

PROPOSAL NO: A846

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CITY OF JOHANNESBURG MUNICIPALITY)					
BID NUMBER:	A846	CLOSING DATE:	07 DECEMBER 2020	CLOSING TIME:	10:30 am
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

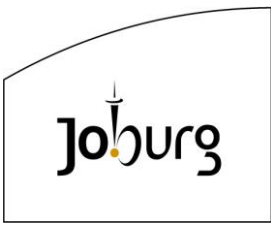
BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

**GROUND FLOOR, METROPOLITAN CENTRE
158 CIVIC BOULEVARD
BRAAMFONTEIN, JOHANNESBURG.**

COMPULSORY BRIEFING SESSION					
VENUE: A-LECTURE HALL, A-LEVEL, COUNCIL CHAMBER WING, METRO CENTRE, 158 CIVIC BOULEVARD, BRAAMFONTEIN.					
DATE: 13 NOVEMBER 2020					
TIME: 10:00AM AND 12:00 PM					

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN :		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

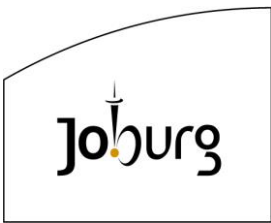
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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>	<p>GROUP COMMUNICATION AND MARKETRING</p>	<p>CONTACT PERSON</p>	<p>CLIFFORD RANTAO</p>
<p>E-MAIL ADDRESS</p>	<p>CliffordR@joburg.org.za</p>		

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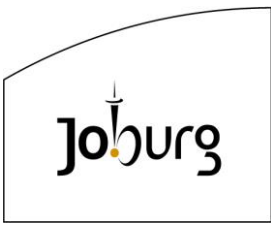
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

IMPORTANT NOTICE

1. Bidders are reminded that the form of bid (section 2) is to be completed in full and signed.
2. Bidders are reminded that for any and all alterations in the form of Bid must be signed in full by the bidder's authorized signatory and an accompanying letter on the bidder's official letterhead will indicate such alterations.
3. This bid, correctly endorsed, is to be addressed to the City Manager and must be deposited into the tender/ bid box at the Ground Floor: Main Entrance, Metropolitan Centre, 158 Civic Boulevard, Braamfontein, at the time and date shown herein. Under no circumstance will late tenders be accepted.
4. Proposals/ Bids will be opened in public in the vestibule (Main Entrance), Ground floor, Main Administration Building, Metropolitan Centre, on the closing date.
5. No submission (s) transmitted by fax or other electronic means will be accepted.
6. **Valid tax compliant verification PIN number issued by SARS.**
7. Failure to attend the compulsory briefing session (if applicable to the Bid) will result in disqualification of the Bid.
8. Failure to submit samples, if requested, will result in disqualification of the Bid.
9. The Bid document is to be completed in black ink and in full. It is not to be re-typed at all.
10. The Bid document is to be submitted in full in the same order as issued, with all the sections attached.
11. In Bids where Consortiums and Joint Ventures are involved, an agreement endorsed with signatures of all parties involved, must be submitted.
12. The City of Johannesburg does not take any Responsibilities for Bids/Proposals dropped into the wrong box.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

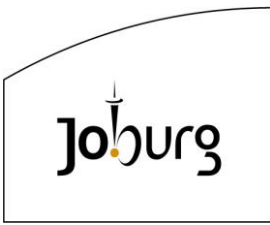
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS)

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS WILL DISQUALIFY THE BID

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CITY OF JOHANNESBURG

Bids/Proposals are invited for:

BID / PROPOSAL	DESCRIPTION	BRIEFING SESSION DATE & TIME	BRIEFING	TECHNICAL ENQUIRIES	DOCUMENT DOWNLOADED	CLOSING DATE & TIME	EVALUATION CRITERIA
A846	Appointment of a Panel of Service Providers to Provide Event Management Services for the City of Johannesburg on as and when Required, for a Period of (3) Three Years.	Compulsory 13 November 2020 10:00 AM & 12:00 PM	A-Lecture Hall, A-Level, Council Chamber Wing, Metro Centre, 158 Civic Boulevard, Braamfontein, At The Following	Clifford Rantao Email Address: Cliffordr@Joburg.Org.Za The Closing Date For All Enquiries Is: 04 December 2020	Downloaded for free from: www.Etenders.gov.za	07 December 2020 10:30am	Functionality and 90/10 Point System

- Bidders are required to, together with their Bids/Proposals submit original and valid **BBB-EE** Status Level Verification Certificates or certified copies thereof to substantiate their **BBB-EE** rating claims. Bidders who do not submit their **BBB-EE** Status Level Verification Certificates **will not be** disqualified from the bidding process however they will score zero (0) out of maximum points allocated respectively for **BBB-EE**.
- Copies of the abovementioned Bids/Proposal will be available from 06 November 2020 and can be downloaded on the National Treasury website at www.etenders.gov.za.**
- BID/PROPOSAL SUBMISSIONS MUST BE IN THE ORIGINAL, AND MUST INCLUDE ALL INFORMATION AS REQUESTED IN THE BID/PROPOSAL DOCUMENT**
- Sealed Bids/Proposals marked with the Bid/Proposal number and addressed to the Municipal Manager, City of Johannesburg must be deposited in to tender box at the main entrance, ground floor, Main Administration Building, Metropolitan Centre, 158 Civic Boulevard, Braamfontein not later than 10:30am on the closing date stated above.
- ANY BID/PROPOSAL RECEIVED AFTER 10:30 AM WILL NOT BE ACCEPTED.**
- The prescribed reading of Bidders names will commence in public in the vestibule (Main Entrance) Ground Floor Main Admin Building, Metropolitan Centre.
- NO TELEGRAPHIC, TELEPHONIC, E-MAIL AND FACSIMILE BIDS/PROPOSALS WILL BE ACCEPTED**
- In response to the Covid-19 principles of social distancing, The Tender Box is located on the walkthrough section of the Building and as such bidders do not require to enter the Main building to submit their Bids in the Tenders Box.**
- Bidders shall only be allowed to drop off their Bids in the Box.**
- Should Bidders wish to enter the main building, they shall do so only after complying with the City's Covid-19 measures, i.e. (temperature reading, sanitization, screening etc.)**
- The Bid opening register shall be publicized on the City's Website within reasonable time after the opening of Bids for all Bidders to view.**
- In keeping with the requirement for social and physical distancing, and to avoid congestion, bidders or their representatives will be required to queue, one Metre apart, and wait for the turn to deposit bid documents. Due to the foregoing requirement, bidders or their representatives may experience delays and should therefore plan and give themselves sufficient time to submit bids, in order to avoid missing the stipulated bid closing times. The City will not be liable for failure to deposit bids within the stipulated times, even if the bidders or their representatives were already on the queue before closing time.

NB: It is the prospective bidders' responsibility to obtain documents in time so as to ensure responses reach the City of Johannesburg timeously.

- The City of Johannesburg reserves the right to cancel or withdraw any item published on this day.**

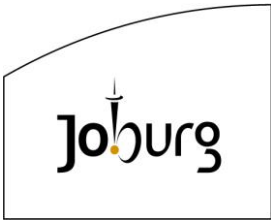
CITY MANAGER

ADVERT NO

ADVERTISE IN:

The Citizen
The Sowetan
The Business Day
The Beeld

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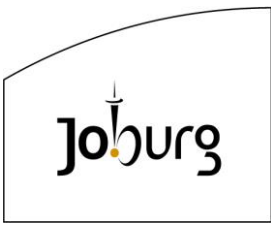
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SECTION 1

BID REQUIREMENTS

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

1. STRATEGIC THRUST

Sustainable Service Delivery.
Job Opportunity and Creation.

2. PURPOSE

To appoint suitable and experienced service providers to a city-wide panel for the provision of event management services, if and when required, for a period of (3) three years.

3. BACKGROUND

Events are generally classified on the basis of their size, form and content / context. The City of Johannesburg, in executing its mandate, hosts events of different sizes. Festivals and events that have a largely local audience are mainly hosted for citizen enjoyment and building social cohesion, e.g. Joy of Jazz and New Year's Eve Concert. These types of events bring communities together and help form relationships between those of similar interests. The City supports these events as part of its community and cultural development strategies.

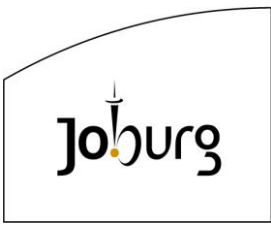
Major events that attract large audience numbers; receive major press attention and create economic advantages because of their size and outreach, are also hosted. Examples of major events include the Joburg Open and the MTN Walk the Talk with 702 and the Discovery 947 Ride Joburg. The City has also hosted mega events (e.g. the 2010 FIFA World Cup) in the past.

As a large organisation and a brand that many people all over the world recognises, the City of Joburg must maintain high-level service standards when it comes to the hosting of events. Also, the profile of its guests may range from local stakeholders to national and international dignitaries and investors.

To stimulate competition, local economic development and sustainable growth within the events sector, the City has identified Six (6) main service categories for event management services to go under, namely:

- Category 1: Technical and Audio-visual services;
- Category 2: Staging;
- Category 3: Entertainment / Speakers;
- Category 4: Catering services;
- Category 5: Hiring services; and
- Category 6: Floral Services

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Within each of the above service categories, successful bidders shall be further categorised based on their service offerings.

4. SCOPE OF WORK

The City reserves the right to award a tender in full, partially or not at all. Successful service provider(s) will if and when required, be expected to: -

- a. Provide project management and logistical services in the planning and implementation of an event;
- b. Adhere to turn-around-times as stipulated in the relevant request for quotations (RFQ);
- c. Uphold the quality of the event as per the standard(s) set by the City of Johannesburg and the requirements of the City’s corporate identity (CI); and
- d. Ensure the timely payment of third parties.

5. DELIVERABLES

This panel is categorised into Six (6) main service categories (as expounded below) and bidders will be expected to submit bid offers for one (1) or more service categories.

Bidders will also be expected to provide a comprehensive event management solution, which covers all aspects of an event.

5.1 Service categories:

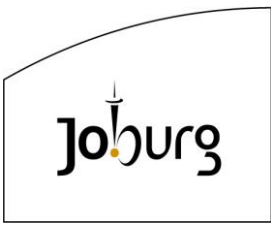
5.1.1. **Service Category 1: *Technical and Audio-visual services***

The successful service provider shall be expected to ensure that all required equipment is available and that it is set-up at the venue before the event starts. It is expected that the equipment will be in good working condition for the entire duration of the event, and that the output(s) will be of high quality without any external interferences and/or echo. The successful service provider may also be required to provide editing services on the material produced.

This service category includes the following:

- 5.1.1.1 Audio-visual support for delegate systems;
- 5.1.1.2 Sound systems including auto-cue and lighting;
- 5.1.1.3 Big and/or plasma screens for both indoor and outdoor events;
- 5.1.1.4 Projectors, monitors, cabling, LED screens and rigging; and
- 5.1.1.5 Videography and/or photography services.

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5.1.2. Service Category 2: *Staging*

The successful bidder must have experience in providing rental equipment and setting-up services for events of various sizes. Bidders are thus expected to have the know-how of setting up for small to large public meetings/summits, indoor and outdoor events while also observing compliance requirements related to events.

The successful service provider is furthermore expected to provide adequately trained and skilled labour to set-up and de-rig at each event in accordance with all safety and compliance requirements and/or considerations.

This service category includes the following:

- 5.1.2.1. Set-building or set-construction;
- 5.1.2.2. Stages for indoor and outdoor events;
- 5.1.2.3. Covered and open stages, platforms; and
- 5.1.2.4. Stage-rigging, riders and lighting.

5.1.3. Service Category 3: *Entertainment / Speakers*

The City may provide a theme for an event and the service provider will be expected to provide the following in accordance with such theme:

- 5.1.3.1. Motivational speaker(s);
- 5.1.3.2. Izimbongi (Praise poets);
- 5.1.3.3. Live bands, DJs;
- 5.1.3.4. Programme directors, artists; and
- 5.1.3.5. Facilitators.

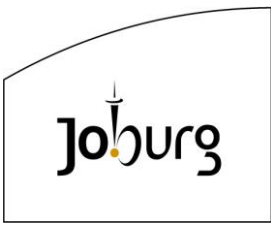
5.1.4. Service Category 4: *Catering services*

Service providers must be able to cater for all dietary requirements, including but not limited to religious and cultural preferences, as will be stipulated in the relevant request for quotation (RFQ). In this regard, the City will issue a variety of menus with the RFQ which will cover the following dietary requirements:

- Vegetarian;
- Strictly Halaal;
- Kosher; and
- Diabetic.

Bidders will be expected to provide assurance in their proposals that religious and cultural factors/needs/restrictions have been considered. This may include entering into business contracts with accredited suppliers of such catering requirements.

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Service providers must have an industry-recognised certification, where applicable.

Service providers are expected to meet the City’s catering standards and requirements. This means ensuring that food is prepared in accordance with food industry standards, in a clean and hygienic environment, and in compliance with all health and safety regulations. It is expected that bidders will ensure the availability and provision of the necessary catering supplies and equipment, if and when required.

Bidders are expected to prepare proposals for normal day-to-day catering as well as high-end events (which includes providing waiters and waitresses). Proposals must include a time schedule for standard functions, covering the setup to service to breakdown. Cleanup is also a major concern and reference should be made to it. Occasionally the City will require catering for events outside of Johannesburg and bidders should have adequate capacity to prepare large quantities of food that is properly packaged and can be delivered and distributed in a hygienic and environmentally safe manner.

Lastly, shortlisted companies may be required to host food tasting sessions and attend site visits on request.

5.1.5. Service Category 5: *Hiring services*

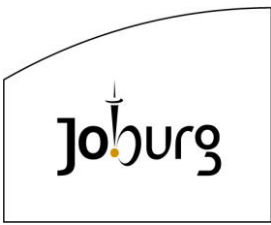
Bidders submitting offers in respect of this service category must be able to demonstrate a high level of customer service in the administration, delivery and installation of quality equipment for events of various size. The following equipment and event accessories may be required from time to time:

- 5.1.5.1. Marquees, bedouin tents;
- 5.1.5.2. Flooring, carpeting;
- 5.1.5.3. Air-conditioning, different types of heaters, fans;
- 5.1.5.4. Lighting (for outdoor and/or indoor events);
- 5.1.5.5. Generators;
- 5.1.5.6. Fire-extinguishers;
- 5.1.5.7. Mobile toilets/trailers, urinals, janitors;
- 5.1.5.8. Collapsible fencing, picket fencing;
- 5.1.5.9. Furniture, tables, chairs;
- 5.1.5.10. Glassware, linen;
- 5.1.5.11. Cutlery, crockery; and
- 5.1.5.12. Draping, centre-pieces.

5.1.6. Service Category 6: *Floral Services*

The City will from time-to-time be required to supply funeral and ceremonial wreaths, as and when the need arises. These services may not only be required in Johannesburg but anywhere within the borders of the country. Bidders are expected to therefore put together a proposal that will demonstrate the ability for national delivery, indicating its own footprint or strategic partners that will facilitate the delivery.

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The following are the actual items that may be required:

5.1.6.1. Funeral wreaths and ceremonial wreaths

6. CATEGORISATION OF SERVICE PROVIDERS

Within each of the service categories mentioned in 6 above, successful bidders shall be placed into categories based on their service offerings.

7. PRICING AND PROPOSAL SUBMISSION

Bidders are expected to put together a responsive team in respect of the service category they are bidding for. Bidders are permitted to bid for more than one service category.

It should however, be noted that although bidders are at liberty to define and opt for a business model that suits their operations, quality, cost-efficiency and cost-effectiveness should be at the centre of service delivery. Bidders are therefore cautioned to be mindful of costing in relation to their business models and successful bidders will be expected to negotiate terms and conditions with their strategic partners and transfer part of the benefits to the City.

Bidders are expected to as far as possible, demonstrate proof of their business relations and alliances in order to give the City comfort that they will honour turnaround times and meet service delivery standards.

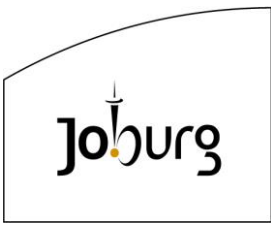
The City pays service providers on presentation of valid invoices, and only after the successful completion of the event. Bidders are therefore expected to have sufficient funds to cover an event as no requests for upfront payment shall be entertained.

8. SPECIAL CONDITIONS

The following special conditions are applicable, namely:

- 8.1. Service providers are expected to be Joint Operations Committee (JOC) compliant, where applicable. Failure to comply will result in a non-responsive bid proposal.
- 8.2. Should emergency procurement be necessary, a service provider should be able to perform/deliver with notice of between one (1) to five (5) days.
- 8.3. A service provider should be able to hire / recruit its own security company, if and when required.

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9. MINIMUM REQUIREMENTS

Bidders are expected to demonstrate a high level of professionalism and meet all necessary compliance requirements relating to the category/-ies they are bidding for.

Where required, bidders are required to give a description of the relevant personnel and appropriate equipment in the service category they are bidding for.

Services and goods will be procured from the panel as needed. Successful bidders will compete on the basis of price and will be rotated within the relevant service category in this panel of service providers.

10. RETURNABLE DOCUMENTS

10.1. Proposal with a detailed management plan that is aligned to the Terms of Reference specified in the bid document. The proposal should indicate how the bidder will deliver services within each category that is bid for. The proposal should contain a risk management strategy / plan with risk mitigation, and it should clearly demonstrate/describe the following:

10.1.1. Compliance with the the Safety at Sports and Recreational Events Act 2 of 2010;

10.1.2. Any joint venture agreements; and

10.1.3. Business agreement for kosher and halal catering;

10.2. Valid original or certified copy of B-BBEE accreditation certificate issued by verification agencies accredited by SANAS; or an affidavit for B-BBEE exemption commissioned by SAPS or a Commissioner of Oaths;

10.3. Tax clearance certificate or valid one-time pin (OTP) for tender issued by the South African Revenue Services (SARS).

10.4. Municipal account statement for both the company and all directors not in arrears for more than 90 days or an affidavit or lease agreement not older than three (3) months. If in arrears, must provide proof of acknowledgement to the relevant municipal revenue department, to pay the debt;

10.5. Completed and signed MBD forms **1, 3.2, 4, 5,6.1, 8 and 9**;

10.6. *Curriculum Vitae* of all key personnel assigned to the project indicating industry related experience;

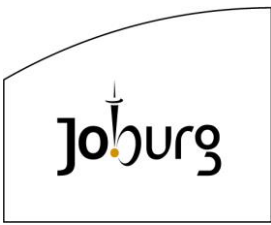
10.7. Completed and signed Form of Bid/Proposal;

10.8. Completed and signed Declaration on State of Municipal Account;.

10.9. Proof of registration on the National Treasury Central Supplier Database (CSD) or copy of CSD report or M-AAA number;

10.10. Bidders to provide reference letters on a company letterhead and signed by the contactable authorized officials;

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

- 10.11. Company registration documents;
- 10.12. Company profile; and
- 10.13. All bidders under *Catering Services* Category to provide a valid Certificate of Acceptability (CoA) in the name of the bidder. Where there is a business agreement with a third party, the CoA must be in the name of the relevant third party.

11. ADDITIONAL: RETURNABLE DOCUMENTS IN RESPECT OF JOINT VENTURES

- 11.1. Validly executed Joint Venture Agreement;
- 11.2. Joint and valid original or certified copy of B-BBEE accreditation certificate issued by verification agencies accredited by SANAS; or an affidavit for B-BBEE exemption commissioned by SAPS or a Commissioner of Oaths;
- 11.3. Valid one-time pin (OTP) for tender issued by the South African Revenue Services (SARS) for each company;
- 11.4. Municipal rates and taxes for both companies and all directors not in arrears for more than 90 days or an affidavit or lease agreement not older than three (3) months. If in arrears, must provide proof of acknowledgement to the relevant municipal revenue department, to pay the debt.
- 11.5. MBD forms **1, 3.2, 4, 6.1, 8 and 9**, completed in full and signed in respect of both companies.
- 11.6. *Curriculum Vitae* of all key personnel assigned to the project indicating industry related experience.
- 11.7. Form of Bid, completed in full and signed by the lead company.
- 11.8. Declarations of State of Municipal Account, for both companies as well as directors - completed in full and signed.
- 11.9. Proof of registration on the National Treasury Central Supplier Database (CSD) or copy of CSD report or M-AAA number for both companies.
- 11.10. Company registration documents for both companies.

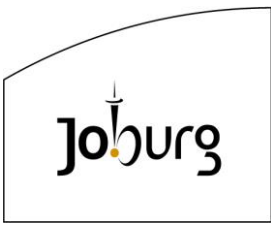
12. GENERAL CONDITIONS

- 12.1. The City reserves the right to ask any clarification questions to any Bidder including but not limited to requesting third party agreements in support of the bid, list of resources to be used for the project including a key account manager and all relevant equipment. Bidders should outline the list of relevant equipment proposed for each service category, giving an indication of whether they are owned or there is a third party arrangement in place.

13. DISQUALIFICATION CRITERIA

Failure to meet the requirements below shall result in the exclusion of the bid based on the fact that it is a non-responsive bid proposal:

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

- Attendance of the compulsory briefing session;
- Incomplete or unsigned / partially signed Form of Bid; and
- For all bidders under *Catering Services* Category: Submission of a Certificate of Acceptability (CoA) in the name of the bidder and where a business agreement is in place with a third party, CoA must be in the name of that third party.

14. EVALUATION CRITERIA

Proposals shall be evaluated in phases, as follows:

14.1. Phase 1 (one) – Compliance with bid requirements

This entails compliance with the bid conditions as outlined in the bid document; the submission of the required returnable documents; the full and proper completion of the RFP document and submission of the proposal document in line with the conditions set out in the bid document.

14.2. Phase 2 (two) – Functionality

Proposals shall be evaluated in terms of the Preferential Procurement Policy Framework Act No. 5 of 2000, using the 90/10 points system in the Preferential Procurement Regulations of 2017.

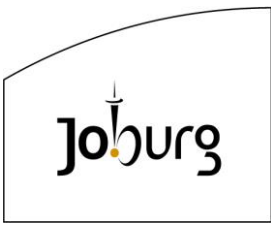
Proposals will initially be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act of 2000, using the 90/10 points system.

Only bidders scoring sixty (60) points or more out of one hundred (100) points for functionality shall be considered for appointment.

Bidders that score below this threshold shall be deemed to have submitted non-responsive bids.

CRITERIA	GUIDELINES FOR APPLICATION OF CRITERIA	POINTS
Methodology and Approach	Methodology and Approach - 10 Points Proposal fully indicates how services will be delivered under each service category that is bid for: <ul style="list-style-type: none"> • Category 1: Technical and audio-visual services; • Category 2: Staging; • Category 3: Entertainment / Speakers; 	10

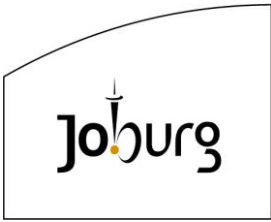
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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

CRITERIA	GUIDELINES FOR APPLICATION OF CRITERIA	POINTS
	<ul style="list-style-type: none"> • Category 4: Catering services; and • Category 5: Hiring services. 	
Company Profile	<p>Company Experience – 20 Points Industry-related experience:</p> <p>More than 9 years -20 points More than 6 years up to 9 years – 15 points More than 3 years up to 6 years – 10 points More than 12 month up to 3 years – 5 points 12 months and less –3 points</p>	60
	<p>Project Manager Experience – 20 Points Industry-related experience:</p> <p>More than 9 years -20 points More than 6 years up to 9 years – 15 points More than 3 years up to 6 years – 10 points More than 12 month up to 3 years – 5 points 12 months and less –3 points</p>	
	<p>Team Experience – 20 Points Combined team members - Industry-related experience:</p> <p>More than 9 years -20 points More than 6 years up to 9 years – 15 points More than 3 years up to 6 years – 10 points More than 12 month up to 3 years – 5 points 12 months and less –3 points</p>	
Track-record	<p>Number of previous similar work undertaken – 30 Points References with contact details on a company letterhead.</p> <p>5 x Company references – 30 points 4 x Company references – 20 points 3 x Company references – 15 points 2 x Company references – 10 points 1 x Company reference – 5 points</p>	30
TOTAL:		100

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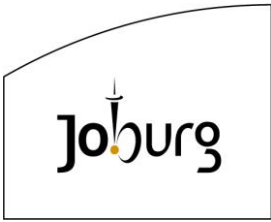
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

15. INFORMATION AND QUERIES

All queries to be submitted in writing only, no later than 72 hours before close of the tender.

Contact Person: Clifford Rantao
Group Communication and Marketing
Email: CliffordR@joburg.org.za

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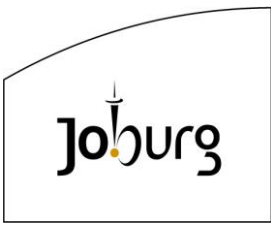
PROPOSAL NO: A846

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

SECTION 2

FORM OF BID/PROPOSAL

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

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FORM OF PROPOSAL AND PROPOSERS INFORMATION

NB. ANY AND ALL ALTERATIONS TO THE PROPOSAL DOCUMENTS MUST BE SIGNED IN FULL BY THE PROPOSAL'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE PROPOSER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE THIS WILL DISQUALIFY THE PROPOSAL.

ANY COMPLETION OF THE PROPOSAL DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE PROPOSAL.

I/We the undersigned hereby acknowledge myself/ourselves fully conversant with the Details and conditions set out in the Conditions of Proposal, General Conditions of Proposal, Special Conditions and Technical information and Specification attached and hereby agrees to the City of Johannesburg.

PRICING SCHEDULE

BIDDERS TO FILL IN THE FOLLOWING TABLE

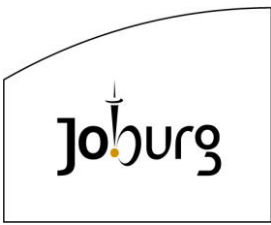
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS	R
---	----------

Prices include Value Added Tax
Rate of Value Added Tax Ø _____ %
Ø To be inserted by the Proposer

Total points brought forward in respect of BBBEE Verification Level (to be inserted by the Proposer) _____
(If section 4: (Conditions pertaining to BBBEE Verification Certificate) is not submitted **NO POINTS** pertaining to BBBEE Verification Level shall be awarded).

Name of Proposer (in full): _____

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

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FORM OF BID AND BIDDERS INFORMATION (CONTD.)

PROPOSAL PRICE ADJUSTMENT

1. Is this a firm price proposal? _____

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

2. If the answer to the above question is **No**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of firm (in full) : _____

Company Registration Number : _____

VAT Registration Number : _____

Business address : _____

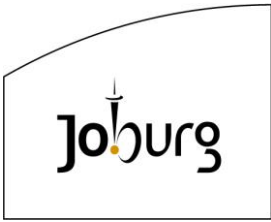
Postal address : _____

Telephone number : _____

Name of Bidder (in full) : _____

Fax number : _____

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

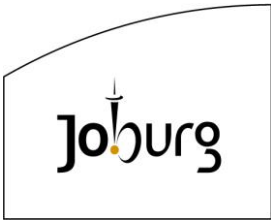
Name of person authorized to sign this Bid : _____
(BLOCK LETTERS)

Signature of person authorized to sign this Bid : _____

Date : _____ 2020

As witness : _____

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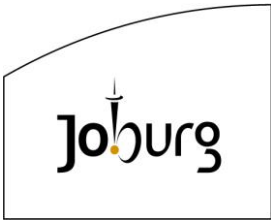
PROPOSAL NO: A846

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

SECTION 3

DECLARATIONS

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

CITY OF JOHANNESBURG
GROUP FINANCE: STRATEGIC SUPPLY CHAIN MANAGEMENT
DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

Any bid may be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.

The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

.....

ii. Registration Number

.....

iii. Municipality where business is situated

.....

iv. Municipal account number for rates

.....

v. Municipal account number for water and electricity

.....

vi. Names of all directors, their ID numbers and municipal account number.

1.

2.

3.

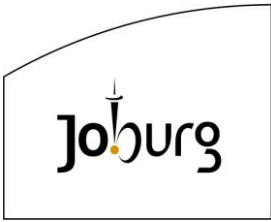
4.

5.

6.

7.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....

.....

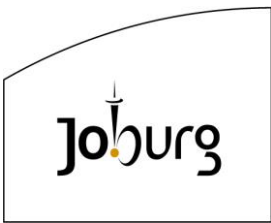
.....

.....

Signature

Date

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

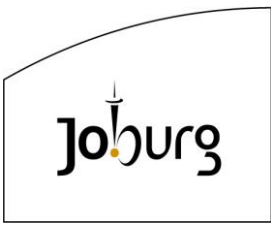
Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

<i>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</i>	<i>PERCENTAGE OF BID PRICE</i>

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PROPOSAL NO: A846

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

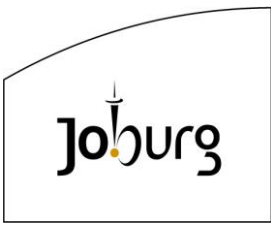
Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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PROPOSAL NO: A846

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER.....	PROPOSAL NUMBER: A846
CLOSING TIME:10:30 AM	CLOSING DATE: 07 DECEMBER 2020

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

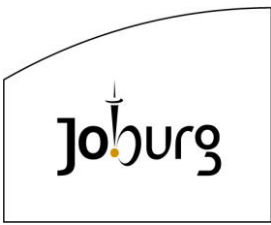
ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY
		** (ALL APPLICABLE TAXES INCLUDED)

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----R-----	----- days
-----R-----	----- days
-----R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----		R.....
-----		R.....
-----		R.....
-----		R.....

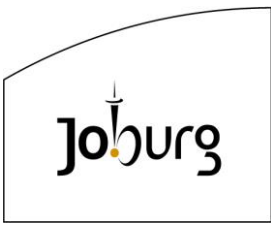
**"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----		R.....
-----		R.....
-----		R.....

TOTAL: R.....

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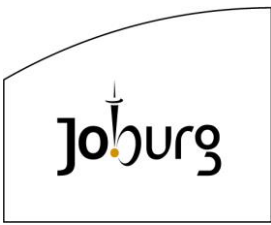


APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract?
.....*YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....
.....
.....
.....

*Delete if not applicable

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 4

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

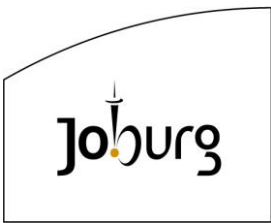
3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

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

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 bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company’s directors, 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.

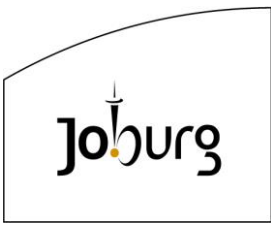
.....
.....

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:

.....
.....

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

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

Full Name	Identity Number	State Employee Number

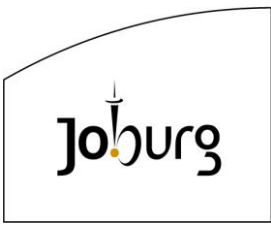
.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

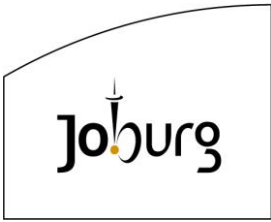
3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion **YES/NO**

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

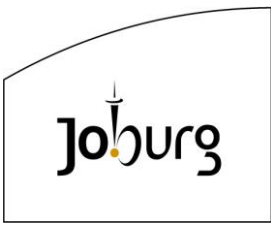
CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to this bid:
 - the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included)
- 1.2
 - a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

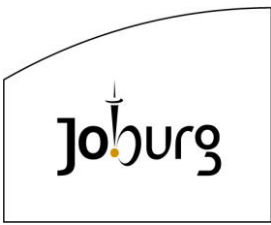
	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

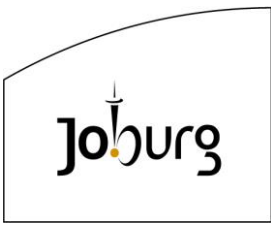
P_{min} = Price of lowest acceptable bid

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

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

--

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor:..... =(maximum of 10 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

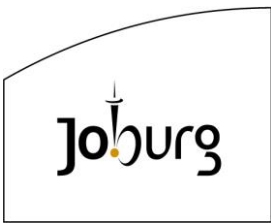
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
--	-----	-----

<input type="checkbox"/>

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	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

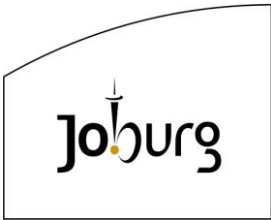
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

Stand Number:

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

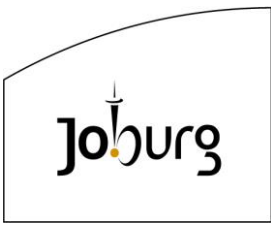
DATE:

ADDRESS

.....

.....

.....
INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

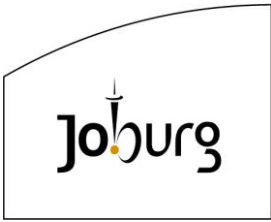
MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

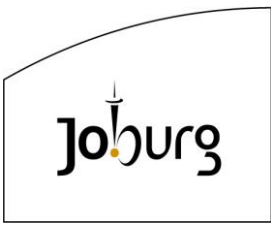
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

Do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of: _____ that:

(Name of Bidder)

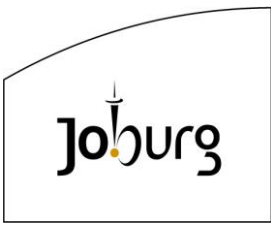
¹ Includes price quotations, advertised competitive bids, limited bids and BIDs.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

INITIAL

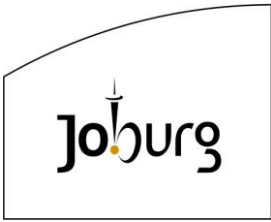


APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

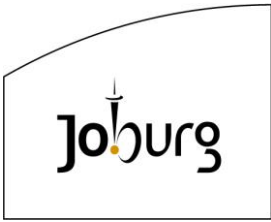
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

INITIAL

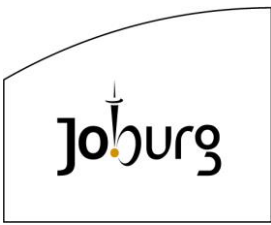


APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

SECTION 4

TECHNICAL DATA, OMISSIONS, VARIATIONS AND COMPANY DETAILS

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

SECTION 4: TECHNICAL DATA, OMISSIONS, VARIATIONS AND COMPANY DETAILS

DETAILS TO BE COMPLETED BY THE BIDDER

(Failure to complete this section in full will render the bid liable to rejection on the grounds of being incomplete)

4.1 COMPANY DETAILS

4.1.1 Business Name and Address: (Physical and Postal)

Name of Representative from whom further information may be obtained:

Name: _____

Telephone: _____

Telefax: _____

4.1.2 Company Registration Number: _____

Date of Registration _____

Registered as: _____
(Specify type)

Council Rates and Service Account Details:

Name of account holder: _____

Local Authority Administering the Account: _____

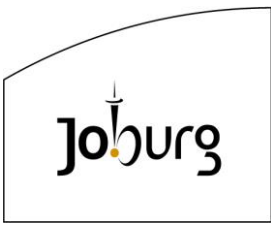
VAT Registration Number: _____

4.1.3 Name and Address of Bankers: _____

Branch of Bank: _____

Bank Account Number: _____

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

4.2 DETAILS OF SIMILAR WORK RECENTLY CARRIED OUT

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

4.3 QUALIFICATIONS BY BIDDER

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

PAGE	CLAUSE OR ITEM

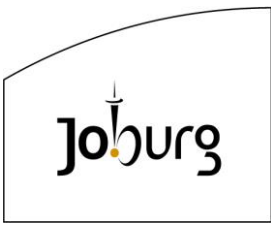
Name of Bidder in Full: _____

4.4 WORK TO BE DONE BY OTHERS

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

INITIAL



APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

4.5 SUB-CONTRACTORS

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

4.6 PLANT, TRANSPORT AND STAFF AVAILABLE

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

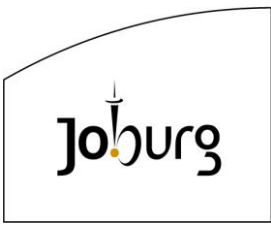
4.7 OMISSIONS AND VARIATIONS FROM THE COUNCIL'S SPECIFICATION

Note: - To be completed by all Bidders

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

4.8 INDEMNITY CLAUSE

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

NAME OF BIDDER: _____

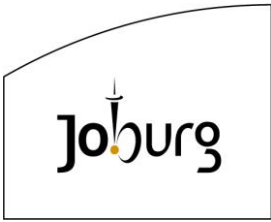
NAME OF PERSON AUTHORISED TO SIGN THIS BID

SIGNATURE : _____ (BLOCK LETTERS)

WITNESSES:

(1) _____
(2) _____

INITIAL



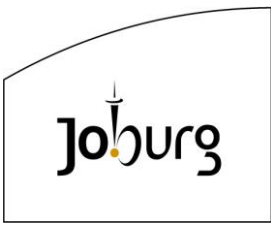
PROPOSAL NO: A846

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

SECTION 5

GENERAL CONDITIONS OF PURCHASE AND CONDITIONS OF BID, AMENDMENTS VARIATIONS TO CONDITIONS OF A GENERAL NATURE

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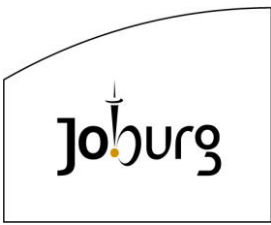
SECTION 5: GENERAL CONDITIONS OF PURCHASE AND CONDITIONS OF BID, AMENDMENTS VARIATIONS TO CONDITIONS OF A GENERAL NATURE

1. DEFINITIONS

Unless Inconsistent with or expressly indicated otherwise by the context the singular shall include the plural and vice versa words importing the masculine gender shall include the feminine and the neuter.

- (a) "Approved or "Approval" shall mean "approved" or "approval" by the Council's representative defined in the specification.
- (b) "Council" shall mean the CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY.
- (c) "Contractor" shall mean the bidder whose bid has been accepted by the Council and shall include the bidder's legal personal representative, heirs, successors and assigns.
- (d) "Contract" shall mean and include the Council's General Conditions of Purchase and Conditions of Bid, Form of bid, special conditions of contract, the specification including any schedules, drawings, patterns, samples attached to the specification or any drawings, patterns, samples approved by the Council's representative relative to the contract, and any agreement entered into in terms of the Council's General Conditions of Purchase and Conditions of Bid, hereinafter referred to as "the General Conditions".
- (e) "Contract Price(s)" shall mean the price(s) tendered by the contractor and accepted by the Council for the execution of the contract.
- (f) "Date of Delivery" shall mean the date stipulated in the contract for the delivery of the goods.
- (g) "Date of Bid" shall mean the date and time on which bids are due to be deposited in terms of the advertisement calling for bids.
- (h) "Delivery" shall mean delivery in compliance with the terms and conditions of the contract at the point of delivery specified in the contract.
- (i) "Goods" shall mean the machinery, plant, equipment, apparatus or materials to be supplied under the contract.
- (j) "Month" shall mean calendar month.
- (k) "Site" shall mean the buildings or ground or any other place in which or on which or over which the goods are to be stored, installed or used or where service are to be effected.
- (l) "Specification" shall mean the specification annexed to these General Conditions.
- (m) "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.

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- (n) "Work" or "Works" shall mean and include goods to be provided and work to be done by the contractor under the contract.
- (o) "Special conditions", shall mean any additions to, departure from and/or amendment of the General Conditions as set out in the Special Conditions of Contract forming part of the Bid Documents. Should any special conditions conflict with the General Conditions, the Special Conditions shall apply.
- (p) "Bid Documents" shall mean all documents which are, prior to the delivery of the bid or delivered to the Bidder for the purpose of his bid and includes the Conditions of Bid, the General Conditions, the Special Conditions, the Specification and all relevant drawings, patterns and samples the Form of Bid and all documents referred to in the foregoing, or specified as being available for inspection by the Bidder. The Bid documents must be read as a whole.

2. BIDDER TO SATISFY HIMSELF AS TO CONDITIONS AND CIRCUMSTANCES OF BID

The bidder, by tendering, shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the bid.

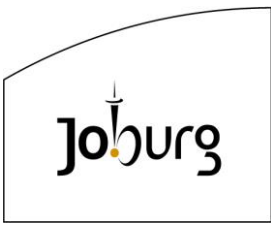
3. COMPLETE ACCEPTANCE OF CONDITIONS

- (i) The bidder shall be deemed to know and understand the General Conditions of Purchase and Conditions of bid, of which this clause forms part, and the submission of a bid shall presume complete acceptance of the said General Conditions of Purchase and Conditions of Bid. The non-acceptance or variation of any of these conditions or the inclusion of any other conditions will render the bid liable to rejection.
- (ii) Subject to the provisions of the foregoing sub-clause, the bidder may qualify any one or more of the said conditions; but no qualification of the condition shall if his bid be accepted, form part of his contract with the Council unless at the time of tendering he shall have indicated in writing, specifically in relation to each and every condition so qualified the number of the condition and the exact extent to which extent it is qualified. Provided, however, that in any contract to which any special conditions imposed by the Council apply, such special conditions shall be embodied in the specification relating to that contract and shall be supplementary and additional to any of the General Conditions set out herein. Should any such special conditions conflict with the General Conditions, the special conditions shall apply.

4. ASSIGNMENT

- (i) This contract is personal to the contractor and the contractor shall not sub-let, assign or make over the contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Council and on such conditions as it may approve.
- (ii) This clause shall not apply to sub-contracts given to regular suppliers of the contractor for materials and minor components relating to the goods to be supplied. The Council reserves the right to require the contractor to submit the names of any such sub-contractors for its approval.

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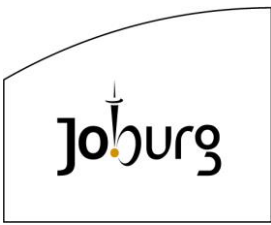
5. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the contract, the contractor shall be obliged to refer the matter to the Council's representative for decision before proceeding to execute the contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appears to exist.

6. QUALITY AND GUARANTEE

- (i) All goods supplied shall be equal in all respects to samples, patterns, or specifications where such are provided.
- (ii) Tests and analyses may be made as deemed necessary, and the cost thereof shall be borne by the Council provided it is proved that the goods are of the stipulated quality, failing which the costs shall be defrayed by the contractor; the Council to have the right to deduct such cost from payments due to the contractor, or otherwise to recover the same from him.
- (iii) The contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods by reason of no objection having been taken thereto by the Council's representative at the time the goods were delivered.
- (iv) If any time, as stipulated in the contract, but not exceeding twelve months after delivery, the Council shall be dissatisfied with the goods or with any part thereof on account of materials being faulty or of inferior quality or workmanship or of bad design or on account of the goods not being in strict accordance with the contract, the contractor shall immediately remedy the said defect free of cost to the Council. Should the contractor delay remedial work in excess of the time stipulated by the Council's representative, the Council may have such remedial work executed at the contractor's expense. Should the Council decide that the defect is such that it cannot be remedied the goods may be rejected? Such rejected goods shall be held at the risk and expense of the contractor and shall on request of the Council be removed by him immediately on receipt of notification of rejection. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.
- (v) The risk in all goods purchased by the Council under the contract shall remain with the contractor until such goods have been delivered to the Council.
- (vi) The principal feature of the goods and work are described in the specification but the specification does not purport to indicate every detail of construction or arrangement of goods and work necessary to meet the requirements. Omissions from the specification or reference to any part or parts shall not relieve the contractor of his responsibility for carrying out the work as required under the contract.
- (vii) If any dispute shall arise between the Council and the contractor in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to the arbitration in South Africa of a person to be mutually agreed upon. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

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7. ALTERNATIVES

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

8. VARIATIONS

In the event of bids being offered for goods differing or varying from the requirements of the specification all such variations shall be clearly indicated and described in the bid

9. DEFAULT

Should it appear to the Council that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then and in any of such events the Council may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the Council shall without prejudice to any of its right under the contract be at liberty forthwith to perform such work as the contractor may have neglected to do, or to take the contract wholly or in part out of the contractor's hands and order from any other person. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.

10. PATENTS

The contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected right, and hereby indemnifies the Council against any claims arising there from.

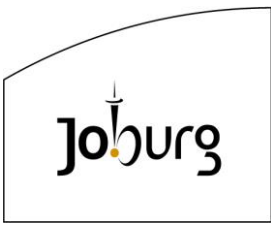
11. PACKING, MARKING AND CONSIGNMENTS OF GOODS

All goods shall be crated, packed or battened securely in such manner as to prevent damage during loading, transport and offloading. Unless otherwise specified, packing cases and packing materials are included in the contract price, and shall be and remain the property of the Council. All goods shall be clearly marked in the manner stated in the specification. Delivery shall be made and invoices free of charges.

12. PAYMENT

Goods, if delivered by Spoorntet or any other goods conveyor, may be consigned carriage paid in the Contractor's name, care of the Greater Johannesburg Metropolitan Council to the place of delivery stipulated, but not in the name of the Council. Goods consigned to stores located in areas which Spoorntet or conveyor may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

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Contractors shall arrange with Spoornet and/or the conveyor to deliver goods to the Council's stores during the hours and on the days that the stores are open.
The Council will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet and/or conveyor.

Payment by the Council to the Contractor shall be made in accordance with the conditions of payment prescribed in the specification. Where no conditions of payment are prescribed in the specification, payment for goods and/or services received and accepted by the Council up to and including the 25th day of each month shall be made during the succeeding month; provided however that all terms of the contract are duly observed and that the relevant invoices are received at the store or department shown on the official Council order number the heading "Charge to Account" not later than the third last working day of the month.

The foregoing will apply to all months except June when all goods delivered and accepted up to and including 30 June must be invoiced.

All invoices submitted by the Contractor must be Tax Invoices and show the value of the supply, the amount of tax charged and the consideration for the supply.

Notwithstanding the above, payment of invoices on this contract will be made as follows;
Payment will be effected within 30 days of date of monthly statement on conditions that.

- (a) Invoices and delivery notes reflected on the statement are received before the 25th calendar day of the relevant month.
- (b) The Council's official order number is reflected on the invoices and delivery notes.
- (c) The goods and/or services received were acceptable to the Council.
- (d) The price reflected on the invoice corresponds with the tendered price.
- (e) Invoices for payment correspond with Bidders name contained in the bid document.

13. PARTICULARS TO BE SUPPLIED

- (i) No bid shall be considered unless it is accompanied by sufficient information to show whether or not the goods offered comply with the Specification.
- (ii) Bidders must state the country of origin and the name of the manufacturer of the goods offered. Documentary proof must be produced, if required.

14. FIRM BIDS

Bidders may submit firm prices, which prices shall be free from all fluctuations. All prices shall be quoted in South African currency and any discount or brokerage allowed to the Council must be stated in the form of bid.

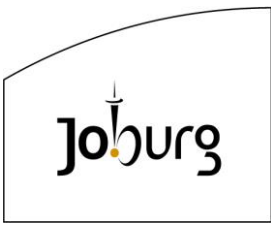
15. CONTRACT PRICE ADJUSTMENT

(Note - This clause does not apply to bids where firm prices are quoted).

No claim for bid price adjustment will be considered unless it is firmly linked to a formula that was clearly stated at the time of bid and accepted by Council.

- (i) For the purpose of this clause - "Manufacturer" shall mean manufacturer of the goods or his legal representative, heirs, successors and assigns.

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"Cost to Bidder" shall, where the bidder is not the manufacturer of the goods tendered have the following meanings:-

(a) Where the Bidder has based his Bid on a Printed Catalogue or List Price.
"Cost to Bidder" shall mean the manufacturer's catalogue or list price ruling at the date of bid less any discounts to which the bidder is entitled other than any special discount which may be conceded by the manufacturer to the bidder for cash payment.

(b) Where the Bidder has based his Bid on a Quotation by the Manufacturer.
"Cost to Bidder" shall mean the price quoted by the manufacturer to the bidder less any discounts to which the bidder is entitled other than any special discount which may be conceded by the manufacturer to the bidder for cash payment.
"Rates and Charges" shall mean and include the published official and statutory rate for ocean freight, marine insurance, marine war risk insurance, wharfage, dock dues, landing and delivery charges customs and import duty and railage rates.

(ii) The bid price(s) stated on the form of bid shall be based on cost to bidder, rates and charges and import duties ruling at the date of compilation of the bid, which date shall be as near as possible to the date of bid.

(iii) For the purpose of ascertaining variations, if any, in the contract price in accordance with this clause, rates and charges upon which the bid is based shall be stated in the form of bid in the appropriate spaces provided for these items. The ruling date(s) of such contract price, rates and charges shall also be stated.

Note: The actual official rates and charges (not the amounts allowed for these items in the bid price) shall be stated in the form of bid.

(iv) If the rates and charges mentioned in (iii) above are not stated in the form of bid, the bid shall be treated as firm and no variation in bid price shall be allowed.

(v) For goods which are to be imported from outside the Republic of South Africa, the bidder shall state on the form of bid the rate of exchange on which his bid is based, which rate shall be at the rate of exchange ruling at the date of the bid.

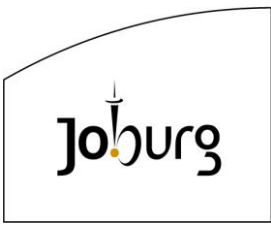
(vi) The contract price shall be increased or reduced by the amount of variation between the cost to bidder upon which the bid was based and the actual cost to the bidder, such variations to be calculated in the following manner:-

(a) Bid Based on a Printed Catalogue or List Price

(See definition paragraph (i) (a) of this clause)

The variation shall be the difference between the list price on which the bid is based and the list price actually charged by the manufacturer provided that, should it be proved that the cost to bidder has not been based on the latest available catalogue or list price at the date of bid, the Council shall have the right to elect the list price upon which any variation shall be based. The date and number of the catalogue, list price, letter or other documents used must be stated for identification purposes in the form of bid.

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(b) Bid Based on a Quotation by the Manufacturer

(See definition paragraph (i) (b) of this clause)

- (i) Where it is stated in the form of bid that the offer is based upon prices ruling on a certain date and the items are such that the S.E.I.F.S.A. price adjustment formula may be applied, such formula, as amended from time to time shall be used to ascertain the amount of variation. Any application for an adjustment of the contract price shall be accompanied by calculations showing how the adjustment has been derived.
- (ii) Where the items are such that the S.E.I.F.S.A. price adjustment formula cannot be applied, the variation in price shall be calculated by means of a formula acceptable to the Council's representative. Applications for an adjustment of the contract price shall not be considered unless accompanied by a certificate by the manufacturer giving reasons for the details of the price increase claimed. Pro forma invoices will not be accepted as proof of increased cost.

Only those increases in price which are due to alterations in wage rates and statutory cost of living allowances prescribed by regulating measurers having the force of law, or to increases in the cost of materials and railage as may be proved by documentary evidence or published index figures shall be considered in determining the reasonableness of price increases.

- (iii) As bidder's are not required to state at the time of tendering the cost to bidder upon which the bid is based, sufficient information must be given in the form of bid to facilitate identification of the manufacturer's cable or letter which served as the basis of the bid. The successful bidder may be called upon to produce the relevant documents at any time after the acceptance of his bid.

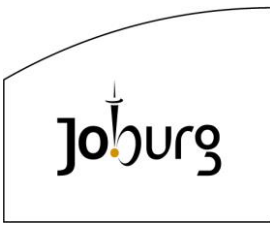
(c) Where the Bidder is the Manufacturer

Where it is stated in the form of bid that the offer is based upon costs of materials and wage rates ruling on a certain date, the variation, in price shall be calculated by means of the S.E.I.F.S.A. formula or where the S.E.I.F.S.A. formula cannot be applied by means of a formula acceptable to the Council's representative. Only those variations in wage rates prescribed by wage regulating measurers having the force of law, or increases in the cost of materials as may be proved by documentary evidence or published index figures, shall be considered in determining price variations.

- (vii) No claim for increased costs shall be entertained if the contractor is unable to produce the documents showing the prices upon which the bid has been based.
- (viii) Any difference between the rates specified in the form of bid in respect of rates and charges and the rates actually paid shall be for the account of the Council. The contract price adjustment in respect of these items shall in each case be the amount of the increase or reduction in the actual rate multiplied by the appropriate value or tonnage of the consignment of goods as shipped. Relevant official shipping documents and invoices shall be accepted as proof of values and tonnage.

Bidders must state whether the exchange rate is adjustable to that ruling at date of shipment of goods or date of payment by the Council. Where bidder fails to state

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date on which exchange rate is adjustable the adjustments shall be based on the exchange rate ruling at date of shipment of goods.

- (ix) Where an increase or reduction in cost to bidder has been allowed, the contract price shall be adjusted by the product of rate and variation in cost to bidder in respect of every rate or charge which has been based on the value of the goods whether or not such rate or charge has varied since date of bid.
- (x) Variations in any factors affecting the contract price other than those referred to above shall be for the contractor's account.
- (xi) The contractor shall submit documentary evidence of cost to bidder, rates and charges acceptable to the Council's representative applying to each and every consignment or shipment of goods delivered in terms of the contract.
- (xii) Claims for increased costs shall be submitted with the invoice for the goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered after the date of final payment under the contract unless notice of intention to claim has been given to the Council's representative before such date.

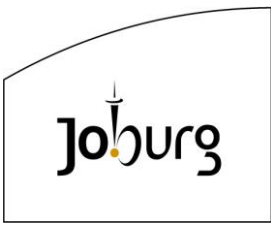
In the event of there being no claim by the contractor for increased costs, the contractor shall not be entitled to full payment under the contract or the return of the guarantee bond before he has submitted to the Council, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Council to a reduction in the contract price as provided for in this clause.

- (xiii) For the purpose of ascertaining contract price adjustments the Bidder shall, in addition to the bid price, state on the form of bid the following:-
 - (a) The rate of exchange on which the bid is based.
 - (b) Ocean freight rate.
 - (c) Marine insurance rate.
 - (d) Marine war risk insurance rate.
 - (e) Wharfage, dock dues, landing and delivery charges.
 - (f) Customs and import duty.
 - (g) Railage rates.

Documents in support of the rates and charges on which the bid is based shall be produced if required. No subsequent claim by the contractor for adjustment shall be entertained on account of variation in the cost of any of the foregoing items in respect of which the details called for are not properly completed.

- (xiv) The Council shall not be responsible for increased costs to the contractor due to negligence on the part of the contractor or manufacture.

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16. SECURITY/ SURETY BOND OR APPROVED GUARANTEE

Where an approved guarantee or surety bond is required for due performance of the contract, the following shall apply:

The Contractor shall, where required in terms of the Conditions of Bid, deposit with the Council within twenty one days of the date of the notification of the acceptance of the bid, an approved guarantee bond for a sum equal to the amount stated therein, including Value Added Tax, for due performance of the Contract, and such bond shall remain in force until the contract has been completed to the satisfaction of the Council's representative.

Failure to submit the Surety Bond/ approved guarantee will be regarded as a breach of Contract entitling the Council to cancel the contract and claim damages from the Contractor.

Notwithstanding the forgoing, the Council may withhold payment of any amounts due to the Contractor should he fail to furnish the guarantee bond when required to do so.

Unless otherwise agreed to in writing, the Surety Bond/approved guarantee shall be in the form of the official Council's Surety Bond, shall be unlimited as to time and the name of the Contractor appearing on the Bond shall correspond with the name on the bid document.

To assist Small, Medium, Micro and emerging contractors, the following percentage of bid amount as surety or performance guarantee will be used if required

- (a) As and When Contracts (low risk) 0%
- (b) As and When Contracts (high risk) 10%
- (c) Job Specific Contracts:

Contract value up to R2 million:	0%
Contract value from R2million to R3million:	2.5%
Contract value from R3million to R5million:	5%
Contract value in excess of R5million:	10%

Any deviation from these figures shall be at the express consent of the Council. Accounting Official or his/her delegated nominee.

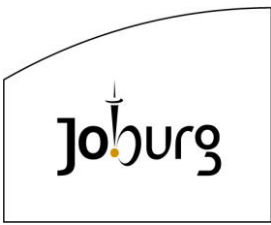
Smaller value Surety Bonds or Performance Guarantees stated as exact amounts rather than percentages may be permitted in certain instances.

All Surety bond/Performance Guarantees shall be lodged with SCMU prior to commencement of work or delivery.

17. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for the sequestration of the contractor's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the contractor making application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of his creditors, or purport to do so, or if the contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to determine the contract without payment of any compensation to the contractor, and without prejudice to the right of the Council to sue the contractor for any damages sustained by it in consequence of one or other of the aforementioned events.

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18. PERIOD FOR WHICH BID HOLDS GOOD

The fact of the submission to the Council of a bid shall be deemed to constitute an agreement between the bidder and the Council whereby such bid shall remain open for acceptance by the Council for a period of four months from the date on which the bids are, in terms of the advertisement calling for bids, returnable, during which period the bidder agrees not to withdraw the same or impair or derogate from its effect.

19. GENERAL

- (i) The quantities of all goods offered or delivered are to be the net mass and/or Metric measure.
- (ii) All prices shall be quoted in South Africa currency. Any discount or brokerage allowed to the Council must be stated in the form of bid.
- (iii) The lowest or any bid will not necessarily be accepted and the right is reserved to accept the whole or part of any bid.
- (iv) Should there be any difference or discrepancy between the prices or particulars contained in the official form of bid and those contained in a covering letter from the bidder, the prices or particulars contained in the official form of bid shall in all circumstances prevail.
- (v) The bid, in a sealed envelope must be submitted on the form of bid and endorsed as indicated on the said form of bid and in the advertisement calling for bids.
- (vi) A separate bid box is provided for the reception of bids and no bid will be considered which, subsequent to the closing hour for bid, may be found in another box.
- (vii) No bid sent through the post shall be considered unless the bid documents are received by the Council's representative by the date of bid. Proof of posting of bid shall not be accepted as proof of delivery

20. DELIVERY

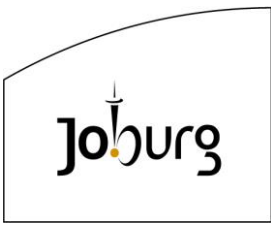
"Date of Delivery" shall mean the contract period which shall extend from the time of placing an official written order on the successful bidder up to and including the contract expiry date as depicted elsewhere herein.

- (i) Bidders shall state in their bids and on the form of bid the minimum time required to fulfil the contract. Delivery shall be made in accordance with the requirements set out in the special conditions of contract or the specification.
- (ii) All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form of order issued by the Council. Delivery shall be made free of all charges.

21. MARKING OF GOODS

All goods shall be clearly marked in the manner stated in the specification.

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22. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

23. OFFERING OF COMMISSION OR GRATUITY

If a bidder or contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any Councillor or person in the employ of the Council, any commission, gratuity, gift or other consideration, the Council shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the bid or cancel the contract without paying any compensation to the aforesaid bidder or contractor.

24. CONTRACTOR TO OBTAIN HIS OWN INFORMATION

The Contractor shall satisfy himself as to the facilities for obtaining special articles specified in the contract documents and as to the nature of the existing roads or other means of communication, the correct dimensions of communication, the correct dimensions of the works and the character of the physical work required, and generally shall obtain his own information on all matters affecting the execution of the works, and shall be held responsible for any misunderstanding or incorrect information however obtained.

25. PERSONAL SUPERVISION

The Contractor shall personally superintend the execution of the works so far as may be necessary and shall keep constantly and entirely on the works a competent General Foreman during the progress of the contract. Any directions or explanation given by the Council to such General Foreman shall be deemed to have been given to the Contractor.

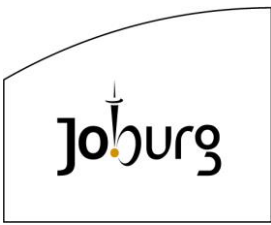
26. INCOMPETENT WORKMEN

The Contractor shall on direction of the Council dismiss from the works any person employed by him who may in the opinion of the Council be incompetent or misconduct himself, and such person shall not again be employed on the works without the written consent of the Council.

27. CONTRACTOR'S RESPONSIBILITY FOR LOSS OR DAMAGE

That until final completion of the works the Contractor shall be responsible to the Council for any loss or damage by reason of neglect, theft, the weather or otherwise to any materials, temporary buildings, staging, fixed machinery and plant intended for the works and placed by the Contractor or by his order on the site or adjacent thereto, all whereof shall vest in the Council and shall not be taken away or used by the Contractor.

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28. SUB CONTRACTOR

All specialists, merchants, tradesmen or others executing any work or supplying any goods for which prime cost prices or provisional sums are included in the specification or schedule of quantities who may at any time be nominated, selected or approved by the Council, are hereby declared to be sub-contractors employed by the Contractor, but no sub-contractor shall be employed on the works against whom the Contractor shall make what the Council considers reasonable objection, or who will not enter into a contract with the Contractor upon terms and conditions consistent with those in this contract and securing the due performance and maintenance of the work supplied or executed by such sub-contractor, and indemnifying the Contractor against the claims arising out of the misuse by the sub-contractor or his workmen of any scaffold erected or plant employed by the Contractor or that may be made against the Contractor in consequence of any act, omission or default of the sub-contractor, his servants or agents and against any liability under the Workmen's Compensation Act, 1941, or any amendment thereof. The Contractor must insure all works or goods executed or supplied by the sub-contractors.

29. COMPLIANCE WITH BY-LAWS; STANDARDS AND CODES

The Contractor shall comply with the Council's By-laws and any other laws or regulations governing the execution of the works and shall give all notices and pay all fees required by the provisions of such by-laws and regulations to the Council and other authorities specified therein.

Where reference is made to any Code of Practice or Standard Specification, amendments up to and including the date of issue of this bid will be applicable.

All work carried out shall comply with, but shall not be limited to the following;

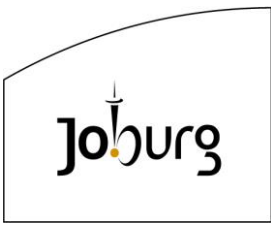
- (i) Occupational Health and Safety Act (Act 85 of 1993).
- (ii) Value Added Tax Act (Act 89 of 1991)
- (iii) Competition Act (Act 89 of 1998)

30. STANDARD WAGES

(a) The Contractor undertakes in the case of its employees engaged upon work under this contract for the Council, to pay wages at not less than the current local standard rates, to observe the hours and other conditions of labour recognised as proper in the district and to employ only skilled tradesmen with bona fide apprentices in the performance of skilled tradesman's work.

(b) For the purpose of this clause "Current local standard rates" of wages shall be such rates as are, for the time being, recognised and agreed upon as standard rates by a local body recognised as representing workmen in the particular trade concerned on the one hand, and any local association representing employers in such trade on the other, and "the hours and other conditions of labour recognised as proper in the district "shall be hours and conditions of labour as are similarly recognised and agreed upon, provided that where in any trade there are no rates of wages, hours and conditions of labour so recognised and agreed upon, reference shall be made to the practice with regard to such trade obtaining in the district.

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- (c) The Contractor shall for the purpose of satisfying the Council as to the fulfilment of his obligations under this clause, at all times afford to the Council and its authorised agents, reasonable facilities for inspecting, copying and making extracts from all relevant books and pay-sheets of the Contractor.
- (c) The Contractor is warned that in the event of a breach of the provisions of this clause, the Council may consider such breach as sufficient ground for refusing to accept any bid for other works thereafter submitted by the Contractor.

31. INSURANCE EFFECTED BY THE CONTRACTOR

The Contractor and sub-contractor shall where applicable provide as a minimum the following;

- (a) Comprehensive insurance of construction plant and equipment (including tools, machinery etc.) and other things (except those intended for incorporation in the works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- (c) Motor vehicle liability insurance comprising (as a minimum) "Balance of Third Party including Passenger Liability"

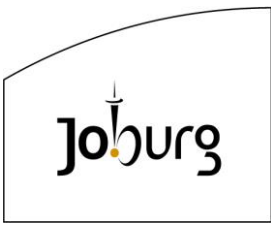
NOTE: - The Contractor shall on request provide to the Council's Insurance Brokers any such details as they may require in respect of the insurance cover, which he has affected.

32. PRICE

- 32.1 Bids must be submitted with prices on the Form of Bid.
- 32.2 Bids will be adjudicated on the sum carried forward to the Form of Bid.
- 32.3 Any errors in rates or amount entered by the Bidder or in summation or addition of the amounts involved will not be grounds for alteration of the tendered price.
- 32.4 Subject to the approval of the Council, tendered rates must be adjusted to compensate for any such errors.
- 32.5 All prices must include Value Added Tax. The rate of Value Added Tax used must be stated on the bid.
- 32.6 All invoices submitted by the Bidder must be Tax Invoices and show the value of the supply, the amount of tax charged and the consideration for the supply.
- 32.7 Any form of levy or charge such as customs duty, excise duty and import surcharge must be included in the bid(s).
- 32.8 Notwithstanding the provisions of Clause 1.3, any anti-dumping and/or Counter-vailing duties imposed by the Department of Trade and Industry will be for the account of the Bidder and must not be included in the bid price(s).

Failure to comply with this requirement may render the bid liable to rejection. Should it subsequently be proved to the Council's satisfaction that such duty was nonetheless included in a successful Bidder's price(s) the Council reserves the right to recover the amount from the Bidder directly, or by way of deductions from any monies due to him, or any other method selected by the Council?

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- 32.9 All price(s) must be nett with all discounts and settlement discount already deducted.
- 32.10 Price(s) must include cost of supply, delivery, off-loading and installation (if applicable).
- 32.11 Price(s) must include cost of all insurances, services, labour materials etc. (if applicable).

33. ACCEPTANCE OF BID

The Council does not bind itself to accept the lowest or any bid, nor to assign any reason for the non-acceptance of the awarding of a bid. Bidders must satisfy the Council of their ability to execute the work by providing the necessary information requested in the bid document. A valid and binding bid will be concluded at the time that the Council posts a letter of acceptance of this bid to the Bidders by registered post, to the postal address stated on the bid.

34. EQUIPMENT AND MATERIAL SUPPLIED BY THE COUNCIL

In the event that equipment and/or material supplied by the Council should prove defective, the Council shall be responsible only for the issue to the Contractor of a replacement for the defective item. Costs of removal, transport, replacement and reinstatement shall be for the Contractor's account.

35. TRANSPORT OF EQUIPMENT AND MATERIAL SUPPLIED BY THE COUNCIL

The Contractor shall collect such equipment and/or materials from the nominated Council store or designated area, transport to site and store until required, and must be responsible for the material and/or equipment and include for all associated costs.

36. SPLITTING OF THE CONTRACT

The Council reserves the right to split the contract between two or more contractors or to do any portion of the work departmentally. Should the Council be of the opinion that the acceptance in part or as a whole of the materials or goods or commodity component of the contract, may not be beneficial to the Council, the Council, may after consultation with the successful bidder/s, make such materials/goods/commodities available to the contractor as free issue material, which shall be utilise by the Contractor during execution of the contract, for which the Contractor shall be entitled to a handling charge not exceeding 5% of the combined value of the free issue material utilised during contract execution

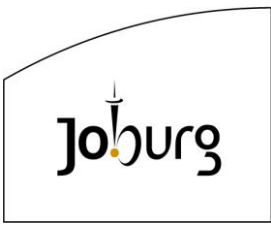
37. DRAWINGS, SCHEDULES, MAPS ETC.

All drawings, tracings, photocopies etc. shall be considered the sole property of the Council and shall be returned on completion of the work.

38. SUSPENSION OF WORKS BY COUNCIL

The Council may by notice to the Contractor delay or postpone the contract works or any section thereof.

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In the event of such delay or postponement, the date for completion of the contract works shall be postponed to such later date as the Council shall certify, in writing, in each case to be reasonable

39. DETAILS TO BE CONFIDENTIAL

The Contractor and Sub-Contractor and any servants or agents of the Contractor shall treat the details of this contract as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper, newspaper, publication or elsewhere in any form whatsoever without the prior consent in writing of the Council. If any dispute arises as to the necessity of any publication or disclosures for the purposes of this contract, the same shall be referred to the decision of the Council whose award shall be final.

40. NOTICES TO CONTRACTOR

All instructions, directions and notices to be given to the contractor may be served upon the Contractor by serving the same upon the Contractor's representative or by posting or cabling the same to the Contractor's address given in this contract or to the last known address of the Contractor or the said representative, and such service or posting will be deemed good service of such notices, instructions or directions and the time mentioned in this contract for doing any act after notice shall be reckoned from the time of such service or in the case of posting or cabling whom the letters or cables containing the same would be delivered in the ordinary course of transmission.

41. MARGINAL NOTES

Any marginal notes to clauses of this contract shall not be deemed part or affect the construction thereof.

42. PROGRESS REPORTS

The Contractor shall submit to the Council at a frequency determined by the Council and reflected elsewhere in this document, or at such a rate determined by the Council, a report indicating progress of, and giving full details of the work in progress and/or work carried out on the contract. All reports shall be of a nature and format determined by the Council.

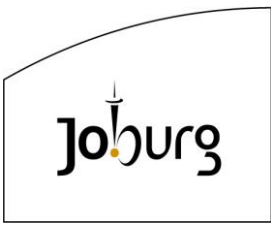
43. COUNCILS AGENT

The Council may at its discretion, at any time during the tendering process or contract execution, appoint any Consultant or Agent to act on its behalf. Instructions issued by any such Consultant or agent shall be regarded by the Contractor as an instruction of the Council.

44. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK

Evaluation of Bids on Functionality, Price and Economic Empowerment Status.
Unless otherwise stated elsewhere herein, the Bid shall be adjudicated on the criteria based on price, the bidder's submission in meeting the Council's specification and economic empowerment status of the Bidder.

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- 44.1 Only a bidder who has completed and signed the declaration part of the bid documentation will be considered for preference points.
- 44.2 In the event that different prices are tendered for different periods of a contract, the price for each period will be regarded as a firm price, provided it conforms to the definition of a “firm price”, as defined in the Schedule, Part One (Definitions and Applications) of the Preferential Procurement Policy Framework Act (Act 5) 2000.
- 44.3 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to a Historically Disadvantaged Individual, may not sub-contract more than 25% of the value of the contract to a person who is not and Historically Disadvantaged Individual or who does not qualify for such preference.
- 44.4 Examination of Bids and Determination of Responsiveness.
 - (a) Prior to the detailed evaluation of Bids, the Council shall determine whether each Bid: - (i) meets the requirements of the General and Special Conditions of Bid; (ii) Has been completed in full and property signed in the original; (iii) Is responsive to the requirements of the Bid Documents; (iv) Provides any or all clarification and/or substantiation that the Council may require. (v) Complies with the bid submission requirements in all other respects.
 - (b) A responsive bid is one, which conforms to all the terms conditions and specifications of the contract, without material deviation or qualification. A material deviation or qualification is one which, in the Council’s opinion; (i) Could detrimentally affect the scope, quality, or performance of the work; (ii) Change the Council’s or the Bidder’s risks and responsibilities under the contract; or (iii) Would affect the competitive position of other Bidders presenting responsive bids, if it were to be rectified. (iv) If the Bid does not meet the requirements or is not responsive, it may be rejected by the Council, and may not subsequently be made acceptable to the Council by correction or withdrawal of the non-conforming deviation or reservation.

45. TAXATION AND CONSIDERATION OF INVOICES

Information to be provided by the Bidder/Bidder/Joint Venture/Consortia/Contractor in Respect of Value Added Tax and Applicable Legislation

Bidders/Bidders/Contractors who are eligible for payment of, or to receive Value Added Tax (VAT) on payments received, as contemplated in the Value Added Tax Act of (89) of 1991, as amended, must submit with their bid submission, a certified copy of the vendor’s VAT 103 form, obtained from the South African Revenue Services (SARS) at the time the entity was registered.

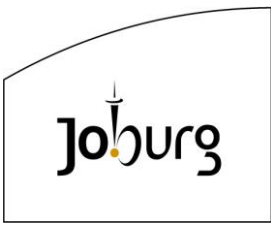
Where the bidder is a Joint Venture/Consortia, a certified copy of the VAT 103 form from each of the entities making up the Joint Venture or Consortia must be submitted.

Where the bidder/bidder/Joint Venture/Consortia is not eligible for the receipt of, or for the payment of Value Added Tax (VAT) in terms of the aforementioned Legislation, the bidder/bidder/entity shall indicate this clearly in his submission, and shall, when submitting invoices for consideration, **NOT** claim VAT from the Council.

In this instance, invoices must clearly state “Non VAT Vendor”.

45.1 Value Added Tax Obligations in respect of Consortia or Joint Venture Agreements

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Where the bidder/bidder/entity is in the form of a Joint Venture or Consortium, the duty rests with each member of the Joint Venture or Consortium, jointly and severally, to ensure that their obligations in respect of their Value Added Tax Act (89) of 1991, as amended, are met. In order to facilitate this, it is recommended that the Joint Venture or Consortium register itself for Value Added Tax (VAT) purposes, failing which, the Joint Venture or Consortium should provide the City of Johannesburg Metropolitan Municipality with details on which of its members will take responsibility for the payment of VAT to SARS, and for compliance with the provisions of Clause 2.27.1 above.

45.2 Registration, Deregistration or Cancellation of Registration of the Bidder/Bidder/Contractor/Entity/Joint Venture/Consortium in Respect of Value Added Tax Obligations

If, during execution of the contract, the vendor's VAT status alters in terms of the Value Added Tax Act (89) of 1991 as amended, the vendor shall, immediately on being affected by such change, notify the Council in writing of the change, and shall provide the Council with the necessary documentary proof of the change, such proof being sufficient in meeting the requirements of the Value Added Tax Act.

Failure by the bid/bidder/entity in notifying the Council of a change in VAT status, or failure to provide the Council with adequate proof of any change in VAT status, will be deemed by the Council to be a breach of contract, permitting the Council to take any steps it may deem necessary to protect its rights and interests, and to withhold any monies owed until such time as the requirements are adequately met.

The Council will report any improprieties VAT actions to SARS, and reserves its right to take any actions it deems necessary against bidders where it believes the VAT dealings by the bidder/entity/contractor to be improper.

The Bidders attention is drawn to part (IX) (Compliance) of the Value Added Tax Act of 89 of 1991 as amended.

45.3 Trading Name and Value Added Tax

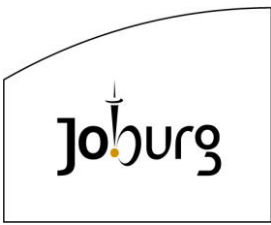
The Council will, where such Value Added Tax is payable by the Council due in terms of the contractual agreement, only effect payment of VAT to the vendor, in such instances where the vendors VAT registration details are consistent with those held on record by the South African Revenue Services.

45.4 Value Added Tax Legislation

By submission of his bid, the bidder confirms and acknowledges that his tax obligations in terms of the Value Added Tax Act (89) of 1991 as amended, have been complied with, and that should the Council accept his bid, the bidder/contractor undertakes to ensure that his subsequent and/or ongoing tax obligations in respect of the aforementioned Act will at all times be met during execution of the contract, and for any duration thereafter that may be applicable whilst the entity/contractor is deemed by the Council to be obligated to it in terms of this or any other contractual agreement

45. Terminology

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For purposes of this section, the following terminology shall apply.

- (i) Vendor: A person or company selling goods or offering services to the Council.
- (ii) Consortia: An association of two or more companies that have agreed to provide goods/services to the Council as a juristic body.
- (iii) Joint and Several: Undertaking by two or more companies or people, each having liability for the whole.
- (iv) Entity : The company, person or venture in whose name the bid is being submitted, or the legal name of the
- (v) Concern as recorded at the office of the Registrar of Companies.

46. TECHNICAL DATA, OMISSIONS AND VARIATIONS SHEETS

The attached Technical Data, Omissions and Variations Sheets must be completed by the Bidders. Failure to do so will render the bid liable to rejection on the grounds of being incomplete.

47. DISABILITY

Should the Bidders be classified as a disabled person and suffers from a disability, meaning that the person suffers from a permanent impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner or within the range, considered normal for a human being, he/she should state the nature of the disability in the bid document.

48. IMPROPER LOBBYING/INTERFERENCE

In terms of the proceedings of the GJMC Executive Committee meeting held on Tuesday, 16 November 1999, it was resolved that all bids should include the following clause:
“Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with the Council will face the following charges:
- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct.”

48.1 No relaxation, indulgence or waiver granted by the Council to the Bidder shall in any way operate as an estoppels against the Council in the exercise by it of its right hereunder.

49. CERTIFIED COPIES

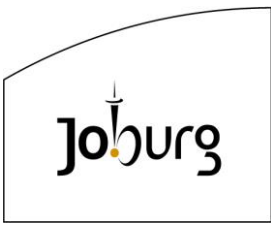
The Bidders shall, where required in terms of the bid (Bidders Information) submit with the bid, certified copies of all certificates specified. Failure to do so may render the bid liable to rejection on the grounds of being incomplete.

50. BID ADJUDICATION PROCESS

Bids will be adjudicated in accordance with the provisions set out in the Preferential Procurement Policy Framework Act: No 5 of 2000, and the preferential Procurement Regulations (No. R725) 2001 pertaining thereto, as applicable.

51. SUPPLIER REGISTRATION

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51.1 **SUPPLIER REGISTRATION FORM SHOULD BE COMPLETED IN FULL AND RETURNED BACK WITH ALL THE SUPPORTING DOCUMENTS FOR BLACK ECONOMIC EMPOWERMENT ACCREDITATION.**

51.2 **IF ALREADY REGISTERED WITH THE CITY PLEASE PROVIDE THE SUPPLIER NUMBER ON THE FRONT PAGE OF THE BID.**

52. **COUNCIL SERVICES**

BIDDERS MUST SUBMIT PROOF OF PAYMENT OF COUNCIL SERVICES.

53. **EMPLOYMENT EQUITY STATUS**

Bidders must include in their Bid submission full details of their company/venture with the Department of Labour regarding their compliance with the provisions contained in the Employment Equity Act (No. 55 of 1998).

Bids must include at least the following:

Not required to register in terms of the Act. (Details to be provided)

Exemption received from the Department of Labour.

Compliance with the Act. (Proof to be submitted)

Failure to provide this information may render the bid liable to rejection on the grounds of being incomplete.

54. **SERVICE LEVEL AGREEMENTS**

The Service Provider shall provide the Services at least in accordance with the expected service level standards of the applicable industry. The Parties may by agreement provide specific service level standards and conditions in a service level agreement to be provided that such specified level standards and conditions shall not be lower than the expected service level standards of the applicable industry.

55. **PENALTIES**

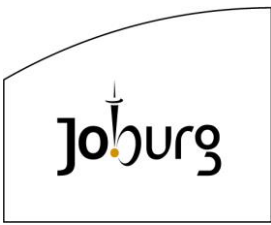
If the Service Provider becomes aware at any time that it shall not, or is unlikely, to be able to comply, in any material respects, with the time for completion of a the Services or any other date which has a negative impact on COJ of a material nature, it shall notify COJ in writing, giving an explanation for the delay and if the Time for Completion of the entire Services is likely to be affected a detailed description of the manner in which it intends to achieve the Time for Completion of the Services.

To the extent that the delay is the result of factors within Service Provider’s reasonable control, if the Service Provider is unable to make up the delay within a reasonable time (which shall mean that the Service is delivered on agreed time), the Service Provider shall become liable for the penalties stated below.

The penalty shall be 10% (one percent) of the total contract value.

These penalties shall be the only damages due from the Service Provider for such default.

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The Parties agree that the aforesaid penalty is reasonable and is a genuine estimate of the damages which COJ is likely to suffer in the event of delay.

If COJ is entitled to and wishes to claim the penalties described in this clause, then it shall give the Service Provider a written notice indicating the amount of the penalties payable and the reasons why it considers penalties are payable. The Service Provider shall pay the penalties to the COJ with 30 (thirty) days of the date of receipt of the COJ's notice which notice shall be accompanied by a valid VAT invoice.

56. ANTI-COMPETITION CONDUCT

(i) Improper lobbying

Any prospective bidder or actual Service Provider who is found to have lobbied an official or Councillor in respect of the bid application including any other business with Council, will face the following actions: Immediate disqualification from further participation in the bid Cancellation of the Contract and a claim for damages Blacklisting against any bid in future Being reported the National Treasury for purposes of being listed in the National Treasury's database of persons prohibited from doing business with the public sector.

(ii) Competition and Independent submission

The bidder and/or actual Service Provider and its respective advisors, officers, employees and agents is prohibited from engaging in any collusive action, which serves to limit competition amongst bidders and/or Service Providers. In submitting an offer the bidder and/or Service Provider undertakes that:

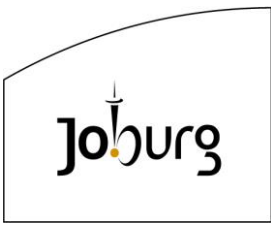
- its submission has been independently, without consultation, communication, or agreement for restricting competition, with ant other Bidder (or member thereof) or to any other competitor;
- unless otherwise required by law, the relevant submission has not been knowingly disclosed by it and it will not knowingly be disclosed by it prior opening, directly or indirectly to any other bidder (or member thereof) or to any other competitor;
- no attempt has been made or will be made by it to induce any other person or firm to/not to submit a response for the purpose of restricting competition;

In general, attention of the bidder is drawn to section 4(1) (b) (iii) of the Competition Act which prohibits "collusive tendering", and to Chapter 3 of the Competition Act. Any and all costs envisaged and attendant on any pre-merger notification and other fees and/or levies in terms of the Competition Act will be borne by the successful bidder.

If the bidder has reason to believe that competition issues may arise from any offers, they may, at their cost, make enquiries, and they are encouraged to discuss their position with the South African competition authorities before submitting the offer. Any correspondence or process of any kind between the bidder and the competition authorities must be documented in the offers. The COJ may, at its election consult the competition authorities during the bidding process.

The COJ will not be liable for any damages(whether direct, indirect, general, special or consequential) or any losses, costs, expenses or penalties suffered by a bidder or any member(s) thereof before, during or after submission of an offer, arising from the enforcement of the Competition Act. The selection of the bidder by the COJ in no way excludes or insulates a Bidder from the operation of the Competition Act or implies that the competition authorities have no

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interest in or have consented to the terms of the offer. Normal competition legislation and procedures will apply to the provision of the Services.

57. DEFAULT AND CANCELLATION

Either Party may forthwith terminate this Agreement by notice in writing to the other Party on the occurrence of any of the following events:

If the other Party commits a material breach of any provisions contained in this Agreement and, after receipt of a written notice specifying the breach or default and the required remedial measures, fails to remedy the breach within the specified period of time set forth in the said notice, which period of time shall be reasonable taking into account all relevant circumstances and never shorter than thirty (7) days. The Parties acknowledge that the following is a non-exhaustive list of material breaches for the purposes of this clause

Commit a second or subsequent breach of this Agreement after having remedied an early similar breach during the preceding twelve (12) months; or

- take steps to place itself, or is placed, in liquidation either voluntarily or compulsory, or under judicial management whether provisionally or finally or attempts to effect a compromise with its creditors or engages in a business rescue exercise; or
- takes steps to deregister itself or is deregistered as a company; or
- commit an act which could be an act of insolvency (as defined in the Insolvency Act 24 of 1936), if committed by a natural person; or
- fail to satisfy any judgment against it within ten (10) days after its becomes aware of the judgment, except that if it provides evidence on an ongoing basis to the reasonable satisfaction of the other party that legal proceedings have been launched to appeal, review or rescind the judgment and to procure suspension of execution and that such proceedings are being expeditiously pursued (the Period of ten (10) days shall run from the date that judgment becomes final or the attempt to procure the suspension of execution fails).

A Party shall not be entitled to terminate this Agreement if the consequences of the relevant termination ground have been remedied at the time of the notification.

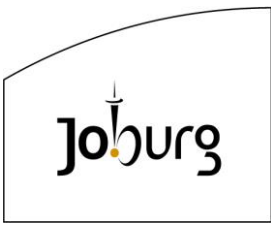
58. RESOLUTION OF DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

1) Persons or service providers aggrieved by decisions or actions taken in the implementation of this policy or in the awarding of business, may within 10 working days of the decision or action lodge a written complain, objection or query with the City manager detailing the following:

- (a) The BID/bid or the quotation reference number;
- (b) The part of the City policy , Regulations or Act that has been violated;
- (c) The details of violation;
- (d) The department or region or utilities involved;

(e) Relief sought:

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE EVENT MANAGEMENT SERVICES FOR THE CITY OF JOHANNESBURG, IF AND WHEN REQUIRED, FOR A PERIOD OF (3) THREE YEARS.

Provided that no person aggrieved by any such decisions or actions shall be entitled to lodge such complaint, objection or query after expiry of the period of 10 days, unless the City Manager has on good cause shown, condoned the late lodging thereof.

59. INSURANCE

During the term of this Agreement, the Service Provider shall procure at least the following insurances as applicable, adequate to cover all of its potential liabilities:

- Service Provider’s risks cover in respect of the provision of the Services;
- Public liability cover;
- Professional indemnity cover;
- Employee liability cover;
- Business all risks cover.

The insurance shall be procured from a reputable insurer and maintained for as long as the particular risk insured against exists or is reasonably anticipated to exist during the term of this Agreement.

The Service Provider shall provide copies of the policies and proof of payment of premiums to COJ at any time on written request.

60. BIDDING INFORMATION REQUIRED

The information called for in these documents, must be supplied by all bidders IN FULL. Failure to do so may render a bid liable to rejection on the grounds of being incomplete.

61. SMME SUB CONTRACTING

Bidders may be expected to sub-contract for works or services in relation to this bid. Such sub-contracting must be in line with the City’s SSME Policy. Preference for the appointment of an appropriate service provider for this requirement may as a result be given to companies that are compliant to the City’s supplier classification as detailed in the City’s SSME policy. This does not however preclude any potential bidder or service provider from submitting its bid response.

INITIAL