR COMPANY HERE	TICK YES/NO
1. Production of event branding items	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. Repair of damaged event branding items	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. Cleansing of soiled event branding items	YES <input type="checkbox"/> NO <input type="checkbox"/>
4. Other service offering	Please list other offerings here

Attach additional pages if more space is required



### SCHEDULE 13.3.4: STAFF COMPLIMENT

TICK YES/NO	JOB TITLE
YES <input type="checkbox"/> NO <input type="checkbox"/> 1.	Supervisor
YES <input type="checkbox"/> NO <input type="checkbox"/> 2.	Labourers
YES <input type="checkbox"/> NO <input type="checkbox"/> 3.	Production manager
YES <input type="checkbox"/> NO <input type="checkbox"/> 4.	Production Crew
5. YES <input type="checkbox"/> NO <input type="checkbox"/>	Designer
6. YES <input type="checkbox"/> NO <input type="checkbox"/>	Driver
7. YES <input type="checkbox"/> NO <input type="checkbox"/>	

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

SCHEDULE 13.3.5: EQUIPMENT REQUIRED	
TICK YES/NO	List of Equipment
Proof Provided? YES <input type="checkbox"/> NO <input type="checkbox"/> 1.	Details of the cherry picker
Proof Provided? YES <input type="checkbox"/> NO <input type="checkbox"/> 2.	Details of Truck
Proof Provided? YES <input type="checkbox"/> NO <input type="checkbox"/> 3.	Details of the bracket

## CATEGORY 4 FENCING SERVICES:

SCHEDULE 13.4.1 - PREVIOUS RELEVANT EXPERIENCE:							
NAME OF EVENT	DATE	TYPE OF FENCING	QUANTITY OF FENCING PROVIDED	KIND OF SERVICE DELIVERED, EG DELIVERY/SET-UP	SAFETY MEASURES OBSERVED WHEN SERVICE WAS PROVIDED	AMOUNT OF STAFF NEEDED	CONTACT NAME & NUMBER (REFERENCE)
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Attach additional pages if more space is required.

### SCHEDULE 13.4.2 – EQUIPMENT

DESCRIPTION OF FENCING TYPE (TICK YES/NO)	QUANTITY	SIZES: CAN PROVIDE TO LAYOUT FOR LENGTH OF UP TO 100M OR 300M OR 600M	IMAGES OF EQUIPMENT (ATTACH AS AN ANNEXURE)
1. Queue Chute fencing (1.2m)  YES <input type="checkbox"/>  NO <input type="checkbox"/>			
2. Angled (1.2m)  YES <input type="checkbox"/>  NO <input type="checkbox"/>			
3. Mojo  YES <input type="checkbox"/>  NO <input type="checkbox"/>			
4. 1.8m high fencing  YES <input type="checkbox"/>  NO <input type="checkbox"/>			
5. White Picket fencing  YES <input type="checkbox"/>  NO <input type="checkbox"/>			
6. Other (List any other fencing types here)			

Attach additional pages if more space is required

### SCHEDULE 13.4.3 – INVENTORY

ITEM (TICK YES/NO)	QUANTITY	VEHICLES OWNED/HIRED	IMAGE
1. Bakkie YES <input type="checkbox"/> NO <input type="checkbox"/>			
2. Truck YES <input type="checkbox"/> NO <input type="checkbox"/>			
3. Other (List any other vehicles here)			
4.			
<b>SAFETY EQUIPEMENT</b>			
1. Sand Bags			
2. Shade Cloth			
3. Signage			
4. Cable Ties			
5. Other (List any other additional safety equipment)			
6.			
7.			

SCHEDULE 13.4.4 – STAFF	
TICK YES/NO	JOB TITLE
1.  YES <input type="checkbox"/> NO <input type="checkbox"/>	Supervisor
2.  YES <input type="checkbox"/> NO <input type="checkbox"/>	Labourer
3.  YES <input type="checkbox"/> NO <input type="checkbox"/>	Driver

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:**

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## CATEGORY 5 EVENT TRANSPORT &amp; LOGISTICS SUPPORT SERVICES

SCHEDULE 13.5.1 - PREVIOUS RELEVANT EXPERIENCE:			
DATE OF SERVICE RENDERED	TYPE OF SERVICE RENDERED	PROTECTION MEASURES OF LOGISTIC ITEMS	REFERENCE
1.  Date:	Transport of logistics items <input type="checkbox"/> Setup of logistics items <input type="checkbox"/> Breakdown of logistics items <input type="checkbox"/>		Name of Client:  Contact details
2.  Date :	Transport of logistics items <input type="checkbox"/> Setup of logistics items <input type="checkbox"/> Breakdown of logistics items <input type="checkbox"/>		Name of Client:  Contact details
3.  Date :	Transport of logistics items <input type="checkbox"/> Setup of logistics items <input type="checkbox"/> Breakdown of logistics items <input type="checkbox"/>		Name of Client:  Contact details
4.  Date :	Transport of logistics items <input type="checkbox"/> Setup of logistics items <input type="checkbox"/> Breakdown of logistics items <input type="checkbox"/>		Name of Client:  Contact details
5.  Date:	Transport of logistics items <input type="checkbox"/> Setup of logistics items <input type="checkbox"/> Breakdown of logistics items <input type="checkbox"/>		Name of Client:  Contact details

Attach additional pages if more space is required.



SCHEDULE 13.5.2: STAFF COMPLIMENT	
TICK YES/NO	JOB TITLE
1. YES <input type="checkbox"/> NO <input type="checkbox"/>	Supervisor <b>(Must have access to minimum of 2 supervisors)</b>
2. YES <input type="checkbox"/> NO <input type="checkbox"/>	Labourers <b>(Must have access to minimum of 6 Labourers )</b>
3. YES <input type="checkbox"/> NO <input type="checkbox"/>	Drivers <b>(Must have access to minimum of 2 Drivers )</b>
4. YES <input type="checkbox"/> NO <input type="checkbox"/>	
5. YES <input type="checkbox"/> NO <input type="checkbox"/>	
6. YES <input type="checkbox"/> NO <input type="checkbox"/>	

Attach additional pages if more space is required.

## SCHEDULE 13.5.3 – VEHICLES AND EQUIPEMENT

ITEM (TICK YES/NO)	QUANTITY	OWNED/HIRED	IMAGE
1. 1 Ton LDV with canopy YES <input type="checkbox"/> NO <input type="checkbox"/>			
2. 2 Ton LDV with canopy YES <input type="checkbox"/> NO <input type="checkbox"/>			
3. 2-3 Ton Truck YES <input type="checkbox"/> NO <input type="checkbox"/>			
4. Closed 5 Ton Truck YES <input type="checkbox"/> NO <input type="checkbox"/>			
5. Trolleys YES <input type="checkbox"/> NO <input type="checkbox"/>			
6. Pallet Trollies YES <input type="checkbox"/> NO <input type="checkbox"/>			
7. Other Tools: Please list & specify			
8.			

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: .....

## CATEGORY 6: TENT SERVICES

**SCHEDULE 13.6.1 - PREVIOUS RELEVANT EXPERIENCE:**

NAME OF EVENT	DATE OF EVENT & VENUE	TYPE OF TENTS & DESCRIPTION	QUANTITY OF TENTS USED	KIND OF SERVICE WITH SAFETY MEASURES PROVIDED	AMOUNT OF STAFF NEEDED	CONTACT PERSON	COMPLIANCE ADHERED TO: BUILDING PLANS, STRUCTURAL ENGINEER CERTIFICATE YES/NO
1.	Date :  Venue :						
2.	Date :  Venue :						
3.	Date :  Venue :						
4.	Date :  Venue :						
5.	Date :  Venue :						
6.	Date :  Venue :						
7.	Date :  Venue :						

**SCHEDULE 13.6.2: MARQUEES/TENTS TENDRER HAS ACCESS TO**

NAME OF TENT TYPE WITH DESCRIPTION (TICK YES/NO)	SIZES	IMAGES OF EQUIPMENT
1. A Frame YES <input type="checkbox"/> NO <input type="checkbox"/>		
2. Bedouin Tent YES <input type="checkbox"/> NO <input type="checkbox"/>		
3. Snow peaks YES <input type="checkbox"/> NO <input type="checkbox"/>		
4. Other (List other types of tents here)		
5.		
6.		
7.		

Attach additional pages if more space is required.

### SCHEDULE 13.6.3: LIST SAFETY MEASURES & ADDITIONAL SERVICES

SAFETY MEASURES (TICK YES/NO)	ATTACH ANNEXURE /IMAGE
<b>SAFETY MEASURES</b>	
1. Sand bags YES <input type="checkbox"/> NO <input type="checkbox"/>	
2. Cable ties YES <input type="checkbox"/> NO <input type="checkbox"/>	
3. Signage YES <input type="checkbox"/> NO <input type="checkbox"/>	
4. Fire extinguishers YES <input type="checkbox"/> NO <input type="checkbox"/>	
5. Concrete blocks & water blausters YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>ADDITIONAL SERVICES</b>	
ADDITIONAL SERVICES	ANNEXURE
6. Draping YES <input type="checkbox"/> NO <input type="checkbox"/>	
7. Flooring YES <input type="checkbox"/> NO <input type="checkbox"/>	

<p>8. Air conditioning sytems</p> <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>	
<p>9. Carpeting</p> <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>	
<p>10. Decking</p> <p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>	

Attach additional pages if more space is required.

### SCHEDULE 13.6.4: VEHICLES

VEHICLE TYPE (PROVIDE DESCRIPTION & TICK YES/NO)-EG BAKKIE ECT.	QUANTITY	SPECIFICATIONS
1. BAKKIE  YES <input type="checkbox"/> NO <input type="checkbox"/>		
2. TRUCK  YES <input type="checkbox"/> NO <input type="checkbox"/>		
3. TRAILER  YES <input type="checkbox"/> NO <input type="checkbox"/>		
4.		
5.		
6.		
7.		

### 13.6.5: STAFF COMPLIMENT

TICK YES/NO	JOB TITLE
1. YES <input type="checkbox"/> NO <input type="checkbox"/>	Supervisor (min of 1 per site)
2. YES <input type="checkbox"/> NO <input type="checkbox"/>	Labourers (min of 5 per site)
3. YES <input type="checkbox"/> NO <input type="checkbox"/>	Driver (one)
4. YES <input type="checkbox"/> NO <input type="checkbox"/>	Structural Engineer
5. YES <input type="checkbox"/> NO <input type="checkbox"/>	Safety Officer
6.	
7.	

Attach additional pages if more space is required.



**CATEGORY 7****SCHEDULE 13.7.1 (RELEVANT EXPERIENCE OF THE TENDERER IN LINE WITH SPECIFICATIONS AND CATEGORIES).**

Name & Date of Event	Number of Attendees (event size)- tick off	Detailed breakdown service provided (applicable to the brief)-Tick off what is applicable to you.	Staff Compliment	Reference
1. Name :  Date :	10– 2 000 <input type="checkbox"/> 2 001 – 5 000 <input type="checkbox"/> 5001 – 20 000 <input type="checkbox"/>	<input type="checkbox"/> Event Permit Plan Safety Plan <input type="checkbox"/> Security Plan <input type="checkbox"/> Risk Analysis <input type="checkbox"/> Oversee all logistical structures of the event <input type="checkbox"/> Execute from start till end of event		Name of Client:   Contact details
2. Name :  Date :	10– 2 000 <input type="checkbox"/> 2 001 – 5 000 <input type="checkbox"/> 5001 – 20 000 <input type="checkbox"/>	<input type="checkbox"/> Event Permit Plan Safety Plan <input type="checkbox"/> Security Plan <input type="checkbox"/> Risk Analysis <input type="checkbox"/> Oversee all logistical structures of the event <input type="checkbox"/> Execute from start till end of event		Name of Client:   Contact details
3. Name :  Date :	10– 2 000 <input type="checkbox"/> 2 001 – 5 000 <input type="checkbox"/> 5001 – 20 000 <input type="checkbox"/>	<input type="checkbox"/> Event Permit Plan Safety Plan <input type="checkbox"/> Security Plan <input type="checkbox"/> Risk Analysis <input type="checkbox"/> Oversee all logistical structures of the event <input type="checkbox"/> Execute from start till end of event		Name of Client:   Contact details
4. Name :  Date :	10– 2 000 <input type="checkbox"/> 2 001 – 5 000 <input type="checkbox"/> 5001 – 20 000 <input type="checkbox"/>	<input type="checkbox"/> Event Permit Plan Safety Plan <input type="checkbox"/> Security Plan <input type="checkbox"/> Risk Analysis <input type="checkbox"/> Oversee all logistical structures of the event <input type="checkbox"/> Execute from start till end of event		Name of Client:   Contact details
5. Name :  Date :	10– 2 000 <input type="checkbox"/> 2 001 – 5 000 <input type="checkbox"/> 5001 – 20 000 <input type="checkbox"/>	<input type="checkbox"/> Event Permit Plan Safety Plan <input type="checkbox"/> Security Plan <input type="checkbox"/> Risk Analysis <input type="checkbox"/> Oversee all logistical structures of the event <input type="checkbox"/> Execute from start till end of event		Name of Client:   Contact details

**SCHEDULE 13.7.2 EXAMPLE OF PREVIOUS PLANS SUBMITTED TO VARIOUS SECURITY AGENCIES AS PER THE SAFETY AT SPORTS AND RECREATIONAL EVENTS ACT, 2010)**

ITEM	Annexure A	Reference	Annexure B	Reference
	Outdoor Event		Indoor Event	
Safety Management & staff deployment plan				
Event Permit Plan				
Occupational Health & Safety Plan (Incl Gas, noise exemption, vendors, population certificate, Medics, etc.)				
Security Plan (Incl Evacuation, Risk Management, VIP Protection, Fire etc.)				
Structural Plan (Marquee's, stage etc...)				
Layout plan (Incl Vendors, stage etc)				
Communication Plan				
Transport Plan (Incl around the venue, outside, road signage)				
Traffic management Plan (Incl road closures, marshalls, parking etc...)				
Medical Plans				

**SIGNED ON BEHALF OF TENDERER:**

.....

**SCHEDULE 13.7.3SCENARIO BASED PRICING SCHEDULE**

<b>ITEM</b>	<b>D E S C R I P T I O N</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>Price per unit (Excl VAT)</b>	<b>PRICE(R)</b>
1.	Event Safety officer	Sum			
2.	Event Security	Sum			
3.	VIP Protection	Sum			
4.	Medical	Sum			
5.					
6.					
7.					
8.					
	<b>SUBTOTAL</b>				
	<b>VAT @ 15%</b>				

SIGNED ON BEHALF OF TENDERER: .....

**SCHEDULE 15.7.4: SCENARIO BASED RECOMMENDATIONS**

Problem	Recommendation (Annexure)
<p><b>Adverse Weather:</b></p> <p>There is a prediction of bad weather, but the City of Cape Town requires a tent at an event which will take place in a local community.</p> <p>How would you monitor the situation in terms of safety and how will you respond should the conditions escalate</p>	<ul style="list-style-type: none"> <li>• Precaution measurement</li> <li>• Response</li> </ul>
<p><b>VIP Protection:</b></p> <p>The City of Cape Town hosts an event at the City Hall for 1000 attendees. The Mayor and 5 dignitaries are in attendance at an event. Suddenly protest action erupts outside the venue. How would you ensure the safety of the Mayor and the 5 dignitaries?</p>	<ul style="list-style-type: none"> <li>• Precaution measurement</li> <li>• Response</li> </ul>
<p><b>Foot traffic at an outdoor event:</b> Please provide an example of a kind of monitoring and measures you would put in place when maintaining public flow, keeping passage ways and pedestrian routes open, bottlenecks at an overcrowded event venue like the Grand Parade</p>	<ul style="list-style-type: none"> <li>• Precaution measurement</li> <li>• Response</li> </ul>
<p><b>Crowd control:</b></p> <p>A concert takes place inside the CTICC, there are about 5000 people in attendance, the excitement of the crowd gets to point that the attendees in the front are being pushed against the mojo fencing as a result of a crowd surge which started at the back of the venue. How would you respond to a situation like this?</p>	<ul style="list-style-type: none"> <li>• Precaution measurement</li> <li>• Response</li> </ul>
<p><b>Medical :</b> The temperature rises to an unbearable degree and ten event goers faint and one event goer suffers a heart attack. How would you respond to the aforementioned situation?</p>	<ul style="list-style-type: none"> <li>• Precaution measurement</li> <li>• Response</li> </ul>

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: .....

**SCHEDULE 15.7.5: PROOF OF ACCREDITED STAFF BY MEANS OF SERVICE LEVEL AGREEMENT FOR MEDICAL SERVICES AT EVENTS:**

Please provide proof of service level agreement which comply with personnel as follows and as stated in section 5.5 of the specifications:

Personnel	Proof of service level agreement (indicate below by answering yes/no)	Additional annexures (Please attached to the document and number accordingly)
Basic Life Support (BLS)		
Intermediate Life Support (ILS)		
Advanced Life Support (ALS)		
Medical Doctor		

SIGNED ON BEHALF OF TENDERER: .....

**SCHEDULE 15.7.6 PROOF OF ACCREDITED STAFF BY MEANS OF SERVICE LEVEL AGREEMENT FOR SECURITY SERVICES AT EVENTS:**

Please provide proof of service level agreement which comply with personnel as follows and as stated in

Personnel	Proof of serve Level agreement(Indicate below by answereing yes/no	Additional annextures (Please attached to the document and number accordingly)
Grade D		
Grade C		
GradeB		
Grade A		
Event Security Officer		

SIGNED ON BEHALF OF TENDERER: .....

**SCHEDULE 15.7.7 PROOF OF ACCREDITED STAFF BY MEANS OF SERVICE LEVEL AGREEMENT FOR HEALTH AND SAFETY OFFICERS AT EVENTS:**

Personnel	Proof of services level agreement(indicate below by answering yes/no	Additional annexures (Please attach the document and number accordingly
Event Safety Officer		



<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 340S/2022/23**

**TENDER DESCRIPTION: TENDER DESCRIPTION: PANEL FOR EVENT LOGISTIC SERVICES (ABLUTION SERVICES, AUDIO & VISUAL PRODUCTION SERVICES, EVENT BRANDING AND PRODUCTION SERVICES, FENCING SERVICES, TRANSPORT & LOGISTICS SUPPORT SERVICES, FENCING SERVICES AND SAFETY SERVICES) REQUIRED AT EVENTS OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: From date of Commencement until June 2027**

## VOLUME 3: DRAFT CONTRACT

TENDERER	
<b>NAME of</b> Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 3: DRAFT CONTRACT

### (7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

#### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

*Delete Clause 1.19 and substitute with the following*

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

*Delete Clause 1.21 and substitute with the following:*

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

*Add the following after Clause 1.25:*

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

#### **3. General Obligations**

*Delete Clause 3.2 in its entirety and replace with the following clauses.*

- 3.2 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 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer

(Refer to Clause 11)

- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 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.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
  - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
  - 3.6.2 Make payment to the **supplier** for the goods as set out herein.
  - 3.6.3 Take possession of the goods upon delivery by the supplier.
  - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
  - 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
  - 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
  - 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
  - 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

#### **5. Use of contract documents and information; inspection, copyright, confidentiality, etc.**

*Add the following after clause 5.4:*

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation

for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**  
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**  
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

## **7. Performance Security**

*Delete clause 7.1 and replace with the following:*

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal to **[DRAFTER TO INSERT RAND AMOUNTS REQUIRED AS DETERMINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SCM POLICY]** being [ ] percent of the Contract price.

*Delete clause 7.3 and replace with the following:*

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

*Delete clause 7.4 and replace with the following:*

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

OR

*Delete clause 7.1 to 7.4 and replace with the following:*

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

## **11. Insurance**

*Add the following after clause 11.1:*

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser 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) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT 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.

## **14. Warranty** **Not applicable**

*Add to Clause 15.2:*

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

## **16. Payment**

*Delete Clause 16.1 in its entirety and replace with the following:*

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

*Delete Clause 16.2 in its entirety and replace with the following:*

16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

*Add the following after clause 16.4*

16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

## **17. Prices**

*Add the following after clause 17.1*

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Not applicable

- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

- 17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

### 17.53.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT’s Agent of any changes which occur.

### 17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

## **18. Contract Amendments**

*Delete the heading of clause 18 and replace with the following:*

### **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser’s delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

## **20. Subcontracts**

*Add the following after clause 20.1:*

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier’s performance**

*Delete Clause 21.2 in its entirety and replace with the following:*

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

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

## **22. Penalties**



**Delete clause 22.1 and replace with the following:**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be **implemented at the RFQ stage**.

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

**23. Termination for default**

*Delete the heading of clause 23 and replace with the following:*

**23. Termination**

*Add the following to the end of clause 23.1:*

if the supplier fails to remedy the breach in terms of such notice

*Add the following after clause 23.7:*

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

*Delete Clause 27.2 in its entirety and replace with the following:*

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

**28. Limitation of Liability**

*Delete clause 28.1 (b) and replace with the following:*

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 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 any party 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 or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

- 31.1 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:
- hand delivered – on the working day of delivery
  - sent by registered mail – five (5) working days after mailing
  - sent by email or telefax – one (1) working day after transmission

### **32. Taxes and Duties**

*Delete the final sentence of 32.3 and replace with the following:*

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

*Add the following after clause 32.3:*

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

#### **COMPILER NOTE:**

**IF THE BSC INTENDS TO INCORPORATE FURTHER CONTRACT CONDITIONS BY WAY OF SLA'S TERMS OF REFERENCE ETC. IT IS RECOMMENDED THAT SUCH DOCUMENTS BE INCORPORATED WITH THE ASSISTANCE OF LEGAL SERVICES: PROCUREMENT LAW UNIT AND THAT THE ORDER OF PRECEDENCE BE EXPRESSLY STATED IN THE SPECIAL CONDITIONS OF CONTRACT.**

## (8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into 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 or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. 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 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## **6. Patent rights**

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

## **7. Performance Security**

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

## **14. Spare parts**

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

## **15. Warranty**

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

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.



16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

## **21. Delays in the supplier's performance**

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. Anti-dumping and countervailing duties and rights

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

## 25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
 (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

## **32. Taxes and Duties**

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

## **33. National Industrial Participation (NIP) Programme**

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

## **34 Prohibition of Restrictive practices**

- 34.1 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).
- 34.2 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.
- 34.3 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.

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY****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 City of Cape Town 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 the City of Cape Town 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, 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) 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 the City of Cape Town the Guaranteed Sum or the full outstanding balance 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 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, the City of Cape Town 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 the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town 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. 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 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 the City:

**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.  
Infiniti Insurance Limited  
Lombard Insurance  
New National Assurance Co.  
Regent Insurance Co.  
Renasa Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co.

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

NOT APPLICABLE



**(10.1) ADVANCE PAYMENT SCHEDULE**

**NOT APPLICABLE**

## (11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

..... ,  
(Supplier/Mandatory/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**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

**(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)**


*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:** 340S/2022/23

**TENDER DESCRIPTION:** Panel for Event Logistic Services (Ablution Services, Audio and Visual Production Services, Event Branding and Production Services, Installation, Erection and Removal of Branding Items), Transport & Logistics Support Services, Fencing Services, Safety Services) Required at Events of the City of Cape Town

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 CITY OF CAPE TOWN 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)

## (13) SPECIFICATION(S)

### **13. INTRODUCTION:**

The City of Cape Town hosts and sponsors various types of events from small to large scale in size, which requires different Event Logistic Services. Therefore, the City intends to establish a list of approved service providers to render these services as and when required through the competitive process from the approved list.

In some cases, the City officials are the event coordinators seeking the logistical services and in other cases the City sponsor events which include some logistical service requirements as part of the sponsorship agreement. In both cases a procurement process is to be followed to appoint the service providers to deliver the services according to the specific event specifications. Sometimes the requests for these services require very short delivery timeframes and tenderers must be able to deliver on short notice.

It is important to note that all services delivered must adhere to safety and security legislation as Events can be high risk towards safety, but also high reputational risk to the City and our country.

**Only the successful service providers will be eligible to participate in a secondary competitive process in the event where these services are required. Work is not guaranteed.**

The process to be followed to appoint a service provider on the panel:

- Submissions will be evaluated in terms of functionality in terms of clause 2.2.1.1.4 of the tender documents.
- The approved service providers that forms the panel will be called to submit event specific offers for the required services through a competitive quotation process as defined by the SCM policy as and when required.
- There are seven categories with different specifications. ***Tenderers may choose to tender for all seven categories or any one they wish to tender for (must have experience and the capabilities to deliver).***
- Provision of evidence for work done in the past are used in this document for functionality evaluation purposes to form part of the approved service providers panel.
- The categories are:
  1. **Category Ablution Services**
  2. **Category Audio & Visual Production Services**
  3. **Category Events Branding Production Services (Installation, erection and removal of branding items)**
  4. **Category Fencing Services**
  5. **Category Transport & Logistics Support Services**
  6. **Category Tent Services**
  7. **Category Events Safety Services**

Only successful service providers will be eligible to submit quotes in the event where these services are required.

Kindly please complete the full list of services your company can offer with special attention to the following details (make use of **schedule 13** of the tender document to complete the list in full).

The purpose of this tender is to establish a panel of specific specialized, skilled service providers in the various fields of expertise for event logistics services.

**Please note:**

- **Work opportunity is not guaranteed**
- **The secondary competitive procurement process will be followed on an event specific and the request will be sent only to those bidders that will be approved to form part of the panel.**

With the hosting of events, the present City government has a five pillar strategy for Cape Town, which is considered:

- The opportunity city
- The safe city
- The caring city
- The inclusive city
- The well-run city

Please be reminded that Council reserve the right to make changes to the tenderer's proposal or cancel parts of the specifications. This is also applicable to a date or venue change. Compliance with the National Safety at Sport and Recreation Events Act, 2010 as well as the City's Events Policy and Events by-law is to be considered at all times.

### **13.1 CATEGORY 1: ABLUTION SERVICES**

#### **13.1.1. GENERAL:**

- This document serves to appoint compliant service providers with a solid track record to form part of a panel which can be required to participate in a competitive quote through the City's Request for Quote (RFQ) procurement process if and when ablution facilities are required for events.
- Through the RFQ process service providers will be evaluated on their proposals (event specific) in terms of the method of evaluation and pricing stated in the tender conditions, and award the contract in terms of these Conditions of the Tender.

#### **13.1.2. INTRODUCTION:**

The City of Cape Town hosts and sponsor different types of events from very small to major scale which require minimal to large quantity of ablution facilities, depending on the event footprint. The City's first priority towards events is safety and security. For this reason, the City is seeking a panel of service providers to offer ablution facilities services from transporting, set-up, securing against adverse weather conditions, taking down and collection of ablution facilities after the event.

#### **13.1.3. GENERAL REQUIREMENTS:**

- Supply various ablution facilities at events in accordance with the event layout and SASREAct,2010 (Includes transport & staff to delivery, setup and breakdown).
- Provide janitor services at events for the various ablution facilities supplied (Including consumables).

#### **13.1.4. SCOPE AND COMPLEXITY:**

The Tenderer shall:

- Provide a full range of services necessary to satisfy the CCT's requirements.
- Be capable of providing services for clients with multiple geographic locations citywide.
- Be capable of handling multiple task orders simultaneously.

#### **13.1.5. LOCATION:**

The services to be provided under this contract shall be performed at any location, building, facility, or site as directed by the City of Cape Town.

**13.1.6. MANAGEMENT:**

It is the tenderer's responsibility to ensure that the ablution facilities are installed to the instructed schedule and layout. The tenderer will have to plan and manage the supply, delivery, assembly, disassembly and removal of the ablution facilities.

The tenderer's supervisor must have decision-making capacity and ability, in order to effect last minute changes and / or corrections.

**13.1.7. AVAILABILITY:**

The Tenderer must be available on a 24/7 basis during event period to effect any changes required by the client. During event periods the Tenderer will have to ensure that there is a standby team and the necessary plant and equipment available to implement urgent last-minute changes and maintenance as and when required.

**13.1.8. FURTHER INSTRUCTIONS:**

Kindly please complete the full list of services your company can offer with special attention to the following details: (make use **schedule 15** of the tender document to complete the full list)

**13.1.9. PREVIOUS RELEVANT EXPERIENCE REQUEST: REFER TO SCHEDULE 13.1.1**

Tenderers to provide references of previous contracts they have serviced (Provide all details as seen in the bullet points below):

- Date of service
- Name of event
- Type of ablution facilities used with description of the type
- Quantity of Ablution facilities used
- Amount of staff for set-up
- Kind of service delivered
- References: Client's name and contact details

**13.1.9. ADDITIONAL REQUIREMENTS: REFER TO SCHEDULES 13.1.2**

- Tenderers to provide us with a stock supply list of Ablution Facilities that they have access to with description of each type & provide an image - **Refer to Schedule 13.1.2**
- List Health & Safety Measures in place: safety equipment (e.g. sand bags, cable ties, signage, bins etc.)- **Refer to Schedule 13.1.3-13.1.4**
- Tenderers to provide a breakdown of vehicles they have access to in order to deliver the aforementioned services successfully- **Refer to Schedule 13.1.5**

**13.1.10. STAFF COMPLIMENT- REFER TO SCHEDULE 13.1.6**

Tenderers to provide a breakdown of staff compliment they have access to in order to render the aforementioned service outlined in this category.

Below is a list of staff that tenderer should have access to:

- Supervisor
- Labourers
- Driver

PLEASE NOTE THE CITY HAS THE RIGHT TO REQUEST INSPECTION OF THE DIFFERENT ABLUTION FACILITIES TYPES TO CHECK QUALITY.



## **13.2. CATEGORY 2: AUDIO & VISUAL PRODUCTION SERVICES**

### **13.2.1. GENERAL:**

- This document serves to appoint compliant service providers with a solid track record to form part of a panel which can be required to participate in a competitive quote through the City's Request for Quote (RFQ) procurement process if and when audio and visual production services are required for events.
- Through the RFQ process service providers will be evaluated on their proposals (event specific) in terms of the method of evaluation and pricing stated in the tender conditions, and contracts awarded in terms of these Conditions of the Tender.

### **13.2.2. INTRODUCTION:**

The City of Cape Town hosts and sponsors different types of events from very small to major in scale, which require minimal to large quantities of different audio and visual production services. This does not only include the basic infrastructure such as stage, sound, screens, but also the creative, technical, production, live broadcasting; media feeds, streaming, recording facilities and specialised technical production staff. The City's first priority towards events is safety and security and zero reputational risk. For this reason, the City is seeking for a panel of service providers to offer audio and visual production services from design of concept, to expert services of production, editing and release after the event. The service also includes the building of stages and sets to transporting, set-up and securing against adverse weather conditions.

### **13.2.3. GENERAL REQUIREMENTS:**

- Provision of audio recording as and when required.
- Provision of video recording & production as and when required.  
Provision of live feeds for TV, Radio, online events etc.
- Provision of amplified sound at events.
- Provision of projection equipment (This includes the use of big screens used at major outdoor events).
- Provision of ancillary equipment to the services mentioned above – cabling, back-up power, lighting, stages, trussing, scaffolding etc.
- Provision of specialised skills to run stage productions.  
Provision of artist management services.
- Provision of specialised services for lighting, audio & visual production eg video mapping, pyrotechnics, laser shows and virtual shows (eg green screen) or creative elements.
- Ensure compliance for example, structural engineer certificates, Build Development Management submission and other safety measures.
- Transport of equipment and staff to and from the event.

### **13.2.4. SCOPE AND COMPLEXITY:**

The Tenderer shall:

- Provide a full range of audio & visual production services necessary to satisfy the client's requirements.
- Be capable of providing these services for clients with multiple geographic locations citywide.
- Be capable of handling multiple task orders simultaneously

**13.2.5. LOCATION:**

The services to be provided under this contract shall be performed at any location, building, facility, or site as directed by the City of Cape Town.

**13.2.6. MANAGEMENT (SERVICES):**

- The successful service providers would be expected to provide the equipment and technical staff to operate the equipment (with safety measures). Set-up and dismantling of equipment in collaboration with the project manager.
- As each event is unique in terms of its technical requirements, set-up and circumstances, it will be necessary for each event to have its own unique set of technical requirements on which the successful service providers will be expected to quote on.

**13.2.7. AVAILABILITY:**

The Tenderer must be available on a 24/7 basis during event periods (this includes production recordings and dry runs) to effect any changes required by the client. During event periods the Tenderer will have to ensure that there is a standby team and the necessary plant and equipment is available to implement urgent last-minute changes and maintenance as and when required.

**13.2.8. FURTHER INSTRUCTIONS:**

Kindly please complete the full list of services your company can offer with special attention to the following details: (make use schedule 15 of the tender document to complete the full list)

**13.2.9. PREVIOUS RELEVANT EXPERIENCE REQUEST: REFER TO SCHEDULE 13.2.1**

Tenderers to provide references of previous contracts they have serviced (Provide all details as seen in the bullet points below):

• Provide proof (image or presentation) for each audio and visual production type of offering as below with the event name, client name, date and venue:

- Outdoor Staged Concert
- Sound and screen relay to other venues
- Sound for a Street Parade on trucks/floats
- Indoor staged event with screens and projectors
- Live Broadcasting showing speakers/entertainment on stage and to relay to screens with editing and recording
- Sound and screens for conference/summit where recording is done of the event.
- Special effects, eg pyrotechs, video mapping, colour lighting features and laser effects or other
- Artist Management of artists and sourcing
- Stage programme production
- Video production & broadcasting

**13.2.10. STOCK LIST-REFER TO SCHEDULE 13.2.2:**

Kindly please provide a stock list of all the audio & visual equipment the tenderer has access to with description of each type, eg:

- Stages and platforms
- Scaffold built stages

- Scaffold seating for public and/or VIP areas
- Sound and sound relay
- Outdoor and indoor screens
- Lighting for stage with trussing for both indoor and outdoor  
Projection: rear and front
- Live Broadcasting, cameras, streaming, and cabling
- Front of House for outdoor concerts and indoor staged programmes and conferences  
Special effects, eg laser, pyrotechs, video mapping and colour lighting for indoor and outdoor
- Other equipment and Safety Measures in place: safety equipment (e.g. wind meter, cable ties, signage)
- Audio & Visual technical production facilities

#### **13.2.11. SERVICE LIST REFER TO SCHEDULE 13.2.3:**

- Kindly please provide the List of Services the tenderer can offer which includes services and gear, transport, deliver, set-up, breakdown and collection of audio and visual production services, eg
- Sound on stage: indoor and outdoor events with relay
- Sound Recording
- Stage building: scaffold structures and platforms
- Stage Building: Screen/set design and building
- Design & production of broadcasting services: on screens on stage, to relay screens for both indoor and outdoor events.
- Design & recording of video for: live broadcasting, video production, television and streaming recording
- Stage production & Management
- Stage Programme Production with Screen Content production (including design)
- Front of House
- Design and production of special affects re lighting and extras, example laser, smoke, pyrotechnics colour lighting, video mapping etc
- Artist Management: sourcing, managing, choreography, costumes and contracts
- Other equipment and Safety Measures in place: safety equipment (e.g. wind meter, cable ties, signage)

#### **13.2.12. STAFF LIST: REFER TO SCHEDULE 13.2.4 :**

Tenderers to provide layout of staff compliment they have access to, with years of experience in specific event audio and visual production services:

- Sound on stage: indoor and outdoor events with relay
- Sound Recording
- Stage building: scaffold structures and platforms
- Stage Building: Screen/set design and building
- Design & production of broadcasting services: on screens on stage, to relay screens for both indoor and outdoor events.
- Design & recording of video for: live broadcasting, video production, television and streaming recording
- Stage production & Management
- Stage Programme Production with Screen Content production (including design)
- Front of House
- Design and production of special affects re lighting and extras, example laser, smoke, pyrotechnics colour lighting, video mapping etc
- Artist Management: sourcing, managing, choreography, costumes and contracts

PLEASE NOTE THE CITY HAS THE RIGHT TO REQUEST INSPECTION OF THE DIFFERENT AUDIO AND VISUAL FACILITIES TYPES TO CHECK QUALITY.

### **13.3. CATEGORY 3: CORPORATE EVENT BRANDING PRODUCTION SERVICES(INSTALATION,ERECTING AND REMOVAL OF BRANDING ITEMS)**

#### **13.3.1. GENERAL:**

- This document serves to appoint compliant service providers with a solid track record to form part of a panel which can be required to participate in a competitive quote through the City's Request for Quote (RFQ) procurement process if and when the production of event branding items, repairs and cleaning of the items are required for events.
- Through the RFQ process service providers will be evaluated on their proposals (event specific) in terms of the method of evaluation and pricing stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

#### **13.3.2. INTRODUCTION:**

The City of Cape Town hosts and sponsor different types of events from very small to major scale which require minimal to large quantities of different corporate branding items, depending the type of event. For this reason, the City is seeking a panel of service providers to offer the production of corporate branding items for event purposes only which include repairs of broken/torn event branding and cleaning thereof.

The City's Communications Department will stay the brand quality custodian which will be responsible for the design and approval of all branding items' quality.

The City will provide print ready artwork with a City colour palette that complies with the City's standard corporate branding protocols. The City reserves the right to check all pre-production colour samples before an order is completed.

#### **13.3.3. GENERAL REQUIREMENTS:**

- Must have at least 5 years' experience in the specific goods and service they will deliver on.
- Produce various event branding items for events
- Repair any event branding items for events
- Clean any soiled event branding items as and when required.

#### **13.3.4. SCOPE AND COMPLEXITY:**

The Tenderer shall:

- Provide a full range of services necessary to satisfy the client's event branding production requirements.
- Be capable of providing services for clients with multiple geographic locations citywide.
- Be capable of handling multiple task orders simultaneously

#### **13.3.5. FURTHER INSTRUCTIONS:**

Kindly please complete the full list of services your company can offer with special attention to the following details: (make use of schedule 15 of the tender document to complete the full list)

**13.3.6. PREVIOUS RELEVANT EXPERIENCE REQUEST (PRODUCTION): REFER TO SCHEDULE****13.3.1**

Tenderers to provide references of previous contracts they have serviced in the **last 5 years** (Provide all details as seen in the bullet points below):

- Date of when service was rendered
- References: Client's name and contact details
- Type of branding produced
- Quantities (Produced)
- Amount of staff used to perform the aforementioned service

**13.3.7. SERVICE OFFERING (EVENT BRANDING ITEMS): REFER TO SCHEDULE 13.3.2**

Tenderers to provide a catalogue of corporate branding items the tenderer can produce. Tenderers will be required to produce frames and structures without or with material. The list should include but not limited to the following (**Please include specifications & image of each item**):

- A-frame or pop-up banners
- Air Dancers
- Arches for sport events
- Banner walls: pipe frame, concertino frame
- Teardrop, telescopic and/or feather banners
- Rolla banners
- Fence banners
- Display stand/units
- Country flags and/or street pole flags
- Flag pole stands
- Lecterns
- Plinths
- Entrance/welcome carpets, eg red carpet
- Stanchions
- Umbrella and stand
- Plasma stands
- Shelves for expo's
- Gazebo
- Tent: stretch and/or star
- Drop banners
- Other: any other branding that is unique
- Signage boards for events
- Sand bags
- Vynals & decals
- Trophies
- Gift Bags
- Wristbands

**13.3.8. SERVICE OFFERING (SERVICE LIST): REFER TO SCHEDULE 13.3.3**

Kindly list all the services the tenderer can offer in terms of corporate branding. Tenderer should be able to or have access to one or all of the services below:

- Produce
- Repair
- and clean cooperate branding.
- Installation, erection and Removal of Branding Items.

**13.3.9. STAFF COMPLIMENT- REFER TO SCHEDULE 13.3.4**

Tenderers to provide a breakdown of staff compliment they have access to render the aforementioned service outlined in this category.

Below is a list of staff that tenderer should have access to:

- Supervisor
- Labourers
- Production crew
- Production manager
- Designer
- Driver
- Cherry picker driver

**13.3.10. EQUIPMENT- REFER TO SCHEDULE 13.3.5**

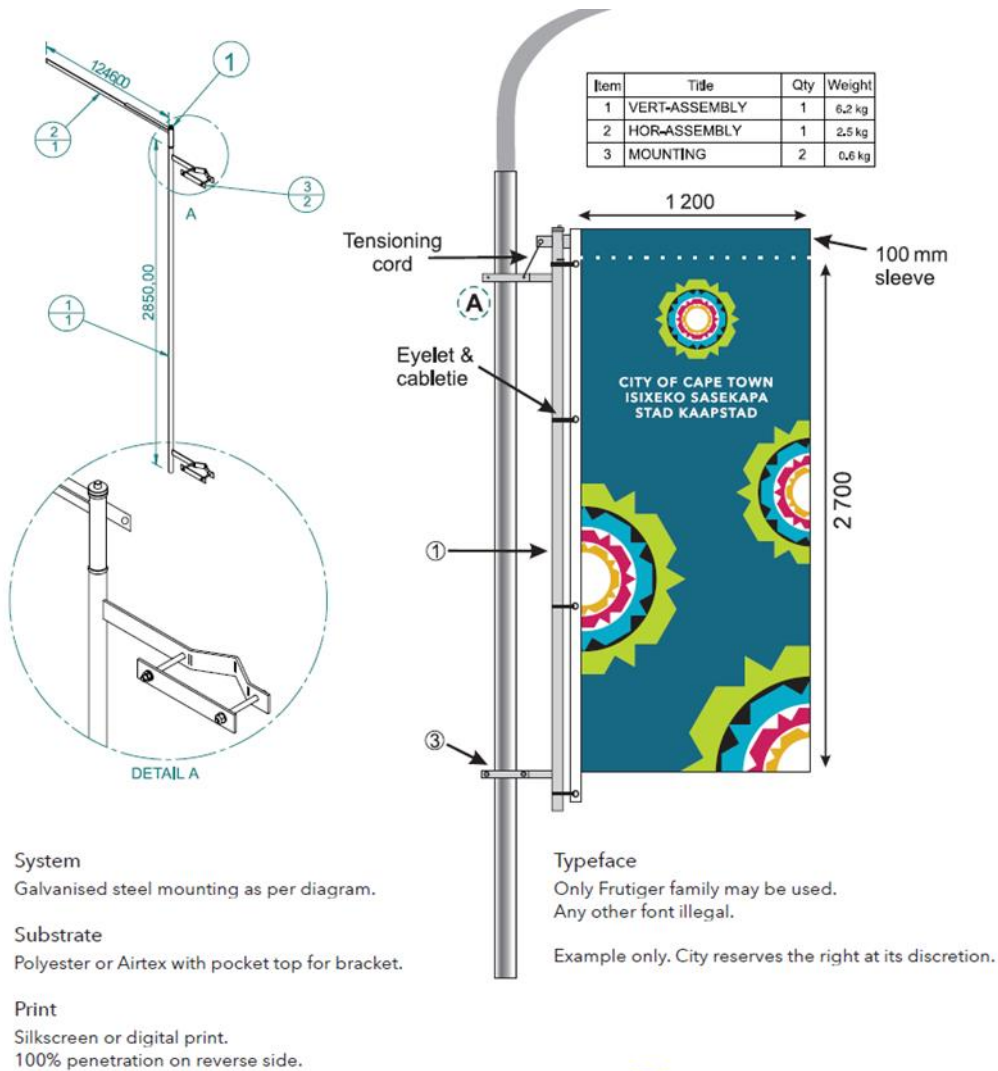
Tenderers to provide a breakdown of equipment they have access to render the aforementioned service outlined in this category.

Below is a list of equipment that tenderer should have access to:

- Cherry picker
- Truck
- Brackets as per the specification.

### 13.3.11 SPECIFICATION

Street Pole Flags bracket below:



### 13.3.12. DUTIES OF SERVICE PROVIDER

- Erect the flags at locations broadly identified by the City using brackets provided by themselves that meet the requirements of the City's Environmental Management Unit.



- Remove the street pole flags within the designated timeframe in accordance with the regulations of the City's Environmental Resource Management Department.

**13.3.12.1 Key points to note.**

- All companies who wish to apply for this tender must be fully compliant with the City's Environmental Management Department's requirements for banner/flag rigging companies.
- The company must confirm in the tender that they meet the requirements in respect of cherry pickers brackets and Cherry Picker Driver (Schedule 15.3.5)
- Note that each street pole flag initiative will be regarded as a separate job requiring the supplier to satisfactorily complete the relevant application form for each job to be undertaken. The fact that the successful supplier is being appointed by the City to do City related work does not relieve them of these conditions and obligations.
- All work pertaining to the erection and removal of street pole flags must be done in accordance with the rules of the City's Environmental Resource Department.
- Service providers must ensure that they take the flags down within the stipulated time given. If they fail to do this, they will also be held accountable and have to pay any penalties that may be imposed by the City of Cape Town.

## **13.4. CATEGORY 4: FENCING SERVICE PROVIDERS**

### **13.4.1 GENERAL:**

- This document serves to appoint compliant service providers with a solid track record to form part of a panel which can be required to participate in a competitive quote through the City's Request for Quote (RFQ) procurement process if and when fencing is required for events.
- Through the RFQ process service providers will be evaluated on their proposals (event specific) in terms of the method of evaluation and pricing stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

### **13.4.2. INTRODUCTION:**

The City of Cape Town hosts and sponsor different types of events from very small to major scale events which require minimal to large quantity of fencing, depending on the footprint. The City's first priority towards events is safety and security. For this reason, the City is seeking a panel of service providers to offer fencing services from submission of fencing plans, transporting, set-up, securing against adverse weather conditions, taking down and collection of fencing after the event.

### **13.4.3. GENERAL REQUIREMENTS:**

- Supply various types of fencing at events (Includes drafting of fencing plan, transport & staff to delivery, setup and breakdown).
- Submissions of fencing plans per specific events in conjunction with the SASREAct,2010.

### **13.4.5. SCOPE AND COMPLEXITY:**

The Tenderer shall:

- Provide a full range of services necessary to satisfy the client's event fencing requirements.
- Be capable of providing services for clients with multiple geographic locations citywide.
- Be capable of handling multiple task orders simultaneously

### **13.4.6. LOCATION:**

The services to be provided under this contract shall be performed at any location, building, facility, or site as directed by the City of Cape Town.

### **13.4.7. MANAGEMENT:**

It is the tenderer's responsibility to ensure that fencing is installed to the instructed schedule and layout. The tenderer will have to draft the fencing plan, plan and manage the supply, delivery, assembly, disassembly and removal of the fencing.

The tenderer's supervisor must have decision-making capacity and ability, in order to effect last minute changes and / or corrections.

**13.4.8. AVAILABILITY:**

The Tenderer must be available on a 24/7 basis during event periods to effect any changes required by the client. During event periods the Tenderer will have to ensure that there is a standby team & Venue Operating Committee Member and have the necessary plant and equipment available to implement urgent last-minute changes and maintenance as and when required.

**13.4.9. FURTHER INSTRUCTIONS:**

Kindly please complete the full list of services your company can offer with special attention to the following details: (make use **schedule 15** of the tender document to complete the full list)

**13.4.10. PREVIOUS RELEVANT EXPERIENCE REQUEST: REFER TO SCHEDULE 13.4.1**

Tenderers to provide references of previous contracts they have serviced (Provide all details as seen in the bullet points below):

- Date of service
- Name of event
- Type of fencing used
- Quantity of fencing used
- Amount of staff for set-up
- Kind of service delivered, e.g. set-up and/or delivery
- References: Client's name and contact details

**13.4.11. ADDITIONAL REQUIREMENTS: REFER TO SCHEDULES 13.4.2-13.4.3**

- Equipment: stock supply list of fencing types: sizes and quantities (Please supply images for each fence type)- **Refer to schedule 13.4.2**
- Service List offering: Planning, transport, deliver, set-up, breakdown, and collection of fencing
- Inventory List: Other equipment and Safety Measures in place: safety equipment (e.g. sand bags, cable ties, signage, shade cloth, concrete foot pieces) & vehicles- **Refer to schedule 13.4.3**

**13.4.12. STAFF COMPLIMENT- REFER TO SCHEDULE 13.4.4**

Tenderers to provide a breakdown of staff compliment they have access to render the aforementioned service as outlined in this category.

Below is a list of staff that tenderer should have access to:

- Supervisor
- Labourers
- Driver

## **13.5. CATEGORY 5 EVENT TRANSPORT & LOGISTICS SUPPORT SERVICES**

### **13.5.1 INTRODUCTION:**

The City of Cape Town hosts and sponsors various genres of events from very small to large scale in size, which requires event transport and logistics support services. The City's first priority towards events is safety and security and zero reputational risk. For this reason, the City of Cape Town seeks to appoint a panel of service providers who is able to transport and setup various event logistical items required for a specific event as and when needed.

### **13.5.2. ITEMS TO BE TRANSPORTED AND SETUP IS THE FOLLOWING BUT NOT LIMITED TO:**

- Branding
- Event furniture
- Road Furniture
- Event logistic items, such as platform blocks, sound system, décor pieces, fencing etc.

### **13.5.3. SERVICES REQUIRED**

- Plan for transportation of event logistics and supplies for City events
- Supply material for staff to pack & transport event logistical equipment and supplies
- Moving event logistical equipment and supplies
- Provide damage reports
- Short-term storage of event logistical equipment and supplies (as and when required during the event period)

### **13.5.4. SCOPE AND COMPLEXITY**

The Tenderer shall:

- Provide a full range of services necessary to satisfy the client's event transport and logistical support services requirements.
- Be capable of providing services for the City at multiple event venues.
- Be capable of handling multiple task orders simultaneously.

### **13.5.5. Specific Requirement**

#### **Transporting of event logistical equipment and supplies:**

The tenderer shall perform all of the services required to remove the event logistical equipment, and related supplies (at times hereinafter called "property/items") from the existing location, transport the items to the designated areas within the new location and place them in accordance with the project manager's direction and timelines.

**TENDER NO: 257S/2020/21**

Furnish all packing containers and related supplies including, but not limited to, crating material, padding material, marking material, sealing tape, and colour-coded marking tags to the moving activity. Tenderer shall ensure all materials are clean and of a quality sufficient to ensure protection of the property.

Provide a project manager for the duration of the relocation. The project manager will be responsible for directing the activities of the workers provided for the relocation.

Perform packing necessary for the protection of the property to be moved. Fragile equipment shall be pad-wrapped with bubble-wrap.

Remove all padding, packing, and crating materials from the premises of the City of Cape Town as directed.

Furnish dollies,(trolleys) hand trucks, book-carts, typewriter/computer carts, and glass packing/cartons, and any other type of equipment commonly used for relocation services. Hand trucks, dollies and book carts MUST have rubber wheels. NO metal wheels shall be used in the performance of this contract.

Disassemble property when necessary for safe and efficient transportation, as determined by the City. Reassemble property after transporting to the new location. For systems and speciality equipment, the Tenderer shall ensure it has the necessary special tools, equipment, or technically-trained personnel to assemble or reassemble.

Provide any other service which would normally be included with complete event logistical relocation/moving service.

**13.5.7. LOCATION:**

The services to be provided under this contract shall be performed at any location, building, facility, or site as directed by the City of Cape Town.

**13.5.8 QUALIFICATIONS OF EMPLOYEES:**

The Tenderer shall have in its employ at all times a sufficient number of capable and qualified movers to enable it to properly, adequately, and economically complete each move in a timely manner. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the tenderer. The tenderer shall be

responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The staff must wear clearly identifiable protective clothing.

#### **13.5.9. VEHICLES:**

The tenderer shall furnish clean and mechanically sound, closed-type vehicle(s) of sufficient size to accommodate the shipment and properly licensed personnel to operate such vehicle(s). Unless a specific size and type of vehicle is requested by the City of Cape Town, the Tenderer will use their best judgment in furnishing vehicles(s) of the most appropriate type and size for the required services. The tenderer will not be allowed to substitute and charge for two or more small vehicles if a large vehicle(s) would have been sufficient and appropriate to accomplish the job. If such instance should occur, the tenderer will charge only for the lesser number of vehicles that should have been furnished.

The Tenderer is solely responsible for vehicle insurance. Vehicle(s) shall be in good repair and in compliance with all government and local laws and regulations for operation. All vehicles shall be equipped sufficiently with clean pads, covers, and other protective equipment to ensure safe transit and delivery of property. Protective covering shall be used during the loading and unloading operations in the event of inclement weather. The City may reject any vehicle that is determined to be mechanically incapable of adequately protecting the City of Cape Town's property. However, failure to do so shall not release the Tenderer from liability of the move and from any damage caused by usage of such. The Tenderer shall obtain necessary clearances or permits, if any, which may be required by the local municipality.

#### **13.5.10. DRIVERS:**

The Tenderer shall ensure personnel are properly licensed and insured. The Tenderer is responsible for all traffic tickets, parking violations, fines or citations received. **Proof of drivers permit (PDP) to be available during Contract period**

#### **13.5.11. SCHEDULING AND PROTECTION: THE TENDERER SHALL:**

Make all arrangements for elevator service at the collection site and new site location. This may be done through the building owner/manager and/or City.

Coordinate moving hours with the City/Project representative

Obtain necessary clearances or permits, if any, which may be required by the local municipality for parking on streets during loading or unloading phases of the service being rendered.

Furnish padding and/or other protective material for the interior of the buildings, including protection for the elevators.

Complete a walkthrough of the site following completion of the service rendered with the City representative to determine damage to property or premises resulting from the relocation (if any), and make arrangements for processing any claims

**13.5.11 DAMAGE TO PROPERTY:**

The Tenderer will be liable for loss or damage to the City's property during the execution of these services.

The Tenderer shall provide the City with all necessary claim forms and instructions in the event that any damage is reported as a result of services performed under this contract.

. The Tenderer is required to acknowledge claims within 30 calendar days and or either pay, decline or make a formal compromise settlement within 120 days after receipt of a claim. If for some reason beyond the tenderers control, action on the claim is delayed, the tenderer shall notify the client as to its status and each 30 calendar days thereafter until final action is taken. The Tenderer shall furnish the City with a copy of each claim filed, any related correspondence and any notice of final settlement or denial of any claim. The City of Cape Town reserves the right to request copies at no additional charge to the Government.

**Reporting Damage:** The City will provide a written list of items found to be damaged during the move to the Tenderer within fifteen (15) working days after the completion of the relocation. This list shall include both furnishings and building finishes, such as walls, carpet, etc., as well as damages to grounds landscaping such as shrubs, lawns, etc.

**Repairs:** The Tenderer and City shall visually inspect the damaged item(s) and mutually agree upon a time frame for repairing or replacing the damaged item(s). The repair or replacement of the item shall be completed within the time frame specified by the client. Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Tenderer, the Tenderer shall assume full liability for any and all goods lost and/or damaged in the relocation covered by the contract.

**13.5.12. LAWS, ORDINANCES, AND FACILITY COMPLIANCE REQUIREMENTS:**

The Tenderer and its employees shall comply with all host activity, local, and government laws, ordinances, and regulations governing the performance of services required hereunder and shall comply with all instructions pertaining to the conduct of persons on any premises as may be issued by the City.

When services are performed in a City of Cape Town building, the Tenderer may be required to coordinate the work with the building manager. Notwithstanding this provision, City of Cape Town employees located in City of Cape Town space shall not arrange for any services listed herein without clearance from the respective building manager.

Certain areas or buildings may be designated as "Security Areas" and entrance of persons other than those employed therein is restricted. In some of these areas, the Tenderer is permitted to enter and



perform the work unescorted. In others, the Tenderer will be admitted and accompanied by an authorized occupant of the area.

**13.5.13. DELIVERABLE TIMES:**

The Tenderer will be directed on the individual order when to commence performance. The Tenderer shall be obligated to provide complete services in accordance with the locations, dates, and times specified in the service order. Failure to provide the services within the time prescribed therein may result in termination of the contract or individual service order for default. In the event an urgent need arises which provides the Tenderer with less than the stated minimum notification period, the City of Cape Town will so notify the Tenderer and will request an accelerated delivery schedule.

**13.5.14. FURTHER INSTRUCTIONS**

Kindly please complete the full list of services your company can offer with special attention to the following details: (make use **schedule 15** of the tender document to complete the full list)

**13.5.15. PREVIOUS RELEVANT EXPERIENCE REQUEST: REFER TO SCHEDULE 13.5.1**

Tenderers to provide references of previous contracts they have serviced (Provide all details as seen in the bullet points below):

- Date of service rendered
- Protection measurements of logistic
- Detailed breakdown of services provided:
  - Transport of logistics items
  - Setup of logistics items
  - Breakdown of logistics items
- Reference of client: name and contact no

**13.5.16.      STAFF COMPLIMENT- REFER TO SCHEDULE 13.5.2**

Tenderers to provide a breakdown of staff compliment they have access to render the aforementioned service as outlined in this category.

- Supervisor (**Must have access to minimum of 2 supervisors**)
- Labourers (**Must have access to minimum of 6 labourers**)
- Drivers (**Must have access to minimum of 2 drivers**)

**13.5.17.      VEHICLES: -REFER TO SCHEDULE 13.5.3**

Tenderers to provide a breakdown of vehicles they have access to in order to deliver the aforementioned services successfully

**LIST OF VEHICLES TENDERER OWNS OR HAS ACCESS TO FOR EXAMPLE-**

- 1 Ton LDV with canopy
- Ton LDV with canopy
- 2-3 Ton Truck
- Closed 5 Ton Truck

**13.5.18.      EQUIPMENT: -REFER TO SCHEDULE 13.5.3**

**TENDERERS TO PROVIDE A LIST OF EQUIPMENT TENDERERS OWN OR HAS ACCESS TO FOR EXAMPLE:**

- Trollies
- Pallet Trollies
- Other Tools: Please list & specify

### **13.6. CATEGORY 6: TENT SERVICES**

#### **13.6.1. GENERAL:**

- This document serves to appoint compliant service providers with a solid track record to form part of a panel which can be required to participate in a competitive quote through the City's Request for Quote (RFQ) procurement process if and when temporary structures (marquees/tents) are required for events.
- Through the RFQ process service providers will be evaluated on their proposals (event specific) in terms of the method of evaluation and pricing stated in the tender conditions, and award the contract in terms of these Conditions of the tender.

#### **13.6.2. INTRODUCTION:**

The City of Cape Town hosts and sponsor different types of events from very small to major scale in size, which requires temporary structures (Tents etc.). The City's first priority towards events is safety and security and zero reputation risk. For this reason, the City is seeking a panel of service providers to offer services from transporting, set-up, securing against adverse weather conditions, taking down and collection of temporary structures (tents) at events.

#### **13.6.3. GENERAL REQUIREMENTS:**

- Supply various temporary structures (Includes transport & staff to delivery, setup and breakdown).
- Obtain necessary permissions from authorities to erect temporary structures as and when required (including submission of plans in accordance with event specifications & SASREAct, 2010).
- Provision of ancillary equipment to the tent services mentioned above –, lighting, draping, air conditioning, scaffolding, carpeting, decking, balustrade etc.

#### **13.6.4. SCOPE AND COMPLEXITY**

The Tenderer shall:

- Provide a full range of services necessary to satisfy the client's temporary structure (tents, marquees etc) services requirements.
- Be capable of providing services for clients with multiple geographic locations citywide.
- Be capable of handling multiple task orders simultaneously.

#### **13.6.5. LOCATION:**

The services to be provided under this contract shall be performed at any location, building, facility, or site as directed by the City of Cape Town.

#### **13.6.6. MANAGEMENT**

It is the tenderers responsibility to ensure that the temporary structures are installed to the instructed schedule and layout (in accordance with the SASREAct, 2010 and building regulations). The tenderer will have to plan and manage the supply, delivery, assembly, disassembly, safe guard and removal of the temporary structures.

The tenderers supervisor must have decision-making capacity and ability, in order to effect last minute changes and / or corrections.

**13.6.7. AVAILABILITY**

The Tenderer must be available on a 24/7 basis during event periods to effect any changes required by the client. During event periods the Tenderer will have to ensure that there is a standby team and the necessary plant and equipment available to implement urgent last-minute changes and maintenance as and when required.

**13.6.8. FURTHER INSTRUCTIONS**

Kindly please complete the full list of services your company can offer with special attention to the following details: (make use **schedule 15** of the tender document to complete the full list)

**13.6.9. PREVIOUS RELEVANT EXPERIENCE REQUEST: REFER TO SCHEDULE 13.6.1**

Tenderers to provide references of previous contracts they have serviced (Provide all details as seen in the bullet points below):

- Date of service & Venue
- Name of event
- Type of temporary structure (Tents) used
- Quantity of Tents used
- Size of Tent used
- Amount of staff for set-up
- Kind of service delivered
- References: Client's name and contact details
- Structural Engineer Certificate
- Building Development Plans

**13.6.10. SERVICE REQUEST: REFER TO SCHEDULES 15.6.2-15.6.3**

- Stock supply list and description of Tent types the tenderer has access to (Attach examples / pictures of each type of tent)- **Refer to schedule 13.6.2**
- Service List offering: Plan, transport, deliver, set-up, breakdown and collection of tents
- Other equipment and Safety Measures in place: safety equipment (e.g. sand bags, cable ties, signage, fire extinguishers, concrete blocks, water balusters)-**Refer to schedule 13.6.3**
- Additional services on offer (Draping, flooring, air conditioning systems, carpeting, decking, balustrade etc...) **Refer to schedule 13.6.3**

**13.6.11. VEHICLES: -REFER TO SCHEDULE 13.6.4**

Tenderers to provide a breakdown of vehicles they have access to in order to deliver the aforementioned services successfully

**LIST OF VEHICLES TENDERER OWNS OR HAS ACCESS TO FOR EXAMPLE-**

- Bakkie
- Truck
- Trailer

**13.6.12. STAFF COMPLIMENT- REFER TO SCHEDULE 13.6.5**

Tenderers to provide a breakdown of staff compliment they have access to render the aforementioned service as outlined in this category.

Below is a list of staff that tenderer should have access to:

- Supervisor

- Labourers
- Driver
- Safety Officer
- Structural engineer

PLEASE NOTE THE CITY HAS THE RIGHT TO REQUEST INSPECTION OF THE DIFFERENT TENT TYPES TO CHECK QUALITY.

## **CATEGORY 7: SAFETY SERVICES**

### **13.7.1 Introduction**

The City of Cape Town hosts and sponsors various genres of events from very small to large scale in size, which requires Event Safety Services. The City's first priority towards events is safety and security, for this reason, the City of Cape Town seeks to appoint a panel of service providers who are qualified in the field of occupational health & safety who can oversee the Safety Officer role for events which includes the safety plan and identify the core services required for a specific event as and when needed.

The City of Cape Town must ensure safety and security at all events. The procurement of event safety & security services for City owned or sponsored events are required to comply with all legislation example the different by-laws, safety and security measures, SAPS risk categorization and the Safety at Sports and Recreational Events Act 2010 (Act No 2 of 2010) as the regulatory factors to this industry.

### **13.7.2 Required Services**

- The Safety Services that will be required are as follows: Event safety and security plans
- Safety services according to the specific event
- Compile event permit safety plans
- Perform risk analysis
- Execute from start until the end of event
- Oversee all logistical structures within event footprint
- Consider the programmes, address challenges, threats and incorporate into safety plans to ensure safe event
- Medical support plans & with services according to the specific event
- Provide the necessary Safety, Security and Medical staff and deployment according to the specification and risk of the event

**13.7.3 Process to be followed:**

The process to be followed to appoint a service provider on the below mentioned panel is as follows:

- Eligibility criteria must be met in terms of 6.2.1.1.4
- Submissions will be evaluated in terms of functionality and responsiveness in terms of clause 6.2.1.1.4 of the tender document.
- The appointed service provider will be called to submit event specific offers for the required services through an RFQ process as and when required.
- This tender will be relevant from date of commencement until June 2027

The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation and pricing stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

**13.7.4 Track Record of Service Provider (Relevant Experience of the tenderer in line with specifications and categories). -Refer to Schedule 13.7.1**

- **Previous relevant experience (Please provide 3 to 5 examples)**
  - Name & Date of event
  - Number of Attendees (Size of event)
    - 10– 200
    - 2001 – 5 000
    - 5001- 20 000
  - Detailed breakdown of services provided:
    - Event Permit Plan
    - Safety Plan
    - Security Plan
    - Medical Plan
    - Oversee all Structures of the event
    - Execute event from start till end
  - Reference of client: name and contact no

**13.7.5 Example of previous plans submitted to various security agencies as per the Safety at Sports and Recreational Events act, 2010 - Refer to Schedule 15.7.2)**

**Adequacy of plans submitted (Please provide two example for each plan)-This can be plans that have been submitted for various events the service provider has worked on previously. These examples should consist of one for an outdoor event & one for an indoor event:**

- Event Permit plan with all supporting documentation of a:
  - Safety Management & Deployment plan for your staff
  - Occupational Health & Safety plans (Incl Gas, noise, vendors, medics etc.)
  - Security Plan (Incl Emergency evacuations, VIP protection, crowd control, fire etc.)
  - Structural plans submitted to Building Development Management (City of Cape Town)
  - Layout Plans (Incl vendors, stage, ablutions, fencing, VOC etc.)
  - Communication plan (Incl reporting lines, incidents etc.)
  - Transport plan (Incl around the venue, outside, road signage)
  - Traffic Management plan (Incl road closures, marshals, parking etc)

#### **13.7.6 Event Brief Scenario:**

Based on the below scenario please provide a costing (**Refer to Schedule 13.7.3** for the services required).

**Event Scenario 1:** The City of Cape Town will be hosting an outdoor concert and the details for the event are as follows:

**Event Name:** Reconciliation Day Concert

**Date:** 16 December 2023

**Time:** 16h00-22h00

**Gates open:** 13h00

**Venue:** Grand Parade

**Expected Pax:** 20 000

**We require for a reputable company to assist with providing safety and security services at the event based on the following specifications:**

- Event Safety officers: To oversee the entire event from a health and safety perspective
- Event Security: To assist with:
  - Crowd control
  - Access into event footprint
  - Egress out of the event footprint
- VIP protection services for 5 delegates who wish to attend the event:
  - All delegates will have to be collected from the Westin Grand Hotel at 15h00 and taken to the VIP tent next to the stage on the Grand Parade

- Medical Services: To assist with:
  - Medical assistance in case of any emergencies pre-production, event day and post event.

**13.7.7 Please provide a cost breakdown for the aforementioned services that will be rendered at the event and refer to schedule 13.7.4**

**13.7.8 Event Scenario based recommendations:**

Assess the scenarios outlined below and come up with recommendations (**Refer to Schedule 13.7.4**) on what plans should be in place, what to consider and how to respond when incidents of this nature occurs.

- **Dealing with adverse weather:**
- There is a prediction of bad weather, but the City of Cape Town requires a tent with an outdoor structured stage at the event. How would you monitor the situation in terms of safety and how will you respond should the weather conditions escalate? Please provide precaution measurements and action points to be taken in case of scenario.
- **VIP Protection:**
- The Mayor and 5 dignitaries are in attendance at the event. Suddenly protest action erupts outside the venue. How would you ensure the safety of the Mayor and the 5 dignitaries? Please provide precaution measurements and action points to be taken in case of scenario.
- **Foot traffic at an outdoor event:**
- Please provide an example of a kind of monitoring and measures you would put in place when maintaining public flow, keeping passage ways and pedestrian routes open, bottlenecks at an overcrowded event venue like the Grand Parade. Please provide precaution measurements and action points to be taken in case of scenario.
- **Crowd control:**
- The event starts and the excitement of the crowd gets to point that the attendees in the front are being pushed against the mojo fencing as result of crowd surge which started at the back of the venue. How would you respond to a situation like this? Please provide precaution measurements and action points to be taken in case of scenario.
- **Medical Assistance:**
- Provide a medical plan for an event that is based on Grand Parade for 20 000 people. The event will only be contained on the Grand Parade and it will consist of a stage programme. Please provide precaution measurements and action points to be taken in case of scenario.



### 13.7.9 Requirements for eligibility: - Refer to schedules 15.7.5

The Tenderer will need to have access to the following key services and provide proof of service level agreement and or proof of relevant key personnel in house.

### 13.7.10. Medical Services Requirements:

Medical service provider should be registered as per the **Western Cape Ambulance Services Act, 2010 (Act no 3 of 2010)**.

**a) BASIC AMBULANCE ATTENDANT (BAA):** individual who has passed a standardised course that includes the teaching of the following:

This is a Basic Life Support (BLS) certification, and approximately the equivalent of the U.S. EMTB. This is the minimum qualification to be a crew member of an ambulance in South Africa. Training includes a 160 hour course comprising of lectures and practical simulations. The lectures cover basic anatomy and physiology, basic life support (including both CPR and first aid), emergency care, the use of ambulance equipment, including Automatic External Defibrillators (AED), and various medico-legal issues.

**b) AMBULANCE EMERGENCY ASSISTANT (AEA):** individual who has completed a four month course held at a recognised training facility.

This is an **Intermediate Life Support (ILS)** certification, and generally the equivalent of the U.S. EMT-I, but with some added skills. To apply for this training, candidates must have a minimum of 1,000 hours of practical experience as a BAA and they must pass an entrance exam to be eligible for the course.

As an alternative route to certification, those completing the more advanced tertiary qualifications may challenge the examination and be certified as an AEA after successfully completing their first or second year of training. Training at this level consists of a 470-hour course, comprising of 240 hours of lectures and practical simulations, and 230 hours of experiential learning. AEA's are qualified to practice various invasive techniques such as IV therapy, needle Cricothyroidotomy and needle Thoracentesis, as well as Electrocardiogram interpretation, manual external defibrillation, and are allowed to administer various drugs.

**c) CRITICAL CARE ASSISTANT (CCA):** individual who has successfully completed a nine month course at the Ambulance Training College's.

This is an **Advanced Life Support (ALS)** certification with no NQF. It may be compared to the U.S. AEMT-CC. Candidates must complete a 1,200 hour course to qualify as a CCA. They are qualified to practice a large array of invasive techniques, can perform cardio-version and are allowed to administer narcotics, sedatives and various other drugs.

**d) MEDICAL DOCTOR:**

- Should have completed a 5-year Bachelor's degree in Medicine and Surgery at an accredited institution.
- Work 2 years as a Clinical Intern.
- Received a designation, awarded by the Health Professions Council of South Africa.

**13.7.11. Event Security Services Requirements: Schedule 15.7.6**

**Private Security Industry Regulatory Authority (PSIRA)** :All security staff shall be registered with PSIRA under the provisions of the PRIVATE SECURITY INDUSTRY REGULATION ACT NO 56 OF 2000, Security Officers Act 92/1987. All operators must have their official registration and hold valid identification reflecting their PSIRA Registration Number and their registered Security Officers' grade. Certified PSIRA Training certificates will be available for all staff prior to their deployment. Files for each contracted employee including site management will be available for review by CoCT Management.

- a) **PSIRA Grade D Security Guards:** Grade D security officers' main function is access control.
- b) **PSIRA Grade C Security Guards:** A Grade C security officer's main function is access control of a higher risk area and supervision of lower grade security officers. c)

**PSIRA Grade B Security Guards:**

A Grade B security officers' main function is access control in high-risk areas where documentation and basic computer skills might be required.

- A site or shift commander.
- Managing of lower grade security officers.
- Possible inspector doing site visits.

**d) PSIRA Grade A Security Guards:**

A Grade A security officers' main function would normally be a site manager or commander.

- Controlling and managing a number of functions.
- Managing the security workforce
- Conducting risk assessments and evaluations on site daily.
- Basic investigative skills.
- Problem solving.
- Designing security solutions.

**e) Event Security Officer:**

A person who provide a service aimed at ensuring order and safety on a premises used for sporting, recreational, entertainment, cultural, religious, political or similar purposes and to which members of the public are invited or to which they are permitted to have access

Any personnel that render the service of an Event Security officer must have completed training or instruction in a skills programme, part qualification or qualification which includes, but are not limited, to the following competencies:

- knowledge of the role of the Authority and legislation governing the private security industry;
- apply legal aspects in a security environment;
- public relations and dealing with customers and conflict;
- work in a team;
- conduct access and egress control;
- conduct security at an event;
- use security equipment;
- firefighting, prevention and protection;
- basic first aid;
- occupational health and safety;
- Identify an emergency and assist with evacuations and emergency drills.

The security service provider as contemplated in regulation 14(13) must complete/obtain from a skills development provider the skills programme described and recognized as an event security officer in terms of the Statutory Security Training Standards Manual as contemplated in regulation 28 of these regulations (Refer to Private Security Industry Regulation Act, 2001 (Act 56 of 2001).

**13.7.12 Event Safety Officer Requirements: Schedule 15.7.7**

Any person who is to be appointed as a safety officer at an event must be in possession of a qualification relating to occupational health and safety.

The Event Safety Officer should have experience and training in the following:

- Event safety and security plans
- Safety services according to the specific event.  
compile event permit safety plans
- Perform risk analysis
- execute from start till end of event

- Oversee all logistical structures within event footprint.
- Consider the programmes, address challenges, threats and incorporate into safety plans to ensure safe event.
- Medical support plans & with services according to the specific event
- Provide the necessary Safety, Security and Medical staff and deployment according to the specification and risk of the event

### **13.7.13 TRADE NAMES OR PROPRIETARY PRODUCTS**

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

**All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase “or equivalent.”**

### **13.7.14 EMPLOYMENT OF SECURITY PERSONNEL**

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

### **13.7.15 FORMS FOR CONTRACT ADMINISTRATION**

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report ( **Annexed**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

**(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**

TENDER NO:

## ANNEX 1

## CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



### Instructions for completing and submitting forms

#### General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case 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 out services or 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, email EPWPLR@capetown.gov.za.

#### Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.  
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

#### Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

#### Submission of Forms

- 15 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.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

### 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)		EPWP SUPPLIED 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

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)					
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)											
R											

TENDER NO:

ANNEX 1 (continued)

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year    Month		Sheet 1    of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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