DURBAN 2010

EVENT MANAGEMENT TENDER

PROVISION OF EVENT MANAGEMENT SERVICES FOR A RANGE OF 2010 FIFA WORLD CUP EVENTS WITHIN ETHEKWINI MUNICIPALITY

Strategic Projects Unit
ethekwini Municipality
January 2010

CONTRACT No SP2010/EV/001
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1: TENDER OVERVIEW

1.1 INTRODUCTION

The Strategic Projects Unit of the eThekwini Municipality (referred to as the ‘City’) are looking to appoint an event management consortium or company (referred to in this document as the ‘Event Consortium’) to organize, manage and coordinate various events relating to the World Cup on behalf of the city. These events are the city’s official Fan Park, Beach Festival and Public Viewings. This tender document outlines the range of services that the Consortium will need to undertake and specifies what information needs to be submitted for tendering purposes.

1.2 OVERVIEW OF RESPONSIBILITIES OF THE EVENT CONSORTIUM

Broadly, the Event Consortium will undertake the following: (This list is by no means conclusive. Full lists of responsibilities of the Event Consortium are further described in each of the three event areas that are detailed in Part 2 of this document.)

1. Conceptualise the three events;
2. Undertake detailed planning for all three events, ensuring that they all comply with the City’s safety and security requirements;
3. Develop detailed designs and layouts for all three events;
4. Source and manage sponsorship for the events;
5. Manage and implement the communications, marketing and public relations for the three events in conjunction with the City;
6. Develop and implement branding plans for all three events;
7. Take out public liability insurance for the events;
8. Appoint and oversee food and beverage concessions;
9. Develop specifications for resources, infrastructure, services and other requirements and procure these requirements using procurement methods that are in line with City procedures. (These are outlined in detail on the eThekwini website http://www.durban.gov.za/durban/government/scm/strategy);
10. Manage the range of suppliers for each event;
11. Manage the entertainment at the events;
12. Manage the implementation and running of the events during the World Cup, including staffing, cleaning and security;
13. Ensure that after the World Cup all infrastructures are removed, and where relevant, properly and effectively disposed of;
14. On conclusion of the 2010 FIFA World Cup, the Event Consortium will be required to submit a comprehensive debrief document.
1.3 Approach

This section outlines the City’s broad approach to the events and emphasizes the attitude that the successful Event Consortium will need to demonstrate.

- Firstly, the hosting of the World Cup is seen as an excellent opportunity for the City to showcase itself to the World. This is a once-in-a-lifetime chance to demonstrate the beauty of our city, our excellence, our professional attitude and spirit. The organization and implementation of the three events should clearly demonstrate these.

- Durban’s decision to host the Fan Park on the beachfront is aimed at maximising the City’s strategic advantages: the warm winter weather, beach and the sea. The event plan, organisation and implementation must reinforce this.

- **Professionalism** – The events must be well organized, should run smoothly and demonstrate a World Class organisational ability. Durban is marketing itself as the Events Capital of Africa and the events should reflect this.

- **Developmental** – the approach taken in all of the City’s World Cup projects is that in addition to preparing for the World Cup, they must also lead to the development of our citizens and local businesses. The Event Consortium must maximise the use of local resources, minimise the use of nationally or internationally imported products and must leave a legacy behind.

- **Innovation** – The approach should be one that minimises costs whilst maximising benefit to the City, citizens and visitors.

1.4 Submissions

The submissions required for this tender do not require the Event Consortium to develop detailed planning or budgeting for the events, but rather to submit a methodology, approach, fee model and estimated costing for the events. Only once appointed, would the winning Consortium begin the process of doing detailed planning and costing for the events. It must be kept in mind that much of the preparatory and initial work for these events has already been conducted by the City. The status of this work can be seen in the information that has been prepared and presented in the Scope of Works Part 2.

The tender submissions should take the following format:

**Two printed copies of an A4 document which includes the Approach Paper as outlined below as well as the full range of attachments specified under Section 7.**

**The Approach Paper must include the following sections and attachments**

**Section One: Approach and Methodology**

This should cover:

1. The Event Consortiums understanding of the scope of work, highlighting issues of importance;
2. The proposed methodology to be adopted;
3. Outsourcing approach statement (including details of the range of proposed companies to be used). This section should also demonstrate the Event Consortium’s knowledge of local suppliers and should indicate which services the Event Consortium will undertake ‘in-house’ and which it will sub-contract. Please indicate what services will be sourced locally (eThekwini), provincially (i.e. within Kwa-Zulu Natal), nationally (South Africa) and internationally. This should be done in the format indicated in “Preferencing Schedule Point 5.6”;

4. Provide an approach and outline for a community participation plan;

5. The approach paper should articulate what value-add the tenderer will provide in achieving the stated objectives for the project and how the Event Consortium will value manage the project;

6. Outline the main risksforeseen for this project and propose how they can be managed and mitigated;

7. Outline the sustainability approach – measures that will be taken to minimise negative environmental impacts within each event.

8. Briefly outline the Events Consortium’s Health and Safety plan.

SECTION TWO: PROGRAMME AND TIMEFRAME

An outline of the key dates, deadlines and range of activities to be undertaken.

SECTION THREE: ORGANISATION AND STAFFING

Please provide the following:

1. An organogram showing how the Event Consortium will be structured;

2. An indication of the experience the Event Consortium (or company members thereof) has had in organising similar scale events. This should be done in the format of the table indicated in Part 7 Returnable Documents [TABLE 1: Tendering Entity’s Experience] and should be included in the body of the document;

3. The executive resumes of key individuals (Maximum of two pages. Each must outline the main areas and years of experience of the individuals and two contactable Referees);

4. Letters of commitment from key individuals confirming their ability to allocate the specified time to the project;

5. The Personnel Schedule Tables as indicated in Part 7 Returnable Documents. This should be included in the body of the document. This must indicate: Experience of key staff [TABLE 2: Experience of Key Personnel] and the Personnel Schedule [TABLE 3: Personnel Allocation per Operational Areas] which indicates where key staff will be based, their areas of responsibility and the amount of hours they will allocate to this project.

SECTION FOUR: BUDGET AND FINANCIAL MODEL

The following is to be provided:

1. Estimated Budget:- Although a precise costed budget for the events is not required at this stage, it is important that the Event Consortia are basing their fees on a realistic budget. Please provide an estimated budget for each of the events. Please also provide an indication of the value of work to be subcontracted to local enterprises (eThekwini and/or KZN based)

2. Overview of a Sponsorship Plan:- The Event Consortium should demonstrate their ability to raise sponsorship and indicate the approximate amount of sponsorship they intend to raise.
3. Renumeration Model: Outline of the fee model proposed by the Event Consortium: - This could range from a flat fee option to a percentage fee, or could include a monthly retainer and top-up’s. Using the estimated budget above, please provide an example of how fees would be charged. In addition, for evaluation purposes, please provide an indication of what the Event Consortium’s fee would be for a total event cost (without Fees) of R65 000 000.00 (including VAT).

4. Please provide a proposed schedule/ timeframe wherein the Event Consortium would wish to be paid.

1.4.1 Returnables
Refer to Part 7 Please ensure that all required returnables are submitted. Failure to submit the required returnables may result in tenders being non responsive and subject to disqualification.

1.5 Timeframe
The anticipated timeframe for this tender process is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>15th January 2010</td>
<td>Tender Advertised</td>
</tr>
<tr>
<td>18th January 2010</td>
<td>Documents available for collection from the Cashier, Ground Floor,</td>
</tr>
<tr>
<td></td>
<td>City Engineers Unit Building, 166 K E Masinga (Old Fort) Road</td>
</tr>
<tr>
<td></td>
<td>(Cost: R100)</td>
</tr>
<tr>
<td>21st January 2010</td>
<td>Compulsory Briefing Session</td>
</tr>
<tr>
<td></td>
<td>Venue: Durban Botanical Gardens Hall.</td>
</tr>
<tr>
<td>1st February 2010</td>
<td>Tender Closes – Documents to be placed in the Tender Box, Ground</td>
</tr>
<tr>
<td></td>
<td>Floor, Engineering Unit Building, 166 K E Masinga (Old Fort) Road</td>
</tr>
<tr>
<td>5th February 2010</td>
<td>Presentations may be requested from shortlisted teams</td>
</tr>
<tr>
<td>12th February 2010</td>
<td>Letter of Intention to Award issued</td>
</tr>
</tbody>
</table>

1.6 Issues to Note
The Event Consortium will report to and work closely together with the Strategic Projects Unit (SPU) of the eThekwini Municipality who have overall responsibility for preparing the City to host the World Cup.

The successful tenderer will be required to interact with SPU at weekly meetings, as well as meet with other Council Departments as and when necessary.
1.7 **Evaluation Criteria & Scoring**

Submissions will be evaluated using the following scoring method and measurements:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>SCORE</th>
<th>DETAILS &amp; SUB CATEGORY</th>
<th>MEASURED BY…</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>10</td>
<td>Total cost of Event Consortium</td>
<td>Fee model</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td><strong>General Approach</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Understanding of the events, requirements and risks, approach, sound methodology.</td>
<td>Methodology and approach section.</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td><strong>Programme</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Understanding of the tight timeframes</td>
<td>Timeline and programme</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ability to operate within the tight timeframes</td>
<td></td>
</tr>
<tr>
<td>QUALITY</td>
<td>80</td>
<td><strong>Organisation &amp; Staffing</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>Experienced and competent staff</td>
<td>Organogram</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CV’s</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Roles of all key staff and the hours that they will spend on the project</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Letters indicating availability of key staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experience - history of undertaking other large scale events</td>
<td>List of previous events worked on and role within them with contact numbers. (these will be contacted to clarify roles undertaken)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experience and knowledge of local context</td>
<td>As indicated in the outsourcing approach plan</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td><strong>Cost Effectiveness</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Show capability by developing a realistic budget estimate for the events</td>
<td>Budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ability to raise funding</td>
<td>Sponsorship plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Measures to keep costs to a minimum</td>
<td>Innovation in overall plan, good ideas that cost less</td>
</tr>
<tr>
<td>PREFERENCE</td>
<td>10</td>
<td>Composition of Events Consortium/ value of work sourced locally</td>
<td>BBBEE Scorecard/targets</td>
</tr>
</tbody>
</table>
1.8 QUERIES

All queries should be submitted to Ms Vivienne Holden, Telephone Number 031 311 4720, Fax Number 031 368 3150 or via email to holdenv@durban.gov.za alternatively, Ms Rozanne Thackwray, via email thackwrayr@durban.gov.za
2: Scope of Work

Please note that the details contained in the three scopes of work below are indicative and may be subject to change.

2.1 Scope of Work: Fan Park

2.1.1 Introduction
Following the successful development of a Fan Park in each of the Cities at the 2006 FIFA World Cup Germany™, FIFA and the Organising Committee of the 2010 FIFA World Cup South Africa™ have decided to once again offer such opportunity to local and visiting supporters, and to take the Fan Park programme to the next level.

The Fan Parks at the 2010 FIFA World Cup South Africa will play a central role in the overall success of the tournament:

1. Provide access to the tournament for millions of South African football supporters, who would not otherwise be able to secure a match ticket;
2. Provide a safe and secure football environment where international football supporters will be able to relax and enjoy themselves between matches;
3. Provide a distinctly African football experience, offering not only the live broadcast of matches but also, where possible, a daily entertainment programme;
4. Present each of the Cities with a unique opportunity to showcase themselves to the world;
5. Offering access, value, and entertainment, the Fan Parks have the potential to transform a successful tournament into an unforgettable tournament.
6. Based on the Host City Agreement, FIFA, the LOC and the Cities have agreed to co-operate and jointly share the responsibility of organizing an official Fan Park in each City.
7. The primary governance of the Fan Park is provided by the Host City Agreements Amendment 1 (Terms of Co-operation) and the Event Manual serves as an operational guide, setting out relevant operational guidelines that need to be followed to ensure the highest standard of quality and consistency.
8. The event will have its own identity within the overall look and feel of the world cup. This separates it clearly from other public viewing events and distinguishes its unique character. All nine Cities have agreed to host such an event under the combined “umbrella” (name, logo, look and feel, similar contents etc).

2.1.2 Event Management
The eThekwini Municipality – through the Event Consortium - will be responsible for the on-site operations in accordance with the Official Fan Park Manual, the Host City Agreement and all Fan Park amendments.

FIFA will be responsible for the central coordination and project management of the Fan Parks. This includes the overall planning, management and coordination of the overall Fan Park project across all Cities, the planning, sourcing, overseeing the basic infrastructure solution supplied to the Cities free of charge, the central marketing to and service of the Fan Park.
Sponsors, the Official Broadcaster, Print Media Supporters, official merchandise; and the overall project management and co-ordination between the participating Cities, the Fan Park Sponsors and FIFA.

The appointed event consortium will be responsible for the overall preparation, planning, implementation and management of the Fan Park area within the parameters as specified in the Host City Agreement, the Official Fan Park Manual and all other documented amendments. Areas of event management will include but is not limited to the following:

1. All planning, financial and activation documentation;
2. Sourcing of non-conflicting Third Parties partners;
3. Preparation and management of budgets;
4. Drawing up of sponsor and supplier agreements;
5. Establishing suitable areas within the Official Fan Park area for the placement of necessary infrastructure requirements;
6. Ensuring that the placement of all temporary infrastructure is in compliance with all City by-laws and does not impact negatively on any existing infrastructure service facilities and/or;
7. Drawing up of branding plans;
8. Initiating and monitoring of branding production, placement and removal;
9. Sourcing and contracting with suitable specialist service providers/suppliers where necessary – e.g., security, cleaning, hospitality, media management, food and beverages etc;
10. Liaising with advertising agencies regarding creative conceptualization and media buying;
11. Supervising the production and distribution of relevant and approved marketing materials;
12. Ensuring the strategic and adequate production and placement of relevant directional signage;
13. Assisting approved third party sponsors and FIFA Affiliates in leveraging their opportunities;
14. Initiating and assisting in any promotions with respect to the FIFA Affiliate and any third party activities;

2.1.3 FAN PARK RATIONALE

The objective of the Official Fan Park is to ensure broad access to the Competition to the inhabitants of South Africa and to provide international visitors with a safe and secure, distinctly African football environment.

The Fan Park area must replicate as far as possible the atmosphere – the communal spirit – and the vibe of attending the match itself.

Key requirements must provide:

- A truly Durban experience;
- Unrestricted public viewing of all 64 of the 2010 matches;
- A safe, clean, well managed and fun area with sufficient food and beverage outlets as well as all essential services for visitors;
- The opportunity of showcasing the City of Durban to the world.
2.1.4 Communications

A comprehensive campaign, using various modes of communication, must be conceptualized and in place as support of the whole Fan Park experience. This communication campaign must take cognizance of both local and international visitors to the Fan Park and should encompass a combination of print and electronic media, as well as the inclusion of the messaging at the airport, all existing Tourist Information Centres throughout the city, temporary new information kiosks at shopping malls, hotel foyers, restaurants and more. The campaign should (particularly any print material), embrace a number of international languages and must include publicity of the location of the area, transport to and from the area, and all the planned activities in the area and the surrounding precinct.

2.1.5 City of Durban Positioning

The City of Durban positions itself:

- In accordance with the motto “Ke-nako” – Celebrate Africa’s Humanity;
- The warmest place to be for 2010;
- Africa’s Sports Capital;

The expected age group, nationality and interests of visitors to the Fan Park are broad based. Whilst football is at the heart of the Fan Park, a variety of other entertainment programmes will be enjoyed by all who attend the Fan Park area.

- Primary target groups to the Fan Park include:
  - Citizens of Durban and surrounds;
  - Provincial residents;
  - National and International visitors;
  - Fans of the teams playing at the stadium.

The Fan Park area is free of admission for all visitors, fans etc. Many visitors are expected during the broadcast of the matches and especially when favourite teams are playing matches at the stadium. There is limited insight as to the number of visitors to the area, as this is dependent on a number of factors (match fixtures, performance of favourite teams, weather etc). Consistent monitoring of visitors to the area will be required to ensure safe control of numbers entering the area. The match schedule could assist in determining the numbers of people expected in the area.

2.1.6 Event Description

The Official Fan Park shall take place within the following parameters:

- Fan Park area open to visitors each day of the competition from 10h00 – 24h00; (this is subject to confirmation)
- No entrance fee except possibly during the staging of entertainment on “match-free” days;
- Live broadcast of all 64 matches of the Competition;
- Inclusion of additional entertainment programmes such as music, beach sports etc;
- Food and beverage and essential service availability;
- Fan Park area localized within a fenced and secured area;
- Specific infrastructure such as a large stage and screen, together with FIFA Marketing Affiliate exhibition areas, information centre, media centre, medical centre, security centre, hospitality facility, ablution facilities and food and beverage outlets will be strategically positioned within the localized fenced and secured area;
- A 100m perimeter surrounding the Official Fan Park area will be clear of any third party advertising;
- All necessary permits, licenses and/or clearances and negotiate with relevant administrators for specific matters as required to establish, operate and manage the Official Fan Park.

2.1.7 Location

Durban is the 2010 City that boasts unrivalled weather conditions during South Africa’s winter months, which, combined with all the other city attributes (beaches, restaurants, multi-cultural experiences, easy proximity to wildlife and mountain areas) is ideally placed to attract and host a large number of visitors to the City’s Official Fan Park area.

The area identified as Durban’s Official Fan Park area is the central beachfront area – the New Beach area. An area south of the Official Fan Park area has been identified as an overflow area. Areas north of the Official Fan Park area will also be used to accommodate additional visitors and will provide the necessary infrastructure required to allow for extended public viewing areas and entertainment areas.

Visitors to the Official Fan Park and extension areas will be within walking distance to the new Moses Mabhida Stadium as well as the CBD area, main restaurant and hotel areas, and therefore complies with the basic requirements of being easily accessible on foot or via public transport.

The venue will be sufficiently large to accommodate an estimated 25 000 people. Obviously this is dependent on the amount and size of infrastructure of the FIFA Marketing Affiliates and the essential and emergency requirements.

2.1.8 Overall Deliverables

The following are the deliverables for this event:

2.1.8.1 Overview Event Area

- To ensure that the Fan Park venue complies with the On-Site Venue Regulations as set out by FIFA, LOC and the City at all times during the course of the Competition.
- Ensuring that the site is clean of any Third Party Commercial Advertising for the period of 1 June 2010 – 14 July 2010 and ensuring the clearing and removing thereof;
- To specifically ensure that no third parties temporarily use this space;
- Obtain the necessary permits, licenses and clearances.
2.1.8.2 Overview Infrastructure

The Fan Park must provide a high standard of technical infrastructure. This infrastructure will include the following:

1. The Big Screen
2. Stage
3. Sound and Light System
4. Top Structure Facilities
5. Branding Material
6. Management and Technical staff
7. Directional Signage
8. Perimeter Fencing
9. Permits
10. Sanitation Facilities
11. Water Facilities
12. Electricity Supply

For avoidance of doubt, the schedule specifies the allocation of responsibilities for FIFA, the City and the Event Consortium in terms of the supplied infrastructure.

The responsibilities allocated in the schedule to the Event Consortium fall under their scope of work and the management responsibilities should also be assumed.

The Event Consortium needs to make provision to include in their scope of work any additional infrastructure which is not detailed at this stage, infrastructure which may be needed especially upon their own recommendation or infrastructure which might be decided upon later by FIFA or the City.

2.1.8.3 Overview Top Structure

With regards to the Top Structure for the Fan Park, the following items have been identified as the responsibility of the Events Consortium to supply and manage. This will also include installation and de-installation of the top structure facilities.

Relevant sizes and exact quantities of the Top Structure facilities will ultimately be determined by the Event Consortium and outcome of their appropriate meetings with professional service providers (i.e.: SAPS, Fire, etc) and their final marketing and hospitality concept. (i.e.: VIP Tents, Third Party Exhibitor stalls etc).
<table>
<thead>
<tr>
<th>ITEM</th>
<th>PORTACABINS</th>
<th>MARQUEES TENTS/OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office space for FIFA/LOC/HC operation staff</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>Office space Production team</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>Office space Security personnel</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>Office space For FIFA Marketing Affiliates</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>Event Consortium Office</td>
<td>X 1. Size to be determined</td>
<td></td>
</tr>
<tr>
<td>Backstage Offices</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>STORAGE FACILITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIFA MA Storage Facilities/containers</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>Production team storage facilities</td>
<td>Exact no and size to be determined</td>
<td></td>
</tr>
<tr>
<td>MARQUEE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIP Marquee– Marketing Affiliates (If Applicable)</td>
<td>X 1. Size for +- 200 people</td>
<td></td>
</tr>
<tr>
<td>AFFILIATE OUTLETS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food and Beverage Stands – Master Concessionaire or Third Party F&amp;B supplier</td>
<td>Amount and sizes to be determined</td>
<td></td>
</tr>
<tr>
<td>Merchandising Stands (Global Brands/sub-licensee)</td>
<td>Amount and sizes to be determined</td>
<td></td>
</tr>
<tr>
<td>Third Party Exhibitor/Cultural Fair Stands</td>
<td>Amount and sizes to be determined</td>
<td></td>
</tr>
<tr>
<td>City Info</td>
<td>X 1 Size to be determined</td>
<td></td>
</tr>
<tr>
<td>Fan Embassy (incl Lost and Found)</td>
<td>X 1. Size +- 30sqm</td>
<td></td>
</tr>
<tr>
<td>Marketing Affiliates Stands (250sqm each)</td>
<td>At this point the MA will provide own top structure and installation</td>
<td></td>
</tr>
<tr>
<td>Food and Beverage Stands Marketing Affiliates</td>
<td>At this point the MA will provide own top structure and installation</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>PORTACABINS/OFFICES</td>
<td>MARQUEES/OTHER</td>
</tr>
<tr>
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<td>------------------------------</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SA Police</td>
<td>VOC area x 30 persons</td>
<td></td>
</tr>
<tr>
<td>Fire Department + JOC</td>
<td>As above</td>
<td></td>
</tr>
<tr>
<td>First Aid Facilities</td>
<td>X1</td>
<td></td>
</tr>
<tr>
<td>Technical and IT</td>
<td>X1</td>
<td></td>
</tr>
<tr>
<td>Cleaning</td>
<td></td>
<td>Exact no and size to be</td>
</tr>
<tr>
<td></td>
<td></td>
<td>determined</td>
</tr>
<tr>
<td>Waste Management</td>
<td></td>
<td>Sorting area (Dustbins etc)</td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td>Exact no and size to be</td>
</tr>
<tr>
<td></td>
<td></td>
<td>determined</td>
</tr>
<tr>
<td>* Press/Media Centre</td>
<td>X 1 Media Centre either on site or adjacent venue</td>
<td></td>
</tr>
<tr>
<td>* SABC</td>
<td>SABC will erect their own portacabin at their own cost. EC to provide a 200sqm space for SABC. SABC also require +/- 50sqm temporary office space</td>
<td></td>
</tr>
</tbody>
</table>

The Event Consortium must provide an adequate facility for the all inclusive Press/Media Centre according to the recommendation in terms of the location, space availability and requirements. SABC will provide their own temporary commercial display or hospitality at their own cost. This will be of a similar size to that of all the other FIFA Affiliate exhibition areas.

In addition, a space of approximately 50 sqm will be required for the SABC to erect temporary office space which must include necessary utilities i.e. water and power.

The Event Consortium need to include provision for any additional top structure which is not detailed at this stage, but which may be required in reference to additional activities, securing of third party sponsors and their possibly requirements.

The Event Consortium need to assume responsibility for the co-ordination and provision of all relevant tables, chairs and other Top Structure equipment deemed necessary and which is required in terms of completion of supply of areas such as the media centre, hospitality areas, information centres, security, medical and office areas etc.

2.1.8.4 Overview Insurance

With regards to Liability Insurance for the Fan Park event, the Event Consortium will assume responsibility for this entirely for the duration of the Competition. The Event Consortium is to ensure that their Liability Insurance is adequate and covers damages which they might be legally liable to pay to third parties consequent upon accidental death of or bodily injury to or illness of any person or accidental loss of or physical damage to tangible property at the Fan Park.

With regards to the insured amount, the Event Consortium will sign an agreement with The City (owner of the venue) and will refer to the contract for any stipulations with regards to liability policies and limits required.
The Event Consortium’s responsibility towards The City is to:

- Have formal risk management practices in place;
- Not attempt to do any work they are not professionally qualified to do. Such work should be sub-contracted to a professional contractor. Sub-contractors must be professionally qualified and deemed to be legislatively compliant;
- Comply with the warranty of statutes as stated in the policy wording.

As part of the event risk management, Disclaimers must be printed on admission tickets. When alcohol is served, the Event Consortium must disclaim any responsibility for any accidents or related incidents due to intoxication over the legal alcohol levels. If a sub-contractor has his/her own insurance, the Event Consortium must have proof of the insurance certificates.

2.1.8.5 Overview Marketing

The 2010 Fan Park are the ideal marketing tool and create a unique opportunity for each of the Cities to showcase themselves to the world and provide an international advertisement of their unique identities.

It will be the responsibility of the Event Consortium to utilize and maximize all available tools to market the City through the Fan Park to its full capacity and transform a successful tournament into an unforgettable one.

It is expressly recorded that all parties, FIFA, the LOC and each of the nine Cities have agreed that the Official Fan Park will be organized and implemented in compliance with the Event Manual, thereby ensuring each of the Official Fan Park meet the highest standards of quality and consistency.

It is the responsibility of the Event Consortium to market the Fan Park working within the guidelines as provided in this documentation.

Marketing Plan to market the Fan Park around the following tools:

- Sponsorships;
- Leasing of stalls/Third Party Exhibitor’s;
- Food and Beverage Concessions;
- VIP Hospitality Concept;
- Broadcast Structure;
- Entertainment Programme;
- Other.

2.1.8.6 Overview Sponsorships

The Event Consortium will need to work in accordance with the Sponsorship Conditions outlined in the Events Manual as determined by FIFA, the LOC and The City. The Event Consortium in cooperation with FIFA and the LOC shall be responsible for the delivery of all on-site rights granted to the FIFA Marketing Affiliates and Third Party Exhibitors in relation to the Official Fan Park in accordance with the Event Manual Guidelines.
2.1.8.7 FIFA Marketing Affiliates: Reserved Fan Park Area

- Management of the Reserved Fan Park area and ensuring that all FIFA guidelines are adhered to;
- Ensuring FIFA Marketing Affiliates receive their Basic Standard Rights implemented in the Fan Park (i.e.: Ensuring branding goes up according to the rights);
- Ensuring FIFA Marketing Affiliates rights are greater than those that may be awarded to Third Party Exhibitors who are not competitive to any FIFA Marketing Affiliate;
- Assisting FIFA to finalize the Additional Rights Package to be offered to Marketing Affiliates;
- Liaise directly with the FIFA Marketing Affiliates in relation to the delivery of the on-site rights as confirmed between the FIFA Marketing Affiliate and FIFA based on detailed information provided by FIFA to the Event Consortium.

2.1.8.8 General Fan Park Area

- Management of the General Fan Park area and ensuring that all FIFA guidelines are adhered to;
- Ensuring all specifications according to the General Premium rights (Additional Standard Rights) are implemented in the Fan Park (i.e.: Ensuring branding is erected around stage etc);
- Identification of Additional Branding Opportunities around the Fan Park;

2.1.8.9 Venue Specific Rights

- Finalization and presentation of Venue Specific Rights to FIFA for their approval;
- Assisting FIFA and the LOC to identify Additional Branding Opportunities at the Fan Park for the Venue Specific Premium Rights;
- Selling of Venue Specific Rights to Fan Park Sponsors using Event Manual Guidelines;

2.1.8.10 Third Party Exhibitors/Sponsors

- Establishment of the overall Sponsorship and Third Party Exhibitor Concept;
- Event Consortium is solely responsible to manage and sell rights to Third Party Exhibitors and the appointment of national, regional or local non-conflicting entities as so called Third Party Exhibitors for the Fan Park in accordance with the conditions outlined in the Event Manual;
- Revenues received from the sale of Third Party Exhibitor rights will revert to the City;
- Finalization and presentation of 3rd Party Exhibitor Rights to FIFA for their approval;
- Assisting FIFA defining the number and categories of other products which may be sold at the Fan Park by the Official Retailer and other 3rd parties;
- Total Management and administration of the 3rd Party Exhibitor Rights;
- Negotiation with 3rd Parties on the price and payment terms for 3rd Party Exhibitor Rights;
• Third Party rights may not be granted as follows:
  o Any on-site/off-site branding rights;
  o Use of the official log, official mark or City Composite Logo;
  o Any opportunity within the Reserved Fan Park area;
  o Any rights which may establish direct or indirect association between a Third Party Exhibitor and FIFA or the Tournament.

2.1.8.11 Overview Branding

The Fan Park will be fully integrated into the existing branding concept for the 2010 FIFA World Cup. FIFA and the LOC have developed a design for each City and the management of the branding at the Fan Park area will be in accordance with this existing concept. FIFA will be responsible for the production of specific branding for the Fan Park and the delivery of the branding material. This will include all central branding inventories, such as branding around the screens around the stage, entrance gates, fence dressing, Partner/Sponsor towers, Delay/FOH Towers. The City will be responsible to identify and measure and provide all relevant data to FIFA in relation to any such on-site branding as set up by the City, to enable FIFA to produce the relevant branding for the Official Fan Park area. Optional additional branding identified for elements such as towers, hospitality area, and general areas in the Fan Park will need to be produced by way of a design template provided by FIFA. The cost of this additional branding will be for the account of the City.

2.1.8.12 Overview Food and Beverage Concessions

• The Event Consortium may appoint one or more third party as concessionaire to operate all F&B Concessions in the Fan Park (the “F&B Concessionaire”) or choose to run the Food and Beverage Concessions themselves;
• If the Event Consortium chooses to appoint a “F&B Concessionaire”, the Event Consortium will still be responsible to ensure that the “F&B Concessionaire” will comply with all the necessary FIFA obligations;
• Development of the Food and Beverage Final Concept;
• Running of or Management of the food and beverage concessions in the Fan Park according to the regulations set out in The Host City Agreement and the Events Manual;
• Ensuring that the FIFA Marketing Affiliates Rights are fully respected in the F&B category;
• Developing the commercial terms structure for the Food and Beverage Concessions;
• Finalizing the Cup Branding concept for presentation to FIFA and execution thereof working according to any security and environmental requirements imposed by the competent authorities.
2.1.8.13 Overview Hospitality

- Development of the final hospitality concept for FIFA’s approval;
- Implementation of final hospitality concept/Food and Beverage stands and installation thereof;
- The total management of the hospitality function;
- Development of hospitality packages;
- Sale of hospitality packages to third parties;
- Revenues generated from the operation of any hospitality facilities and the sale of any hospitality packages to any third party will accrue to the City.

2.1.8.14 Overview Licensing/Special Permits

Global Brand Group has been appointed by FIFA as the worldwide exclusive licensing representative. They will also act as the onsite merchandising concessionaire at the stadiums and Fan Park. Global Brands have the exclusive, worldwide rights (with the right to sub-license) to manufacture and sell 2010 FIFA World Cup branded official licensed merchandising products. Cities have the opportunity to lease a space to Global Brands at a set price or to provide Global Brands a space and charge a 15% royalty fee on all goods sold.

All revenues received from the onsite merchandising concessionaire (either rental or royalties) are to accrue to the City.

2.1.8.15 Special Permits:

It will be the responsibility of the Event Consortium that all necessary permits are obtained from the City which are required by law to operate the Fan Park. Examples include:

- Noise emission – City compliance regarding sound emissions set by a noise certificate.
- Food and Beverage Permits/Hygienic Regulations – Health Department will need to be engaged to ensure the provision of the required permits to operate the F & B function.
- Sales Permits – City permission/trading license for the sale of products.
- Fireworks Permits – City compliance and agreement via written confirmation/Fire and Safety.

2.1.8.16 Overview Media Matters

FIFA has appointed SABC as the official TV and Radio broadcaster for South Africa and they will act as the Fan Park Official Broadcaster TV Media Sponsor. SABC will supply the TV signal free of charge to the Cities.

SABC will receive the following rights in relation to the Fan Park and the Event Consortium is responsible for the management of such rights where applicable.

SABC Rights:

- Branding:
  - On-site Joint branding together with FIFA Commercial Affiliates (sponsor logo strip according to FIFA Marketing hierarchy) Screens and Stages, Entrance Gates, Fence Dressing, Partner/Sponsor Towers, Delay/FOH Towers;
• Off-site: Joint branding together with FIFA Commercial Affiliates (sponsor strip according to FIFA marketing hierarchy) Print material produced by FIFA, LOC and City, FIFA.com (Fan Park section);
  o Individual Banding: Right to display logo on studio (outside);
  o Promotional Rights: Right to promote their involvement;
  o Use of designation (e.g.: “Official Broadcaster of the Fan Park”);
  o Official Fan Park Logo: for promotional purposes;
  o No creation of own FIFA World Cup/ Fan Park-related logos.

• Exclusivity:-
  o Exclusive right in relation to TV/Radio media partnership;
  o Non-exclusive right to access and broadcast from the Fan Park.

• Commercial Display:-
  o SABC shall receive a 200 square metre space for commercial display at the Official Fan Park;
  o The commercial display space may be fully branded;
  o The commercial display space will be allocated in accordance with the sponsorship hierarchy. If needed, additional space can be negotiated directly with the Cities;
  o SABC shall have the right to sample print material and FIFA World Cup™ – related Premiums at the commercial display areas. No retailing is permitted in this area;
  o The Cities will ensure that the availability of utilities (such as electricity, water and power) necessary to operate the commercial display areas. SABC shall be responsible to bear the reasonable costs for the use and consumption of such utilities.

• On-Screen Advertisement:-
  o 1 spot (30 sec) per match within the protected time window;
  o FIFA to have final decision on allocation of spots and timing.

• The Event Consortium will be required to liaise with SABC (where necessary) according to their Contribution which is:
  o Supply of TV signal for 64 matches including the ceremonies free of charge;
  o Promotion of the Fan Park events (editorial announcements, ads/spots) prior to and during the event on TV, radio and other SABC channels such as Internet, print and mailing;
  o Daily broadcast from the Fan Park (live broadcast, pre and post match coverage e.g.: Fan Park show, sequences) on TV, radio and other SABC channels, such as Internet, print, mailing, Fan Park Broadcast sponsorship: First offer for FIFA Marketing Affiliates;
  o Stage Programme support in terms of moderators and presenters;
  o The supply of archive footage to be incorporated into the daily entertainment programme.
SABC will provide technical infrastructure and personnel as per the following table:

<table>
<thead>
<tr>
<th>Contribution Details</th>
<th>Number</th>
<th>Period</th>
<th>Venues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cameramen</td>
<td>Two(2) persons</td>
<td>Duration of 2010 FIFA World Cup™</td>
<td>All Venues</td>
</tr>
<tr>
<td>Cameras</td>
<td>Two(2)cameras</td>
<td>Specifications to be finalized – broadcast quality</td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>One(1) person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixing Desk</td>
<td>One(1) per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Support</td>
<td>One(1) person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Porta Cabin for Production</td>
<td>One(1) per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional television</td>
<td>One(1) per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>lighting (optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Manager</td>
<td>One(1) person</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Other Media Detail to note:
  - Official Print/Publication Partner for South Africa: FIFA is also negotiating print partnership agreements with publication houses which will be advised to the cities in due course. Event Consortium will be advised on their rights in relation to the Fan Park.
  - Official website www.FIFA.com is FIFA’s official tournament website. The logo of FIFA.com shall be incorporated into the overall event design and FIFA.com shall be allowed to exercise on-site activation rights to be determined at a later stage. The Event Consortium is to make provision for these rights at the venue.
  - Official Broadcaster/Print/Publication partners for other territories than South Africa have NO branding or activation rights in the Official Fan Zones. Event Consortium to ensure the above restriction takes place at the venue.
  - Media Companies (Print) as Third Party Exhibitor: The Event Consortium on behalf of the City can appoint local/regional/national publication houses as Third Party Exhibitors. These rights will be identical to those offered to other Third Party Exhibitors.
  - Media Access: As a general principle, all media channels – television, radio and print must be allowed access to the Fan Park. They need to have the necessary accreditation or registered (as applicable) to all Fan Park for news gathering and reporting purpose. Accreditation to be managed by the appointed Event Consortium.
  - No branding or activation rights are afforded to any media channels which are not Official Broadcaster/Publication Partner for South Africa or those appointed as Third Party Exhibitors.
  - No branding will be allowed on the outside of the studio of any media channels except solely for the purposes of identification of their studio.
  - Branding can be allowed inside the studio and on microphones, cameras, backdrops within the studio doors etc.
No use of Event Marks or Fan Park marks for promotional purposes is permitted, such media channels may only use the event marks for editorial purposes as per the general Event rules applicable to all media channels.

2.1.8.17 OVERVIEW BROADCAST STRUCTURE

The broadcast structure is the make-up of the screen/stage scheduling, through the course of the day. With the Fan Park open from 10h00 to 24h00 daily, the management of the broadcast structure is a critical element of the daily Fan Park experience.

To ensure the allocation of big screen slots for FIFA Broadcast Sequence, Fan Park Sponsors and TV and Radio Media Supporters, an appropriate Run-Down Template will be provided by FIFA to the Event Consortium who will be required to successfully complete and allocate all necessary time-slots once the relevant stakeholders have been allocated time slots.

Information to be included in the Run-Down Template:
- City Moderators;
- Local and International Musicians/entertainers;
- Music/DJ/Audience Shots;
- City Non-commercial advertising spots;
- City/Tourism promotional sports;
- Airtime/stage time sold by the City on a venue-specific basis to FIFA Marketing Affiliates;
- Local exhibitor airtime/stage time;
- Airtime/stage time sold to local media supporters;
- Non-Commercial footage provided by FIFA and SABC;

2.1.8.18 OVERVIEW ENTERTAINMENT PROGRAMME

An Entertainment Programme will be formulated in conjunction with FIFA, the LOC and the City according to the Entertainment Programme Guidelines set out in the Host City Agreement and Event Manual Guidelines. The Event Consortium will be responsible to assist the City to arrange its own Entertainment Programme for its respective Fan Park and ensure that the Final Entertainment Programme is approved by FIFA.

The Event Consortium may sub-contract certain responsibilities of the Entertainment Programme to local entertainment co-ordinators to ensure broad participation of local Events Suppliers. i.e. co-ordination of local beauty pageants, talent competitions etc.

The City will provide to the Event Consortium a guideline of activities to include in terms of content and the Event Consortium in-turn will be required to submit their expert input. Upon finalization and agreement of inputs from both parties the Event Consortium will be required to implement the Entertainment Programme on behalf of The City.

The Event Consortium is to comply with the FIFA Marketing Affiliates Rights and the Additional Standard Rights, in particular, which include the use of stage/screen for entertainment (5 – 15 minute stage/screen slot per day) and the Venue Specific Rights which will allow the Marketing Affiliates who qualify as Fan Park Sponsors additional stage time. As well as the Third Party Exhibitor’s who will receive stage programme time outside of the Protected Time Window.
The Event Consortium is responsible to submit a detailed and entertainment programme for the 32 days taking into account the above said and following important factors:

- Involvement of Local Cultural Entities;
- Non-Match Days Entertainment Programme – may charge entry fees for entertainment/music concerts on the 6 non-match days;
- Match Days Entertainment Programme – may not charge entry fees for any entertainment on match day;

### 2.1.8.19 Overview Safety and Security

The safety and security concept of the Official Fan Park must be developed within the overall security concept of the 2010 FIFA World Cup, in conjunction with the SA Police Service. The safety and security concept must include the regulations set out in the Safety at Sport and Recreation Event Bill.

The complete responsibility for safety and security lies with the Cities. The ensuring of the security outside of the Fan Park lies with the City of Durban, however, the safety and security on the premises of the Fan Park lies with the Event Consortium contracted to run the Fan Park.

To ensure a well managed, effective and efficient safety and security plan within the Fan Park premises:

- Have a single plan for event safety and security;
- Have clearly defined areas of responsibility and authority;
- Ensure all service providers share a common goal;
- Have full control and consistency (regulations, policies, standard, training, identification, bibs);
- Have a collective and defined public liability plan;
- Have one communication network with quick reaction times;
- Have an international standard complying with local regulation;
- Partnerships with SAPS;

### 2.1.8.20 Specific Training

Event Consortium is to ensure that all security personnel are to receive training on the following customized training topics:

- Fan courtesy;
- Fire warden;

Site specific training on subjects like:

- Access control and ticket management;
- Radio communication procedures;
- Lost and Found;
- Alcohol policies;
- Minimum force and the use of pepper spray, security batons, hand cuffs and fire arms;
- Cash Handling;
- CCTV;
- Counter Terrorism;
- OCHSA;
2.1.8.21 **Code of Conduct**

It is recommended, that all Safety and Security personnel adhere to the following **Do List** and **Don’t List** when operating the safety and security function at the Fan Park during the 2010 FIFA Soccer World Cup™.

**Do List:**

- All personnel are to produce their Fan Park I.D. for admittance to the Fan Park when arriving for work. This entrance should be their only access to and from the Fan Park. The Fan Park ID card is to form part of their uniform and must be worn at all times when security personnel are in uniform;
- All security personnel are to become familiar with the Fan Park emergency evacuation plan;
- All security personnel are to stand at attention during the playing of all national anthems. All working and talking must temporarily cease during this time;
- Security personnel are to be punctual and in the prescribed uniform at the scheduled time. Lateness must be addressed strictly and promptly i.e. (result in loss of pay and lead to more severe disciplinary action if offence persists);
- Security personnel are to follow the call-in procedure if they are unable to work.
- Security personnel are to immediately report all incidents, injuries, and accidents that occur at or near the Fan Park;
- Security personnel are to report all complaints. They are to make their best effort to resolve all complaints, but if they can’t resolve the problem themselves, they need to call their supervisor for assistance.
- Security personnel are to remain at their assigned work area until permitted to leave or they are to be dismissed by their supervisor. The supervisor will schedule the necessary break time.
- Security personnel are to follow all special procedures as explained in this document.

**Don’t List:**

- Consuming any alcoholic beverages;
- Involvement in any kind of gambling;
- Use of radios, televisions, cell phones, or walkmans while on duty;
- Use of their Fan Park I.D. for admittance to the facility unless scheduled to work;
- Enter restricted areas unless authorized;
- Associate or do business with any re-seller of Fan Park tickets;
- Solicit any tips or gratuities of any kind;
- Accept or ask for any unused tickets from the fans;
- Sit in any seats or convene in public assembly areas once the gates have opened unless assigned to perform a specific task in a specific area;
- Leave their assigned work area and wander about without authorization;
- Solicit free food or beverages from any vendor or concessionaire;
- Have any bag larger than the size of a normal lunch bag while at working location. All other bags must be kept in safe lockable areas;
- Remove any food that is remaining after the game from personnel/facilities;
Don’t eat, drink, or smoke unless on a designated break;
Bad Language is never permitted

2.1.8.22 OVERVIEW CLEANING, WASTE MANAGEMENT AND MAINTENANCE

The scope of work of the appointed Event Consortium is to provide the total management function with regards to Cleaning, Waste Management and Maintenance inside the City of Durban Fan Park for the duration of the FIFA World Cup (32 days). Consideration of the number of daily visitors and the number of cleaning and waste management staff and equipment must be taken into account in preparing the management plan to fulfill all requirements.

The area on the outside of the Fan Park area will include walkways, promenade walkways, beach areas and road ways, and it will be the responsibility of the Event Consortium to ensure that these areas and the Fan Park area is maintained in pristine condition at all times.

With regards to the General Fan Park Area, continuous cleaning is required inside the Fan Park at all areas from entrances to exits, including areas utilized by Food and Beverage Concessionaire, Merchandising Stalls, Third Party Exhibitor Stalls, Offices, Toilets and Ablution area, and other areas not mentioned.

With regards to the Reserved Fan Park Area, continuous cleaning is required at the area around the stage and screen, areas around any Management/Technical Offices, Hospitality areas, Media area and any other areas not mentioned.

The Marketing Affiliates will be responsible to clean their own stands unless otherwise co-ordinated by FIFA with the Event Consortium.

With regards to recycling, an area of approximately 100sqm needs to be identified either within the Fan Park area or an area adjacent to this. This would be the Recycling Area and the Event Consortium would be responsible to engage subcontractors to fulfill this service.

It will also be the responsibility of the Event Consortium to co-ordinate with a local recycling company to collect the sorted recycled material as well as the disposable waste which will need to be removed to the local landfill area. This needs to take place on a daily basis.

All revenues from the recyclable waste are to be paid over to the City by the Event Consortium.

2.1.8.23 MAINTENANCE

The Event Consortium will be required to provide the necessary Maintenance Team for the up-keep and repair of all Top Structure and Infrastructure facilities and liaise with the responsible City Municipal Managers where necessary with regards to the Infrastructure provided by the City. Maintenance of all the Top Structure facilities is also the responsibility of the Event Consortium and they are to ensure that they provide adequate maintenance services at the venue in a safe and professional manner.

2.1.8.24 OVERVIEW EVENT BUDGET

- Development of the Overall Project Budget taking into consideration the revenues generated from the grant of rights to the Commercial Affiliates
- Management of the income and expenses relating to the Event Consortium’s Scope of Work
- Regular financial updates to the city
- Supply of all service provider/supplier quotations and invoices on financial reconciliation
2.1.8.25 City Management and Monitoring Procedure

The Event Consortium will be required to compile, review and manage the Event Order/Work Schedule. This includes:

- A detailed flow chart from functional composition, planning and preparation through to pre-operational, completion and clear-out.
- In its structure, the Event Consortium must encompass the critical path but in its final form, must focus in great details on the actual set-up, the event itself, and the clear-out phase.
- The Event Order must enable all key stakeholders and service providers to know exactly what will happen at what time and who are involved in which activities.
- This document’s purpose is to coordinate all activities to ensure smooth implementation.
NOTE 1: FIFA MARKETING AFFILIATES AND NON-COMPETITIVE PRODUCT CATEGORIES

PRODUCT CATEGORIES OF FIFA MARKETING AFFILIATES

FIFA PARTNERS

Sporting & athletic footwear, sports apparel/hardware and bags; football equipment

Non-alcoholic beverages

Aerial transportation services for passengers & cargo

Powered vehicles & auto components

Computers & Associated Products; Audio-; Video-; Electronic Game Products; Mobile Phones handset hardware; Motion Pictures and Music; other electronic Hardware Products and/or Services

Payment Services, Money Wire Transfer Services. Retail Banking Products and Services
2010 FIFA WORLD CUP™ SPONSORS

Budweiser
Cereal and malt alcoholic beverages (including non-alcoholic beers).

Castrol
Oils and lubricants, Transmission fluids, Brake fluids, Antifreeze, Coolants, Hydraulic fluids, Greases, as well as other refined oil and gas products such as Gasoline and Diesel, Fuels and Biofuels, and Natural Gases.

Continental
Automotive tyres for mechanised vehicles and “extended mobility concept” products

McDonald's
Quick service restaurants and services

MTN
Wireless Telecommunication Services, including but not restricted to: End-User Services such as Mobile Portals, Mobile Offerings, Mobile Content, Voice Communication Services and Telephone Calling Cards.
Information Technology (IT) services (including those in the area of computer programming)
IT consultancy services
Software application quality consulting
Software application services
System integration services
IT infrastructure management and support services
IT operations support
Business Process and IT service outsourcing
Enterprise Storage Solutions services

### 2010 FIFA WORLD CUP™ NATIONAL SUPPORTERS

| **Telkom** | Fixed-line voice & date telecommunications access, data communication network hardware & service
| Access & connection to the internet via fixed-lines
| Fixed-line wide area networks (WANs) & local area networks (LANs)
| Hosting services for event software applications & tools
| Pre-paid, non-reloadable phone cards for use at fixed-line telephone terminals
| Software used or operated in order to receive, send or otherwise access or operate Products by means of fixed-line telecommunications networks |

| **FNB** | Any lending & leasing business
| On site ATMs on a co-exclusive basis with Financial Services Partner i.e. VISA
| Off site ATMs, Marks cannot be used in connection with a competitor of VISA other than as an on-screen image |

| **Be moved** | Confirmed |

| **bp** | Confirmed |

| **neo africa** | Confirmed |
NON-COMPETITOR PRODUCT CATEGORIES

(Conditional to FIFA’s prior approval and subject to changes at any time)

Still to be amended based on Prasa, Neo Africa and BP South Africa sponsorships

- Ground (Rail) transportation
- Healthcare
- White goods (large household appliances)
- Electricity and energy
- Hotels
- Tourism (including travel agencies)
- Heavy equipment
- Metals and mining
- Personal care
- Home care / home decoration
- Consultancy (except IT Consultancy)
- Pharmaceutical companies/manufacturers (excluding retail outlets, i.e. pharmacies)
- Employment agencies
- Educational institutions
- Bakery
- Construction companies
- Library
- Office supplier
- Drug store
- Airports
- Hotels
- Real Estate Agency
- Cinema
- Fair
- Furniture store
- Paper Industry
- Recruitment Agency
- Pharmaceutical Industry
- Facility Management
- Security Agency
- Toy Industry
- Steel Industry
- Tourism Industry
- Consulting
- Publishing House

NO: Alcohol and tobacco
### NOTE 2: INFRASTRUCTURE ALLOCATION OF RESPONSIBILITIES

<table>
<thead>
<tr>
<th>INFRASTRUCTURE</th>
<th>FIFA RESPONSIBILITY</th>
<th>CITY RESPONSIBILITY</th>
<th>EVENT CONSORTIUM RESPONSIBILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>The respective Cities, the LOC and FIFA have agreed to be jointly responsible for establishing a Fan Park that provide technical infrastructure. This infrastructure will include the following:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>It is important to note that the EC also need to assume the management and security responsibilities of each item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ONE LARGE VIDEO SCREEN</strong></td>
<td>FIFA will provide one daylight LED screen with a picture surface of approx. 50sqm per venue</td>
<td></td>
<td>Allow FIFA access to the venue for installation</td>
</tr>
<tr>
<td>Video screen (as required)</td>
<td>FIFA will install structure</td>
<td></td>
<td>Oversee Liaison between all parties</td>
</tr>
<tr>
<td>Scaffolding structure to house the screen</td>
<td>FIFA will install structure</td>
<td></td>
<td>General maintenance</td>
</tr>
<tr>
<td>Technical staff to operate and maintain the screen</td>
<td>FIFA will provide one technician on site for the entire period (on site 1 hr before opening doors until half an hour after closing doors). The technician is responsible for the operation of the screen, but not for the video direction and the provision of content on the screen (e.g. matches, stage program, ad clips etc)</td>
<td></td>
<td>Oversee Liaison between all parties</td>
</tr>
<tr>
<td>TV Signal</td>
<td>FIFA negotiated with SABC for HC to receive TV signal free of charge</td>
<td></td>
<td>Liaison between all parties</td>
</tr>
<tr>
<td>Satellite dish and Sat receiver (as required)</td>
<td>FIFA to supply specifications</td>
<td></td>
<td>Event Consortium to provide according to FIFA specifications</td>
</tr>
<tr>
<td>Screen cabling</td>
<td>FIFA will provide from screen up to 15 metres away</td>
<td>HC to approve supply of additional cabling</td>
<td>EC to provide additional cabling from screen to generator and facilities where required.</td>
</tr>
<tr>
<td><strong>STAGE</strong></td>
<td></td>
<td></td>
<td>Allow FIFA access to the venue for installation</td>
</tr>
<tr>
<td>Safe and secure stage (70 - 100sqm)</td>
<td>FIFA will provide stage including the installation and de-installation</td>
<td></td>
<td>Management and implementation of stage programme. As well as installation and de-installation of stage program related equipment</td>
</tr>
</tbody>
</table>
### Stage Director, Stage Manager and Venue Manager

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crash Barriers</td>
<td>EC to provide in front of the screen and stage. Dictated by overall security concept</td>
<td>To provide Stage Director, Stage Manager, and Venue Manager</td>
</tr>
</tbody>
</table>

### Sound and Light System (around stage and screen) For approx. 20,000 - 25,000 spectators

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound system, including mixer</td>
<td>FIFA will provide PA system with a capability including a basic monitor, audio equipment suitable for smaller music bands</td>
<td>Liaison between all parties after installation. Finalization of a working format with Sound providers i.e. use of PA system/Security announcements etc</td>
</tr>
<tr>
<td>Technical staff to operate and maintain the sound system</td>
<td>Technicians will be present for the entire event period (on site 1hr before opening doors and half an hour after closing doors)</td>
<td>Oversee liaison between all parties</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light system, including mixer</td>
<td>FIFA will provide light equipment for stage which includes a standard stage light with white lights as well as standard show light (probably including moving lights)</td>
<td>Oversee liaison between all parties</td>
</tr>
<tr>
<td>Technical staff to operate and maintain the light equipment</td>
<td>Technicians will be present for the entire event period (on site 1hr before opening doors and half an hour after closing doors)</td>
<td>Oversee liaison between all parties</td>
</tr>
</tbody>
</table>

### Cameras and Video Direction

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camera equipment</td>
<td>SABC to provide standard camera to film the stage content and to thereby put this on the screen. Camera must be “TV Standard”.</td>
<td></td>
</tr>
<tr>
<td>Video direction which sources the signal to the screen</td>
<td>FIFA will provide</td>
<td></td>
</tr>
<tr>
<td>Director and technical staff to operate and maintain</td>
<td>SABC to provide</td>
<td></td>
</tr>
<tr>
<td>Other technical camera equipment necessary to make up the adverts for the Broadcast Structure</td>
<td>Event Consortium to make up the adverts and provide to technical staff to flight according to the Broadcast Structure</td>
<td></td>
</tr>
</tbody>
</table>

### OTHER TECHNICAL EQUIPMENT/PERSONNEL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walkie Talkies</td>
<td>EC to provide as well as for use for FIFA Technical on-site staff</td>
<td></td>
</tr>
</tbody>
</table>
### Technical Personnel

| TYPE | PROVISION | SUPPLY | MANAGER
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FIFA will provide screen, stage, sound, light production team for around screen and stage only</td>
<td>EC to provide general technical personnel according to their needs to fulfill management function</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ADDITIONAL LIGHTING (other than around stage and screen lighting provided by FIFA)

| TYPE | PROVISION | SUPPLY | MANAGER
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All other lighting in Fan Park</td>
<td>HC will provide</td>
<td>EC to provide technical personnel to maintain electrical function</td>
<td></td>
</tr>
</tbody>
</table>

### BRANDING MATERIALS

| TYPE | PROVISION | SUPPLY | MANAGER
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials to clad the area surrounding the screen</td>
<td>FIFA to produce and install</td>
<td></td>
<td>Maintenance of screen branding</td>
</tr>
<tr>
<td>Materials to clad the area surrounding the stage</td>
<td>FIFA to produce and install</td>
<td></td>
<td>Maintenance of stage branding</td>
</tr>
<tr>
<td>Materials to clad the FOH and Delay Towers</td>
<td>FIFA to produce and install</td>
<td></td>
<td>Maintenance of FOH and Delay Towers</td>
</tr>
<tr>
<td>Materials to clad the perimeter fencing</td>
<td>FIFA to produce and install</td>
<td></td>
<td>Maintenance of perimeter fencing branding</td>
</tr>
<tr>
<td>Entrance gate brandings</td>
<td>HC will provide and erect</td>
<td></td>
<td>Maintenance of entrance gates branding</td>
</tr>
</tbody>
</table>

### Optional Additional Branding Materials

| TYPE | PROVISION | SUPPLY | MANAGER
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Towers</td>
<td>FIFA will provide templates</td>
<td>HC to produce</td>
<td>EC to co-ordinate and erect</td>
</tr>
<tr>
<td>Hospitality Area</td>
<td>FIFA will provide templates</td>
<td>HC to produce</td>
<td>EC to co-ordinate and erect</td>
</tr>
<tr>
<td>General</td>
<td>FIFA will provide templates</td>
<td>HC to produce</td>
<td>EC to co-ordinate and erect</td>
</tr>
</tbody>
</table>

### DIRECTIONAL SIGNAGE

| TYPE | PROVISION | SUPPLY | MANAGER
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outside Fan Park</td>
<td>HC to provide</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Fan Park</td>
<td>HC to provide in conjunction with EC</td>
<td></td>
<td>EC to provide functional signage as per HC further instructions</td>
</tr>
</tbody>
</table>

### OFFICE SPACE (PORTACABINS)

| TYPE | PROVISION | SUPPLY | MANAGER
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Office space for FIFA/LOC/ City operational staff</td>
<td>EC to provide according to final specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office space for Production team</td>
<td>EC to provide according to final specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office space for Security personnel</td>
<td>EC to provide according to final specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office space for FIFA Marketing Affiliates</td>
<td>EC to provide according to final specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>EC to provide according to final specifications</td>
<td></td>
</tr>
<tr>
<td>Backstage Offices</td>
<td></td>
<td>EC to provide according to final specifications</td>
<td></td>
</tr>
<tr>
<td>FIFA MA Storage facilities</td>
<td></td>
<td>EC to provide according to final specifications</td>
<td></td>
</tr>
<tr>
<td>Production Team Storage facilities</td>
<td></td>
<td>EC to provide according to final specifications</td>
<td></td>
</tr>
<tr>
<td>Event Consortium Office</td>
<td></td>
<td>EC to provide according to their specifications</td>
<td></td>
</tr>
</tbody>
</table>
### TOP STRUCTURE FACILITIES (and allocated areas)

<table>
<thead>
<tr>
<th>Facility Description</th>
<th>Who is to Provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIP Hospitality + 200 people</td>
<td>EC to provide x 1</td>
</tr>
<tr>
<td>Marketing Affiliate Exhibitions stand</td>
<td>MA will provide own installation</td>
</tr>
<tr>
<td>City Hospitality - 100 people</td>
<td>EC to provide x 1</td>
</tr>
<tr>
<td>Food and Beverage Stands - Marketing Affiliates</td>
<td>MA will provide own installation – Possible use of existing food and beverage outlet for use by McDonalds</td>
</tr>
<tr>
<td>Food and Beverage Stands - Master Concessionaire or Third Party F&amp;B supplier</td>
<td>EC to provide according to their specifications</td>
</tr>
<tr>
<td>Merchandising Stands (Global Brands/sub-licensee)</td>
<td>EC to provide according to FIFA specifications</td>
</tr>
<tr>
<td>Third Party Exhibitor/Cultural Fair stands</td>
<td>EC to provide according to their specifications</td>
</tr>
<tr>
<td>City Info Stands +- 30sqm each</td>
<td>EC to provide</td>
</tr>
<tr>
<td>Fan Embassy (includes Lost and Found) +- 30sqm</td>
<td>EC to provide</td>
</tr>
</tbody>
</table>

### PROFESSIONAL SERVICES TOP STRUCTURE FACILITIES (and allocated areas)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Who is to Provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA Police (will provide their own temporary facility)</td>
<td>EC to provide space for SA Police</td>
</tr>
<tr>
<td>Fire Department + JOC (Joint Operation Centre)+-30 people</td>
<td>EC to provide according to final specifications</td>
</tr>
<tr>
<td>First Aid Facilities</td>
<td>EC to provide according to final specifications</td>
</tr>
<tr>
<td>Technical and IT</td>
<td>EC to provide according to final specifications</td>
</tr>
<tr>
<td>Cleaning</td>
<td>EC to provide according to their specifications</td>
</tr>
<tr>
<td>Waste Management</td>
<td>EC to provide x 1 office and sorting area of 100sqm</td>
</tr>
<tr>
<td>Security</td>
<td>EC to provide according to their specifications</td>
</tr>
<tr>
<td>Press/Media Centre</td>
<td>EC to provide x 1</td>
</tr>
</tbody>
</table>

### ALLOCATED AREAS (No Top Structure required)

<table>
<thead>
<tr>
<th>Area Description</th>
<th>Who is to Manage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children’s playground (includes Lost and Found)</td>
<td>EC to manage</td>
</tr>
<tr>
<td>Family area</td>
<td>EC to manage</td>
</tr>
<tr>
<td>Elderly and disabled</td>
<td>EC to manage</td>
</tr>
</tbody>
</table>
## PERMITS

<table>
<thead>
<tr>
<th>Necessary permits for installation of infrastructure</th>
<th>HC to process</th>
<th>EC to provide according to their scope of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Necessary permits for working hours</td>
<td>HC to process</td>
<td>EC to apply to HC for the necessary permits according to their scope of work</td>
</tr>
<tr>
<td>General permits required to operate Fan Park</td>
<td></td>
<td>EC to apply to HC for the necessary permits according to their scope of work</td>
</tr>
</tbody>
</table>

## INSURANCE

<table>
<thead>
<tr>
<th>Property Insurance for all technical equipment against damage (weather, vandalism etc)</th>
<th>EC to provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability insurance</td>
<td>EC to provide</td>
</tr>
</tbody>
</table>

## OPTIONAL ADDITIONAL INFRASTRUCTURE

<table>
<thead>
<tr>
<th>Grandstand with reserved seating/Tribune</th>
<th>HC to provide Top Structure</th>
<th>Maintenance, manage and sell sponsorship rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospitality area</td>
<td>HC to provide power/water supply</td>
<td>Provision of all Top Structure facilities for this function</td>
</tr>
<tr>
<td>Artificial turf five-a-side football pitches</td>
<td>HC will allocate an area in Fan Park for this</td>
<td>EC to provide all Top Structure facilities</td>
</tr>
<tr>
<td>Cooking area for local producers (pap and vleis etc)</td>
<td>HC to provide water supply</td>
<td>EC to provide all Top Structure facilities</td>
</tr>
<tr>
<td>Other</td>
<td>Depends on HC</td>
<td>EC to provide additional infrastructure which may or may not be needed and which is not listed in this schedule</td>
</tr>
</tbody>
</table>

## SANITATION FACILITIES

<table>
<thead>
<tr>
<th>Portable toilets (male and female)</th>
<th>HC to provide</th>
<th>EC to provide management services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Childcare facilities</td>
<td>HC to provide</td>
<td>EC to provide management services</td>
</tr>
<tr>
<td>Cleaning services</td>
<td></td>
<td>EC to provide total cleaning services</td>
</tr>
</tbody>
</table>

## ELECTRICITY SUPPLY

<table>
<thead>
<tr>
<th>Supply for light and sound beside the stage</th>
<th>HC to provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply to video screen</td>
<td>HC to provide</td>
</tr>
<tr>
<td>Supply to offices</td>
<td>HC to provide</td>
</tr>
<tr>
<td>Extension cords</td>
<td></td>
</tr>
<tr>
<td>Stand-by-generator to service Fan Park in case of power cut</td>
<td>HC to provide</td>
</tr>
</tbody>
</table>

## WATER FACILITIES

<table>
<thead>
<tr>
<th>Supply of water at the venue</th>
<th>HC to provide</th>
<th>EC to monitor consumption and control abuse</th>
</tr>
</thead>
</table>

## INSTALLATION EQUIPMENT

<p>| Fork lifts                  | FIFA to provide | |
|-----------------------------|-----------------|</p>
<table>
<thead>
<tr>
<th>Crane</th>
<th>FIFA to provide</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Floodlights</td>
<td>FIFA to provide</td>
<td></td>
</tr>
</tbody>
</table>

**MANAGEMENT AND TECHNICAL STAFF**

<table>
<thead>
<tr>
<th>Employment arrangements that conform with labour law</th>
<th>EC to provide for their scope of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accreditation</td>
<td>EC to provide for their scope of work</td>
</tr>
<tr>
<td>Accommodation in hotels close to Fan Park</td>
<td>EC to provide</td>
</tr>
</tbody>
</table>

**FIRST AID**

<table>
<thead>
<tr>
<th>Facilities</th>
<th>EC to provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff</td>
<td>EC to provide</td>
</tr>
</tbody>
</table>

**PERIMETER FENCING**

<table>
<thead>
<tr>
<th>Completely enclosing the Fan Park</th>
<th>HC to provide</th>
<th>Maintenance of the fence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Less than two metres high</td>
<td>HC to provide</td>
<td></td>
</tr>
<tr>
<td>Constructed with several entrances and access control points</td>
<td>HC to provide</td>
<td></td>
</tr>
</tbody>
</table>

**GENERAL AREAS**

<table>
<thead>
<tr>
<th>Crash Barriers</th>
<th>EC to provide according to final security concept</th>
</tr>
</thead>
</table>
### Note 3: Overview Marketing Rights

#### 2.1.8.26 Basic Standard Rights

Basic recognition for all FIFA Marketing Affiliates across all Fan Park in South Africa

<table>
<thead>
<tr>
<th>Right</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint Branding and recognition</td>
<td>Logo strip at entrance gates, fence dressing, partner/sponsor towers, FOH/Delay towers, print material produced by FIFA/Cities, Fan Park section on FIFA.com</td>
</tr>
</tbody>
</table>

#### 2.1.8.27 General Premium Rights (Additional Standard Rights)

Offered by FIFA to the FIFA Marketing Affiliates across all Fan Park in South Africa

<table>
<thead>
<tr>
<th>Right</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Screen and Stage Branding and recognition</td>
<td>Brand prominently placed around the giant screen and the stage</td>
</tr>
<tr>
<td>Additional, Exclusive On-Site Branding</td>
<td>Branding and recognition at other key locations on-site</td>
</tr>
<tr>
<td>Commercial Display</td>
<td>250 square meters at each Fan Park venue, Right to sample print material</td>
</tr>
<tr>
<td>On-stage Entertainment</td>
<td>5-15 minute stage / screen slot per day</td>
</tr>
<tr>
<td>On-screen advertisements</td>
<td>Two 30-seconds spots per match. 45-seconds Fan Park Sponsorship recognition at half-time for each match</td>
</tr>
<tr>
<td>Composite Logo / Designations / Look and Feel</td>
<td>Use of the Fan Park Composite logo, designations and look and feel (pending on availability) for promotional purposes</td>
</tr>
<tr>
<td>Sole and exclusive Programmes</td>
<td>Sole and exclusive programme on a first come-first-serve basis</td>
</tr>
<tr>
<td>Tribune and hospitality</td>
<td>10 tribune tickets and 6 hospitality passes for all matches, if tribunes and/or hospitality facilities are available</td>
</tr>
<tr>
<td>Other</td>
<td>First right of negotiation for commercial inventory (such as advertisement space) at Media Supporters, Right to negotiate extended sponsorship packages with the individual Cities</td>
</tr>
</tbody>
</table>
2.1.8.28 Title Sponsor Rights

In addition to the above "General Premium Rights", one FIFA Marketing Affiliate will be offered title sponsorship rights across all Fan Park in South Africa. The additional rights for the title sponsorship include the following:

a. the designation "Presented by..." together with the Company logo will be integrated into:
   b. the top banner of the screen and stage scaffoldings
   c. the side wings of the screen and stage scaffoldings
   d. all official print publications (created by FIFA or the Cities),
   e. the Fan Park South Africa programme
   f. the Fan Park South Africa section of FIFA.com
   g. the Fan Park South Africa website operated by the City
   h. Use of the Screen and Stage for entertainment programme (altogether 20 minutes stage / screen slot per day instead of 5-15 minutes)
   i. 4 x 30" advertisements on the giant screen around the broadcast of each match

<table>
<thead>
<tr>
<th>Right</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Screen and Stage Branding and recognition</td>
<td>the designation &quot;Presented by...&quot; together with the Company logo will be integrated into:</td>
</tr>
<tr>
<td></td>
<td>the side wings of the screen and stage scaffoldings</td>
</tr>
<tr>
<td></td>
<td>all official print publications (created by FIFA or the Cities),</td>
</tr>
<tr>
<td></td>
<td>the Fan Park South Africa programme</td>
</tr>
<tr>
<td></td>
<td>the Fan Park South Africa section of FIFA.com</td>
</tr>
<tr>
<td></td>
<td>the Fan Park South Africa website operated by the City</td>
</tr>
<tr>
<td>On-stage Entertainment</td>
<td>a 20 minute screen stage slot per day (increased from 5-15 minute)</td>
</tr>
<tr>
<td>On-screen advertisements</td>
<td>Two additional 30-seconds spots per match (Total is four)</td>
</tr>
</tbody>
</table>

2.1.8.29 Venue-Specific Premium Rights (Additional, Individual Venue-specific rights)

Venue-specific activation rights and specific City promotion activities offered by the Cities to the Fan Park Sponsors

<table>
<thead>
<tr>
<th>Right</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Branding</td>
<td>Additional venue-specific on-site branding, i.e. individual on-site branding opportunities within the Reserved Fan Park Area and the General Fan Park Area (such as flags, billboards or special advertisement on towers, bridges, buildings);</td>
</tr>
</tbody>
</table>
### 2.1.8.30 Third Party Exhibitor Rights

Offered by the City to Third Party Exhibitors (National Third Parties not competing with the FIFA Marketing Affiliates)

<table>
<thead>
<tr>
<th>Right</th>
<th>Description</th>
</tr>
</thead>
</table>
| Commercial Display         | Commercial display space within the General Fan Park Area  
                           |   Right to sample print material  
                           |   Right of "Second Selection" of space location of Commercial Display area after FIFA  
                           |   Marketing Affiliates.  
                           |   No space may be granted by a City to a Third Party exhibitor without prior FIFA  
                           |   approval.                                                                                                          |
| On-stage Entertainment     | Access to the stage to run an entertainment programme outside of the Protected  
                           |   Time Window.  
                           |   Right of "Second Selection" of time slots after the FIFA Marketing Affiliates                                                                                           |
| On-screen advertisements   | On-screen advertisements on the Giant Screen, outside of the Protected Time Window as established around the broadcast of live matches, as defined in Section  
                           |   12 (Broadcast structure)  
                           |   Right of "First Selection" of time slots after FIFA Marketing Affiliates                                                                                            |
| Tribune and hospitality    | Second right to purchase tickets (after FIFA Marketing Affiliates)                                                                                                                                   |

**Note:** The rights package for Third Party Exhibitors does **NOT** include any branding rights and off-site promotional rights, i.e. a Third Party Exhibitor shall not be entitled to conduct any promotional activities outside of the Fan Park location. The Third Party Exhibitor may NOT use the Fan Park City logo at all.
Note 4: Overview Official Broadcaster Rights & Contributions

(All rights and contributions subject to change based on final negotiations)

2.1.8.31 Official Broadcaster Rights

Screen and Stage Surround Branding

i. The Company logo of SABC, and designation “Official Broadcaster” will appear in a prominent position, on the side wings of the stage and on the screen scaffolding, clearly visible for the spectators watching the screens and on the TV feed when zooming in on the screen/stage. In some Cities the screen will be integrated into the stage. In this case there is no separate screen scaffolding available.

Additional on-Site Branding / Print Material

I. The Company logo of SABC will appear at other key locations on-site, such as fence dressing, additional sponsor towers, delay/FOH towers (exact details to be determined once the final set up of the locations is decided).

II. The Company logo of SABC will be integrated in all official print publications (created by FIFA or the Cities), the Fan Park programme and on FIFA.com.

III. Designations / Fan Park Logo / Look and Feel

IV. SABC shall have the right to use the following designations:

V. Official Broadcaster of the Fan Park

VI. Official Radio Broadcaster of the Fan Park

VII. SABC may further use their Company logo in conjunction with the Fan Park South Africa composite logo, thus connecting its logo to the Fan Park Guidelines for the use of the Fan Park logo will be provided at a later stage. All use of logos for promotional purposes only.

Exclusivity

I. FIFA will not grant the rights to use the official designation, Fan Park logo, or any other on-site and off-site branding in respect of the Fan Park South Africa to any other broadcaster based in South Africa during the letter of this agreement

II. Access and broadcast rights from the Fan Park are non-exclusive.
COMMERCIAL DISPLAY/ACTIVATION SPACE

I. SABC shall receive on average a 200 square metre space for commercial display at each Fan Park location, the location permitting such size. In instances where the location of the Fan Park is not large enough to accommodate an area of this size, additional space will be sought in those locations with excess space available.

ON-SCREEN ADVERTISEMENTS

I. SABC will be granted one (1) 30-second on-screen advertisement spot in each participating venue, for each match. The advertisement spot will be shown during the FIFA protected time window.

2.1.8.32 OFFICIAL BROADCASTER CONTRIBUTIONS

SUPPLY OF TV SIGNAL

I. SABC will supply a commercial-free signal to all Fan Park venues, to be used for broadcast on all giant screens. The signal will be specially prepared and provided free of charge via satellite by SABC.

II. The signal will be provided for all 64 matches, including all ceremonies.

FAN PARK PROMOTION

I. Fan Park dedicated advertising spots to be allocated from the existing FIFA/ SABC advertising inventory for both television and radio promotion.

II. SABC to flight advertisements across all national TV stations (4) and regional and national radio stations (18), as per the agreed “Promotion Strategy and Schedule”.

III. Regional radio stations to partner with the Fan Park in their local city wherever possible. FIFA to initially facilitate this process, with operational details to be negotiated directly with the Cities. Final approval with regards to all branding and logos to rest with FIFA.

FAN PARK LIVE BROADCASTS

I. SABC will provide three Outside Broadcast Vans (OBV’s) for the purposes of live broadcasts from the Fan Park.

II. All platforms (SABC Sport, SABC News etc) may carry out live broadcasts from the Fan Park provided such detail is included in the “Live Broadcast Strategy and Schedule” and approved by FIFA.

III. Should SABC wish to setup permanent on-site studios at one or more Fan Park locations, all negotiations for the space for such sites to be negotiated directly with the applicable Cities.

IV. A daily Fan Park programme which provides highlights of the day’s events across the country may be developed and screened by SABC according to their wishes.

FAN PARK ENTERTAINMENT PROGRAMME SUPPORT

I. SABC to provide (free of charge to FIFA and Cities) SABC TV and radio personalities as moderators and Master of Ceremonies (MC’s) for the Fan Park Entertainment Programme.

II. Moderators and MC’s can either be dedicated to a site, or roving. Local radio personalities belonging to partner radio station (if applicable) to be used wherever possible.

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 2: Scope of Works
Reference no SP2010/EV/001
Fan Park Basic Infrastructure

I. SABC to provide (free of charge to FIFA and Cities) camera and production equipment and personnel as per the following table:

<table>
<thead>
<tr>
<th>Contribution Details</th>
<th>Number</th>
<th>Period</th>
<th>Venues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cameramen</td>
<td>Two (2) persons per venue</td>
<td>Duration of 2010 FIFA World Cup ™</td>
<td>All Venues</td>
</tr>
<tr>
<td>Cameras</td>
<td>Two (2) cameras per venue</td>
<td>Spec to be finalised – broadcast quality.</td>
<td></td>
</tr>
<tr>
<td>Video Director</td>
<td>One (1) person per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Video Direction, consisting out of Mixing Desk, Players etc.</td>
<td>One (1) per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Support</td>
<td>One (1) person per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Porta Cabin for Production</td>
<td>One (1) per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional television lighting (optional)</td>
<td>One (1) per venue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Manager</td>
<td>One (1) person per venue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. Space for portacabins in addition to Commercial display space, and to be provided free of charge by the Cities.

III. The Cities will ensure the availability of utilities (such as electricity, water and power) necessary to operate the portacabins. SABC shall be responsible to bear the reasonable costs for the use and consumption of such utilities.

IV. Security for the Fan Park sites will be provided by the Cities on a 24 hour basis. Any additional security required specifically by SABC will be for SABC’s account.

Fan Park Archive Footage

I. SABC to provide (free of charge to FIFA and Cities) football-related archive footage for broadcast on the giant screens as part of the Entertainment programme.

II. All footage provided to be commercial-free.
NOTE 5: RUN-DOWN TEMPLATE FOR BIG SCREEN ADVERTISING SALES

**Example 1**

<table>
<thead>
<tr>
<th>BROADCAST STRUCTURE - TIME WINDOWS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For Days with 3 matches</strong></td>
</tr>
<tr>
<td><strong>TIME</strong></td>
</tr>
<tr>
<td><strong>MINUTES</strong></td>
</tr>
<tr>
<td><strong>DETAIL</strong></td>
</tr>
<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>Fan Park Opens @ 12:00</td>
</tr>
<tr>
<td>Times available for Event Consortium to sell</td>
</tr>
<tr>
<td>12:00 - 13:00 60 min</td>
</tr>
<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>13:00 - 13:15 15 min</td>
</tr>
<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>Protected Time Window</td>
</tr>
<tr>
<td>Start of Protected Time Window @ 13:15</td>
</tr>
<tr>
<td>13:15 - 13:30 15 min</td>
</tr>
<tr>
<td>Start of the Protected Time Window 15 minutes before kick-off</td>
</tr>
<tr>
<td>13:22 - 13:30 8 min</td>
</tr>
<tr>
<td>Fan Park Sponsors Broadcast Sequence starts 8min before Kick-off time within the 15min of the Time Protected Window</td>
</tr>
<tr>
<td>Match 1</td>
</tr>
<tr>
<td>Kick-off starts @ 13:30</td>
</tr>
<tr>
<td>13:30 - 14:15 45 min</td>
</tr>
<tr>
<td>1st Half</td>
</tr>
<tr>
<td>14:15 - 14:30 15 min</td>
</tr>
<tr>
<td>Half Time</td>
</tr>
<tr>
<td>14:30 - 15:15 45 min</td>
</tr>
<tr>
<td>2nd Half</td>
</tr>
<tr>
<td>Final Whistle @ 15:15</td>
</tr>
<tr>
<td>Protected Time Window</td>
</tr>
<tr>
<td>End of Protected Time Window 10 min after final whistle</td>
</tr>
<tr>
<td>15:15 - 15:25 10 min</td>
</tr>
<tr>
<td>End of the Protected Time Window after match</td>
</tr>
<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>Times available for Event Consortium to sell</td>
</tr>
<tr>
<td>15:25 - 15:45 20 min</td>
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<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>Protected Time Window</td>
</tr>
<tr>
<td>Start of Protected Time Window @ 15:45</td>
</tr>
<tr>
<td>15:45 - 16:00 15 min</td>
</tr>
<tr>
<td>Start of Protected Time Window 15 minutes before kick-off</td>
</tr>
<tr>
<td>15:52 - 16:00 8 min</td>
</tr>
<tr>
<td>Fan Park Sponsors Broadcast Sequence starts 8min before Kick-off time within the 15min of the Time Protected Window</td>
</tr>
<tr>
<td>Match 2</td>
</tr>
<tr>
<td>Kick-off starts @ 16:00</td>
</tr>
<tr>
<td>16:00 - 16:45 45 min</td>
</tr>
<tr>
<td>1st Half</td>
</tr>
<tr>
<td>16:45 - 17:00 15 min</td>
</tr>
<tr>
<td>Half Time</td>
</tr>
<tr>
<td>17:00 - 17:45 45 min</td>
</tr>
<tr>
<td>Second Half</td>
</tr>
<tr>
<td>Final Whistle @ 17:45</td>
</tr>
<tr>
<td>Protected Time Window</td>
</tr>
<tr>
<td>End of Protected Time Window 10 min after final whistle</td>
</tr>
<tr>
<td>17:45 - 17:55 10 min</td>
</tr>
<tr>
<td>End of the Protected Time Window after match</td>
</tr>
<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>Times available for Events Company to sell</td>
</tr>
<tr>
<td>17:55 - 20:15 2hrs 20 min</td>
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<td>Events Company</td>
</tr>
<tr>
<td>Protected Time Window</td>
</tr>
<tr>
<td>------------------------</td>
</tr>
<tr>
<td>20:15 - 20:30</td>
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<td>20:22 - 20:30</td>
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<tr>
<td>Match 3</td>
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<td>22:15 - 22:25</td>
</tr>
<tr>
<td>Event Consortium</td>
</tr>
<tr>
<td>22:25 - 23:30</td>
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**Example 2**

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<tbody>
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<td>Action/Situation</td>
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<td>Protected Time Window in minutes</td>
<td>Match times in minutes</td>
<td>FIFA MA time in minutes</td>
<td>FIFA Fan Fest Sponsors time in minutes</td>
<td>City</td>
</tr>
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<td>12:00</td>
<td>13:00</td>
<td>Fan Park Event Consortium to sell space here</td>
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<td>13:00</td>
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<td>Event Consortium to sell space/fill with 3rd party exhibitors etc</td>
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<td>13:15</td>
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<td>13:22</td>
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<td>17:45</td>
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<td>Half time</td>
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<td>22:25</td>
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<td>Event Consortium to sell space</td>
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</tr>
</tbody>
</table>

**Note:** Event Consortium will receive final headings here:

**Example 2**

Fan Park World Cup 2010

2 Durban 3 Match Days

13:30/16:00/20:30

Date:

---

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality

Part 2: Scope of Works

Reference no SP2010/EV001
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</thead>
<tbody>
<tr>
<td>12:00</td>
<td>12:30</td>
<td>Fan Park Opens. Event Consortium to sell space here</td>
<td></td>
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</tr>
<tr>
<td>12:30</td>
<td>12:45</td>
<td>Event Consortium to sell space/fill with 3rd party exhibitors etc</td>
<td></td>
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<td>15:00</td>
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</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Note: Event Consortium will receive final headings here:</th>
<th>Eg:</th>
<th>Eg:</th>
<th>Eg:</th>
<th>Eg:</th>
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</tr>
</thead>
</table>

Fan Park World Cup 2010

Durban - 2 Match Days

13:00/16:00

Date:
<table>
<thead>
<tr>
<th>Time</th>
<th>Event Description</th>
<th>Duration</th>
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<tbody>
<tr>
<td>17:00</td>
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<td>18:00</td>
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<tr>
<td>20:00</td>
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</tr>
<tr>
<td>21:00</td>
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<tr>
<td>22:00</td>
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</tr>
<tr>
<td>22:30</td>
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**Media Spots**
- Minutes: 490, 50, 210
- Other
## Sample 4

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<th>Start</th>
<th>Finish</th>
<th>Action/Situation</th>
<th>Time slot Events</th>
<th>Protected Time Window in minutes</th>
<th>Match times in minutes</th>
<th>FIFA MA time in minutes</th>
<th>FIFA Fan Fest Sponsors time in minutes</th>
<th>City</th>
<th>Media Supporters</th>
</tr>
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<tbody>
<tr>
<td>12:00</td>
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<td>13:00</td>
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<td>Event Consortium to sell space/fill with 3rd party exhibitors etc</td>
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<td>Event Consortium to sell space/fill with 3rd party exhibitors etc</td>
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<td>15:00</td>
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<td>Event Consortium to sell space/fill with 3rd party exhibitors etc</td>
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| Other     |          |                                   |                  |                                  |                        |                               |                                       |      |                  |
2.2 Scope of Work - Beach Festival

2.2.1 Background and Objectives
The City of Durban intends to take advantage of the once-off tourism marketing opportunity created by the 2010 FIFA World Cup to both enhance the tourism offering and aggressively profile the City as a world class destination. Through this initiative the City intends to add to the overall entertainment offering currently in place at the Fan Park by extending the fun experiences along the entire Beachfront area, as well as offering other opportunities of viewing the 2010 World Cup matches.

The City wishes to implement a series of sporting and lifestyle activities that will be used to improve the mind and mood of the entire Beachfront area. These activities will be located all along the Beachfront promenade providing an array of music and laughter along the route from uShaka Marine Park all the way to the new Moses Mabhida Stadium.

2.2.2 Beach Festival Concept
The Durban 2010 Fan Park on the beachfront is a unique project aimed at providing extensive international and national exposure for Durban. In addition, the Durban Beach Festival is an annual event providing an array of fun lifestyle activities for all visitors to the area, and will add value to the area as a whole.

From our unique blend of culture, art and craft, warm all-year round climate and the famous swimming and surfing beaches, to beach spa’s, hospitality areas and family zones, the area will provide a wide variety of entertainment and will be fully equipped with all infrastructure and necessary services to provide visitors with an unforgettable Durban experience.
2.2.3 **Beach Festival Deliverables**

a. To host a fun, enjoyable and successful Beach Festival;
b. To enhance unity in Durban, the Beach Festival should reflect the diversity of cultures in Durban, perhaps event with the inclusion of international components;
c. To showcase Durban as a world-class city, by staging a world-class event;
d. Build Durban’s brand as a world-class city that is capable of staging international events.
2.2.4 **Beach Festival Components**

a. Beach sports such as beach soccer, beach volleyball, and beach games can take place at various key beach areas, as well as some educational yet fun water sports such as learning to surf, body board etc can also take place at key identified areas.

b. Other marine water sport expos and yachting activities should also be included to coincide with key world cup football matches and this will enhance the pristine marine offering that is available in Durban.

c. Al Fresco dining areas on the certain beach areas provides an opportunity for locals and visitors to experience the “flavours” of Durban. The Al Fresco dining area must be supported with entertainment by local artists. Conceptual proposal, procurement strategy (possible appointment of food and beverage concessionaire), cleansing and waste management plan, clear operational plan must be provided.

d. Family Zone (big screen for match viewing) – supported with fun family activities (no alcohol to be sold in this areas), food and beverage concession

e. Hospitality facility - fully kitted out five star facility to be set-up at the Amphitheatre area, offering both the local corporate/businesses the opportunity to host guests in the facility, or members of the public being given an opportunity to visit a sophisticated yet ambient facility on the beach to enjoy the views, the matches and good food and entertainment. Hospitality packages need to be provided on approach to local business and ticket entry will be required for members of the public.

f. Hospitality plan to include design and layout, management structure and operational plans of the hospitality area, ticketing plan, financial proposal (hospitality packages) and a marketing strategy for local business and public buy-in

g. Entertainment in the form of support entertainment at all areas, as well as a fun carnival type daily programme, together with local street entertainment at various areas along the promenade. A conceptual programme proposal will be required, together with all technical requirement and operational structure.
2.2.5 Pedestrian Walk Route: Centrum Site to Beachfront Promenade

Concept to be created for the implementation of fun activities en route from the Centrum Parking site to the beach front area. These activities should include the inclusion of local art and craft traders, informal street entertainers, as well as the provision of mobile food and beverage outlets.

All informal trading will need to comply with the City’s license registration prior to acceptance.

2.2.6 Pavilion Site – Destination Market

A Destination Market, inclusive of local art and craft traders, will be established at the Pavilion Site. Here, a number of registered traders will be able to trade with the public in a controlled and well managed area. The traders will be hosted in a temporary structure on this site.

The set-up and management of the Destination Market will be the responsibility of the City, but the support area and lead up to this area will be the responsibility of the Event Consortium contracted to the Durban Beach Festival.

2.2.7 Pavilion Site – Meet and Greet Area

Adjacent to the Destination Market area, a proposed meet and greet zone will be set-up. This zone includes an Information area for all visitors to the beachfront, as well as an overflow area for equipment, storage facilities, mobile food and beverage outlets and more.

2.2.8 Initial Planning

a. Identifying and setting the key objectives of the City in hosting the Beach Festival;

b. Strategy and Tactics – preparation of an overall concept and design based on the interpretation of the documentation, and a programme and theme which is consistent to the 2010 World Cup and in keeping with the City’s brand identity – “The Warmest Place to be for 2010”;

c. Initiate a risk assessment and list any known hazards and control measures;

d. Establish details of the event site, sizes, access points, usage of the various areas and facilities, entry and exit points and the development of an event operational plan taking into account services to be provided to the event by the City;

e. Identifying key areas/size of areas for the staging of the various activities and identifying the service requirements in each of these areas e.g. electrical, water etc;

f. Conceptualizing and implementing a communication plan in support of the Beach Festival;

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 2: Scope of Works
Reference no SP2010/EV001
g. Conceptualizing all event elements include the sourcing of such elements and the operational planning in respect of implementing all these elements;

h. Initiation and preparation of scale drawn site plans indicating the internal and external implementation of all necessary construction elements. List of all temporary structures is required, together with a construction programme, including lead times to procure, erect, maintain, disassemble and if required, disposal or recycling. Procurement strategy, detailed construction plan, full financial details and budget;

i. Site plans must also indicate: vehicle access routes to the area; motor vehicle parking areas; taxi and bus drop-off points; pedestrian entrance areas into the area; security deployment in and out of the area; emergency exit points; ablution facilities; medical facilities; stage and screen placement; storage areas; food and beverage concession outlets; fencing; additional ablution facilities; hospitality area etc;

j. Signage Plan;

k. Initiation of Safety and Security plans encompassing all aspects of the Beach Festival;

l. Provision of a comprehensive emergency plan;

m. Adherence to all rules and regulations in terms of use of the beachfront area as the Beach Festival location;

### 2.2.9 Services and Facilities to Support the Beach Festival

a. Transport plan to and from the area;

b. Parking plan for the different modes of transport: motor vehicles/taxis/busses;

c. Private Security plan;

d. Cleaning service;

e. Additional electrical, power supply and distribution;

f. Consistent water supply/drinking water;

g. Waste Management plan (2 bin system – wet and dry waste);

h. Entertainment programme;

i. Sports and lifestyle programme;

j. Music rights;

k. Branding (branding opportunities for the City of Durban and other third parties to be identified and a branding plan to be prepared for approval by FIFA prior to finalization);

l. Directional signage;

m. Accreditation of all service providers/staff and visitors etc;

n. Public Liability Insurance;
2.2.10 SAFETY AND SECURITY PREPARATION AND PLANNING

The Event Consortium is required to appoint a Safety Coordinator to initiate and manage the Safety Plan. The Plan will include areas as indicated below but is not limited to:

a. Overall Safety Policy in accordance with the SAPS;

b. Risk Assessment of the areas;

c. Individual Safety Plan per area (inclusive of inner and outer safety);

d. Crowd Management procedures;

e. Emergency response plan;

f. Emergency evacuation plan including fire safety measures, bomb threats, etc;

g. First Aid Plan;

h. Health Plan;

i. Communication plan in the event of incidents.

In addition to the aforementioned detailed scope of work, the Event Consortium will also be required to manage the following processes and the Human Resource Management Structure must factor into this planning:

I. Environmental Plan;

II. Certificates of compliance and licenses;

III. Media Management;

IV. Rain Plan;

V. Protocol Plan.

2.2.11 MARKETING

The theme of the communication campaign must be in line with the overall City of Durban 2010 campaign – “The Warmest Place to be for 2010” - and should create awareness; provide the necessary information regarding the programme of activities, the opening and closing times, the facilities on offer, matches that can be viewed in hospitality area and family area, as well as the entertainment programme along the promenade and at the al fresco dining areas.

2.2.12 MANAGEMENT REQUIREMENTS

The Event Consortium appointed will need to have significant experience in the area of entertainment event management. The responsibilities will include inter alia, the management of the event as well as providing an effective marketing strategy.
2.3 SCOPE OF WORK: PUBLIC VIEWING

2.3.1 BACKGROUND AND OBJECTIVES

In support of broader public participation in association with the 2010 FIFA World Cup, and creating greater inclusivity within the municipal boundaries of the City for the football-loving public, two official Public Viewing areas will be established. These Public Viewing areas will enable the public to experience firsthand the hype and excitement around the games and create economic opportunities for small business in the local vicinity.

The City of Durban has prioritized two non-commercial public viewing areas. These two areas will be managed by the Event Consortium appointed by the City of Durban.

The Event Consortium's responsibility will be to initiate, implement and project manage the two identified Non-Commercial Public Viewing areas.

In respect of the Public Viewing Area's budget, the Event Consortium will be required to prepare a detailed budget per area which must be approved by the Strategic Projects Unit. The Event Consortium will be responsible for the management of the budget and coordination of the payment procedures, culminating in producing a full and final reconciliation.
Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality

Part 2: Scope of Works

Reference no SP2010/EV/001
2.3.2 **Non-Commercial Public Viewing Area: Regulations**

Public Viewing areas are categorized as either Commercial or Non-Commercial events, with specific conditions associated with each of these designations. An event is considered a “Public Viewing Event” if at such event, broadcast coverage of the Competition (FIFA 2010 World Cup) is made available for exhibition to, and viewing by, an audience (whether members of the general public or otherwise) in any place other than a private dwelling, including at cinemas, bars, restaurants, stadia, open spaces, offices, construction sites, oil rigs, water-borne vessels, buses, trains, armed services establishments, educations establishments and hospitals.

A Public Viewing Event is considered a “Non-Commercial Public Viewing Event” if the person or entity who organizes and/or stages it (the “Exhibitor”) does NOT stage it for commercial purposes. An Exhibitor is considered to stage a Public Viewing Event for commercial purposes if, for example:

- A direct or indirect admission fee is charged for the exhibition of the broadcast coverage; and/or
- Sponsorship or other rights of association are exploited in relation to such event.

The City of Durban has identified the establishment of two Non-Commercial Public Viewing areas.

The Non-Commercial Public Viewing areas do include certain regulations in relation to the 2010 FIFA World Cup and cover:

### 2.3.2.1 Access to Broadcast Coverage:

SABC must be used as the official broadcaster and the access to such broadcast coverage will be the responsibility of the appointed Event Consortium.

### 2.3.2.2 Third-Party Licenses/Permissions/Consents

The Event Consortium is responsible for obtaining any licenses, permissions and/or consents required for the Public Viewing Event including dealing with relevant collective licensing authorities, regulatory authorities (in relation to safety and security matters and any other third parties whose consent, permission or license may be required for the staging of the Public Viewing Event).

### 2.3.2.3 Exercise of Rights – No Delays or Replays

Broadcast coverage of the Competition must be exhibited on a live basis only. Delayed and repeat exhibitions of such broadcast coverage are strictly prohibited. Broadcast coverage of the Competition must be exhibited in its entirety without any cuts, alterations, deletions, modifications, superimpositions, insertions of “crawler” messages, “squeezes”, on-screen identifications or any other alterations or modifications of whatsoever nature.

### 2.3.2.4 Sponsorship – No Association by a Third Party to the Competition/FIFA

Public Viewing Event organizers shall not do, nor authorize to be done, anything which, in FIFA’s opinion, may give rise to the belief that any third parties are in any way officially associated with FIFA and/or the Competition. No sponsorship or other
direct or indirect rights of association in connection with a Public Viewing Event (for example the use of flags, advertising boards, branding around the screen or on print material and/or naming rights to a Public Viewing Event).

2.3.2.5 **Sale of Goods and Services (Concessions)**

Third parties may be authorized to sell food and beverages or other goods or services, but the sale of these goods or services at the Public Viewing Event shall not be conducted in such a manner which gives rise to the belief that such a third party is in any way officially associated with FIFA, the Competition or the Public Viewing Event.

2.3.2.6 **No alterations to broadcasts**

Any broadcast sponsorship and/or commercial airtime elements contained in the broadcast coverage of the Competition used at a Public Viewing Event must not be obscured or otherwise replaced with any other commercial content at any stage of the broadcast coverage.

The broadcast of any match coverage of the Competition shall be shown from ten (10) minutes prior to kick off, during and until ten (10) minutes after the completion of the match without any alteration, additions or deletions.

2.3.2.7 **No use of competition marks:**

All copyright and intellectual property rights subsisting in, and all goodwill associated with, the official Competition emblem, title and logos (including the mascot and the trophy), (“Competition Marks”) are exclusively owned by FIFA and protected by law. Except for use of the words “World Cup” in a standard font for the sole purpose of informing members of the public of the time and place of a Public Viewing Event, the use of any Competition Mark or any part thereof or any symbol, emblem, logo, mark or designation or other association is not authorized.

2.3.2.8 **No admission fee on entrance to the Non-Commercial Public Viewing Event**

No direct or indirect admission fee for the exhibition of the broadcast coverage of the Competition at a Non-Commercial Public Viewing Event.

2.3.2.9 **No License/Authorization**

Free license automatically granted to Non-Commercial PVA’s

Non-Commercial Public Viewing Events do not require any application to FIFA for a physical license to exhibition broadcast coverage of the Competition, and a free license is automatically granted by FIFA but which is subject to the full compliance with the regulations as detailed herein.

If the FIFA regulations are not adhered to in terms of the Non-Commercial Public Viewing Event, the automatic broadcast license granted by FIFA is automatically terminated.
2.3.3 Non-Commercial Public Viewing Event Location and Site Inclusions

2.3.3.1 Public Viewing Area A - King Zwelithini Stadium

a) Situated 20km south of the Durban CBD and 3km from Durban’s International Airport.
b) Close to KwaManyandu Station and the D-Section shopping centre
c) Good road access to the stadium
d) Taxi and Bus drop off areas adjacent to the stadium
e) CCTV cameras in the precinct of the stadium
f) 10 000 seater stadium
g) Parking facilities on site at the stadium for approximately 350 motor vehicles
h) Western Grandstand includes VOC facility
i) Perimeter walled with controlled gate access
j) Electricity and water supply

2.3.3.2 Public Viewing Area B - KwaMashu

a) Situated 19km north of the Durban CBD and approximately 39km from the Durban International Airport
b) 2km from the Bridge City Development
c) Forms part of the broader Inanda Ntuzuma KwaMashu area
d) Good road access to the site via Amanzimtoti Road which adjoins Malandela Road from K section.
e) Pedestrian access to the site from the Town Centre is through the station concourse to Isipingo Road
f) Total site area approximately 30 000 sqm including a parking site of +/- 300 motor vehicles
g) Comprises three soccer fields, ablution and office block
h) Easily accommodate 10 000 – 15 000 people

2.3.4 City Requirements

In preparation of the establishment of these two Public Viewing areas, the Event Consortium must give consideration to the following guidelines:

a) Both Public Viewing Areas must adhere to the requirements and regulations so as to achieve the objectives of 2010 FIFA World Cup public viewing opportunities as well as business opportunities in the local economy.
b) The Public Viewing areas will be operated as Non-Commercial Public Viewing Events in order to ensure sufficient differentiation with the Official Fan Park and other Commercial Public Viewing Events. The absence of direct or indirect entrance fees will make it more accessible to the local communities.

2.3.5 Initial Planning

Adherence to all rules and regulations in terms of use of respective sites as Public Viewing areas.
Initiation and preparation of scale drawn site plans indicating the internal and external implementation of all necessary infrastructure elements.
Site plans must indicate but are not limited to: vehicle access routes to the area: motor vehicle parking areas: taxi and bus drop-off points: pedestrian entrance areas into the area: security deployment in and out of the area: emergency exit points:
ablution facilities: medical facilities: stage and screen placement: storage areas: food and beverage concession outlets: fencing: additional ablution facilities: artists change areas:
Specifications and details of all Infrastructure requirements to be prepared in accordance with the relevant locations of the respective Public Viewing areas

2.3.6 SERVICES AND FACILITIES TO SUPPORT THE PUBLIC VIEWING EVENT AREAS

a) Transport plan to and from the area;
b) Parking plan for the different modes of transport: motor vehicles/taxis/busses;
c) Private Security plan;
d) Cleaning service;
e) Additional electrical, power supply and distribution;
f) Consistent water supply/drinking water;
g) Indoor and outdoor house lighting;
h) Waste Management plan;
i) Entertainment programme;
j) Music rights;
k) Branding (branding opportunities for the City of Durban and other third parties to be identified and a branding plan to be prepared for approval by FIFA prior to finalization);
l) Directional signage;
m) Accreditation of all service providers/staff and visitors etc;
n) Public Liability Insurance;

2.3.7 SAFETY PLANNING

The Event Consortium is required to appoint a Safety Coordinator to initiate and manage the Safety Plan. The Plan will include areas as indicated below but is not limited to:

a) Overall Safety Policy in accordance with the SAPS;
b) Risk Assessment of the areas;
c) Individual Safety Plan per area (inclusive of inner and outer safety);
d) Crowd Management procedures;
e) Emergency response plan;
f) Emergency evacuation plan including fire safety measures, bomb threats, etc;
g) First Aid Plan;
h) Health Plan;
i) Communication plan in the event of incidents.

In addition to the aforementioned detailed scope of work, the Event Consortium will also be required to manage the following processes and the Human Resource Management Structure must factor into this planning:

a) Environmental Plan;
b) Certificates of compliance and licenses;
c) Media Management;
d) Rain Plan;
e) Protocol Plan.

2.3.8 MARKETING: PUBLIC VIEWING AREAS

A combination of print and electronic media to be developed for publicity of the public viewing sites as well as the planned activities. The theme of the communication campaign must be in line with the overall City of Durban 2010 campaign – “The Warmest Place to be for 2010” - and should create awareness; provide the necessary information regarding the opening and closing times of the Public Viewing Events, the facilities on offer, details of the matches being played and viewed on the big screen, as well as the entertainment programme at each of the facilities. The Public Viewing Events communications campaign should commence at least two weeks before commencement of the 2010 World Cup.

Mobilizing public participation in the communal broadcasting of the matches and the encouragement of the public to make use of these facilities should encompass the message of bringing the 2010 World Cup to the community.

Community Mobilization also needs to be implemented prior to the 2010 World Cup. Ideally, loud hailing would commence at least 10 days prior to the start of the world cup. In addition, the display of posters and the distribution of pamphlets on trains, taxis, buses and within specific areas of the community e.g. local stores.

2.3.9 SMME AND COOPERATIVE STALL OUTLETS

Structures will be set-up within the vicinity of the public viewing areas. Each facility will include trestle tables/chairs and will accommodate 2 SMME/Cooperative enterprises. Specific criteria of product categories and licensing and accreditation of the appointed SMME cooperatives will be required. This process should take place at least 6 months in advance of the 2010 World Cup.

The objective of engaging the SMMEs and Cooperative Units is to provide economic opportunities for these small informal businesses. It is important that consideration is given to SMMEs within the vicinity of the Public Viewing area location and surrounds.

Criteria for consideration:

a) Must be operational;
b) Must be registered as a trading outlet;
c) Preference should be given to SMME businesses from the community hosting the Public Viewing event;
d) Products must be good quality;
e) Own transport to venue;
f) Attend a briefing session prior to the start date of trading;
g) Pricing needs to be reasonable;
h) Items for sale must be available for viewing prior to the start date of trading;
i) List of items for sale to be compiled and to be adhered to. No other items to be included for sale unless specified on the listing.

2.3.10 ENTERTAINMENT
An entertainment programme, incorporating exciting, colourful and diverse music and dance will take place at scheduled times and on specific dates. The programme will coincide with the live broadcast of the matches, but will not infringe on the official broadcast window period.

The content will include local Durban /KwaZulu Natal artists and performers, and the musical spectrum will include isicatimiya, maskanda, traditional dance, hip hop, kwai to and reggae and more. Performers will produce a fresh and different array of music, dance and entertainment on each of the schedule day/night programmes.
3: PRICING DATA

3.1 PRICING INSTRUCTIONS

1) The Service Provider is required to provide all the Management Services necessary to manage the 2010 FIFA World Cup™ related events within the eThekwini Municipality in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

2) The method of the remuneration of the Service Provider to be appointed to proceed with the project shall be subject to final negotiation with the preferred bidder.

3) The Service Provider will be required to provide complete records of all expenditure in respect of:
   a) all work executed by contractors, subcontractors suppliers and service providers appointed by the event management team before the deduction of any penalties or any other form of set off; and
   b) all temporary works, but excluding
   c) the cost of any materials, labour, services or carriage supplied by the Employer.
4: AGREEMENT & CONTRACT DATA

4.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the Provision of Event Management Services for 2010 FIFA World Cup related events within eThekwini Municipality.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

in respect of the total fee for the events management team for the management of all the events:

R ..................................................

(Amount in words........................................................................................................................................................)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

Signature .............................................. Date . . . . . .
Name ..................................................
Capacity ..............................................
for the tenderer
(Name and address of organisation) .................................................................

Name and signature of witness .................................................................
FAILURE TO COMPLETE AND SIGN THIS FORM WILL RENDER THE TENDER NON RESPONSIVE

Acceptance

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

The terms of the contract, are contained in:

Part 1: Tender Overview
Part 2: Scope of work.
Part 3: Pricing data
Part 4: Agreements and contract data, (which includes this agreement)

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document. Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ............................................ Date .................................
Name ..................................................
Capacity ............................................
for the Employer
eThekwini Municipality
Strategic Projects Unit
Loram House
70 Masabalala Yengwa Ave
Durban
4.2 **Contract Data**


Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

4.3 **Data Provided by the Employer**

*(To be read in conjunction with the Conditions of Contract)*

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<thead>
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<th>Clause Ref</th>
<th>Details</th>
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<tbody>
<tr>
<td>1</td>
<td>The Employer is the eThekwini Municipality</td>
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<td>3.4 and 4.3.2</td>
<td>The authorised and designated representative of the Employer is: Name: Dr M O Sutcliffe or his nominee.</td>
</tr>
<tr>
<td></td>
<td>The address for receipt of communications is:</td>
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<tr>
<td></td>
<td>Telephone: +27 31 311 4720</td>
</tr>
<tr>
<td></td>
<td>Facsimile: +27 31 368 3164</td>
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<td></td>
<td>E-mail: <a href="mailto:holdenv@durban.gov.za">holdenv@durban.gov.za</a></td>
</tr>
<tr>
<td></td>
<td>Address: Strategic Projects Unit</td>
</tr>
<tr>
<td></td>
<td>Loram House</td>
</tr>
<tr>
<td></td>
<td>70 Masabalala Yengwa Ave</td>
</tr>
<tr>
<td></td>
<td>Durban</td>
</tr>
<tr>
<td>1</td>
<td>The Project is the Provision of Event Management Services for 2010 FIFA World Cup related events within eThekwini Municipality</td>
</tr>
<tr>
<td>1</td>
<td>The Period of Performance is from date of award until 31st October 2010</td>
</tr>
<tr>
<td>3.6</td>
<td>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</td>
</tr>
<tr>
<td>5.5</td>
<td>The Key Persons and their jobs / functions in relation to the services are as a minimum, those listed in the returnable documents. The Service Provider is required confirm in writing the names of all key persons needed to undertake the work together with details of their jobs / functions, extent of involvement and contact details.</td>
</tr>
<tr>
<td>7.1.2</td>
<td></td>
</tr>
</tbody>
</table>

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 4: Agreement and Contract Data
Reference no SP2010/EV/001
8.1 The Service Provider is to commence the performance of the Services as soon as the Contract becomes effective.

9.1 Copyright of all documents, concept designs and materials produced for the Project shall be vested with the Employer.

12.2 / 12.3 Final settlement is by arbitration

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Association of Arbitrators (Southern Africa)

Service Providers shall attain the minimum contract participation goal specified in the Scope of Works (25%) failing which the Service Provider shall be liable to pay to the Employer a financial penalty calculated in the following manner:

\[
P_1 = \frac{(D_s - 25) \times N_A}{5}
\]

Where \(D_s\) = the percentage contract participation goal achieved at the completion of the contract.

\(N_A\) = the total project fee payable in Rands

\(P_1\) = Rand value of penalty payable

The Service Provider shall attain the tendered contract participation goal (CPG) (percentage of the final project cost based fee payable in respect of the contract paid to local and/or KZN based subcontractors committed to in these proposals, failing which the Service Provider shall be liable to pay to the Employer a financial penalty calculated in the following manner:

\[
P_2 = 1.5 \times \left(\frac{D - D_o}{100}\right) \times N_A
\]

Where \(D\) = the points awarded to the tenderer at time of tender based on the percentage contract participation goal offered in the proposal.

\(D_o\) = the points achieved by the contractor based on the percentage BEE contract participation goal achieved at the completion of the contract.

\(N_A\) = the total project fee payable in Rands

\(P_2\) = Rand value of penalty payable
4.4 DATA PROVIDED BY THE SERVICE PROVIDER

| Clause reference | The Service Provider is: .................................
|                 | Address: ..............................................
|                 | Telephone: ...........................................
|                 | Facsimile: ...........................................
|                 | Email: ..............................................

5.3 The authorised and designated representative of the Service Provider is:

- Name: ..............................................
- The address for receipt of communications is:
  - Telephone: ........................................
  - Facsimile ........................................
  - Address: ...........................................
  - Email: ...........................................

4.5 CONTRACT PARTICIPATION GOAL TARGETS

As part of the Scope of Work for this contract Service Providers are required to attain a minimum contract participation goal of 25%. Failure to meet this minimum target will render the contractor liable to a financial penalty of up to 5% of the total management fee calculated pro-rata.

4.6 PROCUREMENT OF SERVICE PROVIDERS AND SUPPLIERS

a) It is a requirement of this contract that service providers and suppliers are procured in line with City procedures.

b) These are outlined in detail on the eThekwini website (http://www.durban.gov.za/durban/government/scm/strategy), and include (amongst others), the following specific requirements:

- Suppliers/ service providers must register on the eThekwini Suppliers database, which requires the submission of the following:
  - Company details
  - Company CK documents or Individual ID’s;
  - Tax Clearance Certificate
  - Application for Targeted Enterprise Status
  - Proof of banking details

- The process of selection of suppliers/ service providers must incorporate BEE preferences. (BEE scores may be taken from the eThekwini Suppliers Database. (see http://fplite.durban.gov.za) Suppliers who are not registered when quotes are being considered will not receive a BEE score)
5: Preferring Schedule

5.1 Definitions

The following definitions shall apply to this schedule:

black owned: an entity in which:
   a) black people hold more than 50% of the exercisable voting rights as determined under Code series 100; and
   b) black people hold more than 50% of the economic interest as determined under Code series 100.

black person: natural persons who are Africans, Coloureds and Indians who are citizens of the Republic of South Africa by:
   a) birth or descent; or
   b) naturalization occurring:
      a. before the commencement date of the Constitution of the Republic of South Africa Act of 1993; or
      b. after the commencement date of the Constitution of the Republic of South Africa Act of 1993, but who, without the Apartheid policy would have qualified for naturalization before then.


definition: a natural or a juristic person conducting a business, trade or profession in the Republic of South Africa

exempted micro enterprise: an enterprise which has an annual total revenue of R5,0 million or less

joint venture: a grouping of two or more entities who jointly and severally undertake to perform a contract

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

priority population group (PPG): means black individuals who fall into population groups that were not offered a franchise in the national elections before or after the introduction of the 1984 tri-cameral parliamentary system and only received a franchise in 1994

qualifying small enterprise: an enterprise which has an annual total revenue of between R 5,0 million and R 35,0 million

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 6: Tendering Procedures
Reference no SP2010/EV/001
small qualifying score card: the scorecard contained in Code series 800

start up enterprise: a recently formed or incorporated entity that has been in operation for less than 1 year, but excluding any newly constituted enterprise which is merely a continuation of a pre-existing enterprise.

total revenue: total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice

verification agency: a verification agency accredited by SANAS or, an agency which, in the opinion of the employer, is reputable.

The definitions contained in the Broad Based Black Economic Empowerment Act 53 of 2003 and the Broad-Based Black Economic Empowerment Codes of Good Practice, as published in Government Gazette No 29617 of 9 February 2007, shall have precedence in the interpretation of any ambiguity or inconsistency with the above definitions.

5.2 BEE SCORECARD & PREFERENCING SCHEDULE

The Tenderer may attain a maximum of 10 preference points, calculated as follows:-

1. The BBBEE status of the Tenderer at time of tender. (4 points).
2. The percentage PPG ownership of the Tenderer at time of tender. (1 point)
3. The percentage of the value of subcontracted work awarded to empowered local (eThekwini or KZN based) enterprises or businesses. (Contract participation Goal - CPG). (5 points)

Note: Each rand spent with an eThekwini based enterprise or business will count R1,00 toward the CPG
Each rand spent with a KZN based enterprise or business will count R0,50 toward the CPG

5.3 CONDITIONS ASSOCIATED WITH THE GRANTING OF PREFERENCES

1. Tenderers who claim a preference shall provide sufficient evidence of their PPG Equity Ownership or B-BBEE Status in accordance with the requirements of section 4, failing which their claims for preferences will be rejected.
2. Verification agencies shall clearly indicate the financial year or the period on which the entity's B-BBEE Status is based in any verification certificate that is issued. Certificates which fail to provide this information will be rejected.
3. Tenderers who claims a preference in respect of the Contract Participation Goal, undertake to:

i. Accept the sanctions set out below.

ii. Provide the employer with proof of attainment of the contract participation goals, in a format acceptable to the employer, prior to the making of a claim for the final payment due.

iii. Provide the employer with proof that each and every enterprise or business which contributes to the achievement of the goal satisfies the requirements for the granting of preferences established in this schedule and have performed the work / provided the service/supplies associated with the portion of the contract participation goal that is claimed.

Note: Expenditure towards the contract participation goal in respect of subcontracts, supplies and services may only be assessed and counted after the Employer’s representative has been presented with:

a) duly completed applications for registration on the eThekwini Municipality database of suppliers and for Targeted Enterprise Status in respect of each domestic subcontractor, supplier or service provider and, when requested

b) a copy of the written contractual agreement between the Contractor and the domestic subcontractor or service provider; and

c) certification of the amount paid by the Contractor to the domestic subcontractor, service provider or supplier, counter-certified by the subcontractor or supplier when requested

The credits shall be assessed and passed towards the contract participation goal by the Employer every quarter. The Contractor shall provide all the relevant information for the Employer to do so.

5.4 Sanctions relating to breaches of preferencing conditions

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference under Method 3 was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

\[
P = 1.5 \times (D - Do) \times \frac{N_A}{100}
\]

where

- \(D\) = the points awarded to the tenderer based on the tendered Contract Participation Goal percentage
- \(Do\) = the points effectively achieved by the contractor calculated using the Contract Participation Goal percentage which the Employer’s representative, based on the credits passed, certifies as being achieved upon completion of the Contract.
- \(N_A\) = Contract Price less allowances (excluding VAT)
- \(P\) = Rand value of penalty payable
5.5 Establishing the B-BBEE Status of an Enterprises

5.5.1 Exempted micro enterprises

a) An exempted micro enterprise shall be deemed to have the B-BBEE Status of a Level 4 Contributor
b) An exempted micro enterprise with more than 50% ownership by black people shall be deemed to have the B-BBEE Status of a Level 3 Contributor.
c) An exempted micro enterprise wishing to improve their B-BBEE Status may be measured in terms of the Small Qualifying Scorecard
d) Sufficient evidence of qualification as an Exempted Micro-Enterprise is an auditor’s certificate or similar certificate issued by an accounting officer or verification agency in respect of the entity’s last financial year or a 12 month period which overlaps with its current financial year.
e) Sufficient evidence of qualification as a Level 3 Contributor shall be a signed affidavit by all of the principals of the entity declaring that at least 50% of the ownership of the entity is by black people.
f) Sufficient evidence of qualification for a higher B-BBEE status in terms of the small qualifying scorecard shall be as stated in 5.2.

5.5.2 Qualifying small enterprises

a) A qualifying small enterprise’s B-BBEE Status shall be measured in accordance with the Qualifying Small Enterprise Scorecard in accordance with the relevant provisions of the Code.
b) Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency based on the performance of the entity during its last financial year or a 12 month period which overlaps with its current financial year.

5.5.3 Start up Enterprises

a) Start up enterprises shall be measured as follows for the first year following their formation or incorporation:

<table>
<thead>
<tr>
<th>Value of tender including VAT</th>
<th>Clause for assessing B-BBEE Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ R 5 000 000</td>
<td>3.1</td>
</tr>
<tr>
<td>&gt; R 5 000 000 but &lt; R35 000 000</td>
<td>3.2 based on annualized data</td>
</tr>
<tr>
<td>≥ R 35 000 000</td>
<td>3.4 based on annualized data</td>
</tr>
</tbody>
</table>

b) Sufficient evidence of Start up Enterprises status shall be a certificate issued by an auditor or a verification agency confirming such status in accordance with the relevant provisions of the Code.

5.5.4 Enterprises other than micro exempted, qualifying small enterprises or start up enterprises

a) Enterprises other than micro exempted, qualifying small enterprises or start up enterprises shall be measured in accordance with the relevant provisions of the relevant provisions of the Code.
b) Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency based on the performance of the entity during its last financial year or a 12 month period which overlaps with its current financial year.
5.5.5 **Joint Ventures**

a) The preference awarded to joint venture shall be based either on:
   a. the B-BBEE status of the joint venture partner with the lowest B-BBEE status; or
   b. the B-BBEE status of the joint venture as a group structure, established by a verification agency, in accordance with the Guidelines on Complex Structures & Transactions, and Fronting (Previously Statement 002) issued by the Department of Trade and Industry.
5.6 Form 6 Tender preferences claimed

I / we apply on behalf of my / our firm for the following preferences:

<table>
<thead>
<tr>
<th>Category of preference</th>
<th>Preference claimed for Category of preference (Y = yes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broad based black economic empowerment contributor:</td>
<td></td>
</tr>
<tr>
<td>Level one contributor</td>
<td></td>
</tr>
<tr>
<td>Level two contributor</td>
<td></td>
</tr>
<tr>
<td>Level three contributor</td>
<td></td>
</tr>
<tr>
<td>Level four contributor</td>
<td></td>
</tr>
<tr>
<td>Level five contributor</td>
<td></td>
</tr>
<tr>
<td>Level six contributor</td>
<td></td>
</tr>
<tr>
<td>Level seven contributor</td>
<td></td>
</tr>
<tr>
<td>Level eight contributor</td>
<td></td>
</tr>
<tr>
<td>Joint venture between one or more narrow based black economic empowerment contributors as determined in section 5.</td>
<td></td>
</tr>
<tr>
<td>Priority Population Group Equity Ownership:</td>
<td></td>
</tr>
<tr>
<td>Percentage PPG ownership claimed</td>
<td>%</td>
</tr>
<tr>
<td>Contract Participation Goal (CPG):</td>
<td></td>
</tr>
<tr>
<td>Percentage Contract Participation Goal (Min 25% - Max 65%)</td>
<td>%</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the PSP satisfies the conditions pertaining to the granting of tender preferences.

Signature: .......................................................................................................................……….
Name: ...........................................................................................................................……….
Duly authorised to sign on behalf of: ............................................................................................……….
Telephone: ..................................................................
Fax: .................................................
Date:.................................................
6: **TENDERING PROCEDURES**

T 1: **TENDERING PROCEDURES**

T 1.1 **STANDARD CONDITIONS OF TENDER**

F.1 General

F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 **Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

*Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality*

*Part 6: Tendering Procedures*

*Reference no SP2010/EV/001*
F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:
   
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer’s financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
F.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer shall be to or from the employer’s agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.

F.1.5 The employer’s right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
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F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2
Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
F.1.6.3.3 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering
Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.3  Check documents
Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4  Confidentiality and copyright of documents
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5  Reference documents
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6  Acknowledge addenda
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7  Clarification meeting
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8  Seek clarification
Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9  Insurance
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10  Pricing the tender offer
F.2.10.1  Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2  Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3  Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.
F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 6: Tendering Procedures
Reference no SP2010/EV/001
F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer’s undertakings

F.3.1 Respond to requests from the tenderer
F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system
F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
   a) complies with the requirements of these Conditions of Tender,
   b) has been properly and fully completed and signed, and
   c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer’s opinion, would:
   a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
   b) significantly change the Employer’s or the tenderer’s risks and responsibilities under the contract, or
   c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies
F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer
Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General
Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
F.3.11.2 Method 1: Financial offer
In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.
b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference
In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
b) Calculate the total number of tender evaluation points ($TEV$) in accordance with the following formula:

$$TEV = N_{FO} + N_{P}$$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_{P}$ is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points ($T_{EV}$) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_{Q}$$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_{Q}$ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points ($T_{EV}$) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_{P} + N_{Q}$$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_{P}$ is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

$N_{Q}$ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places
Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers
Score the financial offers of remaining responsive tender offers using the following formula:

\[ N_{FO} = W_1 \times A \]

where: \( N_{FO} \) is the number of tender evaluation points awarded for the financial offer.
\( W_1 \) is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
\( A \) is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of \( A \)

<table>
<thead>
<tr>
<th>Formula</th>
<th>Comparison aimed at achieving</th>
<th>Option 1*</th>
<th>Option 2*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>( A = (1 + (P - P_m)) / P_m )</td>
<td>( A = P / P_m )</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission / fee</td>
<td>( A = (1 - (P - P_m)) / P_m )</td>
<td>( A = P_m / P )</td>
</tr>
</tbody>
</table>

* \( P_m \) is the comparative offer of the most favourable comparative offer.
\( P \) is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences
Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.
Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
**F.3.11.9 Scoring quality**
Score each of the criteria and subcriterias for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

\[ N_Q = W_2 \times \frac{S_O}{M_S} \]

where:
- \( S_O \) is the score for quality allocated to the submission under consideration;
- \( M_S \) is the maximum possible score for quality in respect of a submission; and
- \( W_2 \) is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

**F.3.12 Insurance provided by the employer**
If requested by the proposed successful tenderer, submit for the tenderer’s information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of tender offer**
Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.
F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator’s contract
Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer’s acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer’s acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts
Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken
Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
SPECIAL CONDITIONS OF TENDER

Add the following Clause(s) to the Standard Conditions of Tender:

1. Appeal Process

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality.

In dealing with these appeals, the Municipal Manager will apply the following procedure:

1. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

   The City Manager  
   [Attention Mr S. Shezi]  
   P O Box 1014  
   DURBAN  
   4000  
   Facsimile: (031) 311-2170

2. A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee, who must provide a response in writing within seven days.

3. In the event that there are allegations made against third parties, they will also be given an opportunity, to respond to the allegations within seven days.

4. These responses will then be sent to the appellant for a reply within five days. The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the appellant will be notified of the date, place and time of such hearing.

5. The Appeal Authority will consider the appeal and may confirm, vary or revoke the decision of the committee, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision.

6. The Appeal Authority must commence with the appeal within six weeks and decide the appeal within reasonable period.
2 Prohibition on Awards to Persons in the Service of the State

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

(a) who is in the service of the state;
(b) if that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
who is an advisor or consultant contracted with the municipality or municipal entity.

T 1.2 TENDER DATA

The Conditions of Tender in Section T 1.1 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer’s obligations and the Employer’s undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is:

eThekwini Municipality Strategic Projects Unit
Loram House
70 Masabalala Yengwa Avenue
Durban

F.1.2 Tender Documents
(a) The Tender Document consists of the following:

Part 1: Tender Overview
Part 2: Scope of Work
Part 3: Pricing Data
Part 4: Agreements and Contract Data
Part 5: Preferencing Schedule
Part 6: Tendering Procedures
Part 7: Returnable Documents


F.1.3 The Employer’s contact person is:

Name: Ms Vivienne Holden
Address: Strategic Projects Unit
         Loram House
         70 Masabalala Yengwa Avenue, Durban
         Tel.: (031) 311-4720    Fax: (031) 368-3164
         e-mail address: holdenv@durban.gov.za

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

(a) the Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt of fraudulent practices;
(b) the Tenderer does not have the legal capacity to enter into the contract;
(c) the Tenderer submitting the tender are insolvent, in receivership, bankrupt or being wound up, has their affairs administered by a court or a judicial officer, has suspended business activities, or is subject to legal proceedings in respect of the foregoing;
(d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
(e) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
(f) The Tenderer cannot provide proof that it is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.13 Submitting a Tender Offer

F.2.13.3 Tender offers shall be submitted as an original plus two copies.

F.2.13.5 Delivery of Tender

The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Ground Floor, Engineering Unit Building
Physical address: 168 KE Masinga (Old Fort) Road, Durban
Identification details: Contract No.: SP2010/EV/001

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 6: Tendering Procedures
Reference no SP2010/EV/001
F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 Closing Time
The closing time for submission of Tender Offers is: Friday 1st February 2010 at 11h00
Telephonic, telegraphic, faxed or e-mailed tenders will not be accepted.

F.2.16 Tender validity
The Tender Offer validity period is eight weeks from the closing time for submission of tenders.

F.2.23 Certificates
The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. Joint Venture Agreement and Power of attorney in case of Joint Ventures
4. ID certificates in case of one-man concerns
5. Declaration of Interest
6. Declaration in respect of Municipal Fees

F.3.4 Opening of Tender Submissions
The time and location for opening of the tender offers are:
Time: 11h00
Date: Friday 1st February 2010
Location/Venue: Ground Floor, Engineering Unit Building,
168 KE Masinga (Old Fort) Road, Durban

F.3.11 Evaluation of Tender Offers
Proposals will be evaluated by an evaluation panel appointed by the Employer.

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences using the following weightings:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Formula</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality</td>
<td>Total as per evaluation table</td>
<td>80</td>
</tr>
<tr>
<td>Fees</td>
<td>Lowest price/price under consideration</td>
<td>10</td>
</tr>
<tr>
<td>Preferences</td>
<td>Contract Participation Goal</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Weighted Broad Based BEE scorecard</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Weighted PPG Equity Ownership</td>
<td>1</td>
</tr>
</tbody>
</table>

Tender offers failing to score a minimum of 48 points for quality will be rejected.
Total evaluation points will be calculated from the above, proposals will be ranked from the highest number of tender evaluation points to the lowest.

Council reserves the right not to make any appointment.

F.3.11.2  The financial offer (Fees) will be scored in terms of Formula 2, Option 2 of the table in F.3.11.7:

\[ N_{FO} = W_1 \times Pm / P \]

where:

- \( N_{FO} \) is the number of tender evaluation points awarded for the fee.
- \( Pm \) is the lowest fee offered.
- \( P \) is the comparative fee proposal under consideration.
- \( W_1 \) is the weighting for fees and equals 45

for evaluation purposes ONLY, please provide an indication of what the Event Consortium’s management fee would be for a total event cost (without Fees) of R65 000 000.00 (including VAT). This cost must include all disbursement costs.

F.3.11.3  Quality will be scored according to the following criteria

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>SCORE</th>
<th>DETAILS &amp; SUB CATEGORY</th>
<th>MEASURED BY…</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUALITY</td>
<td>80</td>
<td>General Approach</td>
<td>Methodology and approach section.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Understanding of the events, requirements and risks, approach, sound methodology.</td>
<td>Outsourcing approach plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Willingness to develop local market by prioritizing the use of local suppliers and the use of local communities</td>
<td>Community participation plan</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>Programme</td>
<td>Timeline and programme</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Understanding of the tight timeframes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ability to operate within the tight timeframes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Organisation &amp; Staffing</td>
<td>Organogram</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experienced and competent staff</td>
<td>CV’s</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>Experience - history of undertaking other large scale events</td>
<td>List of previous events worked on and role within them with contact numbers. (these will be contacted to clarify roles undertaken)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experience and knowledge of local context</td>
<td>As indicated in the outsourcing approach plan</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>Cost Effectiveness</td>
<td>Budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Show capability by developing a realistic budget estimate for the events</td>
<td>Sponsorship plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ability to raise funding</td>
<td>Innovation in overall plan, good ideas that cost less</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Measures to keep costs to a minimum</td>
<td></td>
</tr>
</tbody>
</table>

Scores of 40% (poor), 70% (satisfactory), 90% (good) or 100% (very good) will be allocated to each of the criteria and subcriteria and multiplied by the weightings to achieve a final score.
Tender offers failing to score a minimum of 48 points for quality will be rejected.

The score for quality and financial offer is to be combined, before the addition of the score for BEE Procurement Objectives (Preference), as follows:

\[ W_C = W_3 \times (1+ \frac{(S - S_m)}{S_m}) \]

Where:
- \( W_3 \) is the no of tender evaluation points for quality and financial offer and equals 90:
- \( S \) is the weighted sum of the score for quality and financial offer of the submission under consideration
- \( S_m \) is sum of the score for quality and financial offer of the submission scoring the highest number of points

F.3.11.4 Preferences will be scored according to the following criteria

Up to 5 evaluation points will be awarded based on the % value of work to be subcontracted to Local enterprises in accordance with the following formula:

\[ N_{ps} = 5 \times \frac{(D - D_m)}{(X - D_m)} \]

Where:
- \( D \) = proposed contract participation goal.
- \( D_m \) = the minimum target contract participation goal below which no preference will be granted (25%)
- \( X \) = the maximum target contract participation (65%)

Note: Each rand spent with an eThekwini based enterprise or business will count R1,00 toward the Contract Participation Goal
Each rand spent with a KZN based enterprise or business will count R0,50 toward the Contract Participation Goal
Up to 4 evaluation points will be awarded based on the BBBEE status of the tenderer, in accordance with the following formula

\[ N_{BBE} = 4 \times f_w \]

The BBBEE status of the tenderer shall be calculated in accordance with the attached BBBEE preferencing schedule:

<table>
<thead>
<tr>
<th>Broad Based BEE status as determined in accordance with DTI codes</th>
<th>fw</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level one contributor</td>
<td>100%</td>
</tr>
<tr>
<td>Level two contributor</td>
<td>90%</td>
</tr>
<tr>
<td>Level three contributor</td>
<td>80%</td>
</tr>
<tr>
<td>Level four contributor</td>
<td>50%</td>
</tr>
<tr>
<td>Level five contributor</td>
<td>40%</td>
</tr>
<tr>
<td>Level six contributor</td>
<td>30%</td>
</tr>
<tr>
<td>Level seven contributor</td>
<td>20%</td>
</tr>
<tr>
<td>Level eight contributor</td>
<td>10%</td>
</tr>
<tr>
<td>Joint venture between one or more BBBEE contributors - As determined in section 4</td>
<td></td>
</tr>
</tbody>
</table>

Priority Population Group (PPG) means Black individuals who fall into population groups that were not offered a franchise in the national elections before or after the introduction of the 1984 tri-cameral parliamentary system and only received a franchise in 1994.

Up to 1 evaluation points will be awarded based on the percentage of PPG equity ownership in accordance with the following formula:

\[ N_{Pe} = \frac{E}{100} \]

Where \( E = \) weighted percentage PPG Equity ownership for the Consortium as a whole, calculated as:

\[ \frac{\sum (P \times E_{ind})}{PCBF} \]

Where \( P = \) the amount excluding Value Added Tax paid to individual suppliers, service providers and members of the consortium who enjoy PPG Equity Ownership as determined at the time of assessment

\( PCBF = \) the value of the project cost based fee payable in Rands

\( E_{ind} = \) the percentage PPG equity ownership of each contributor to the consortium.
Total Preference points = $N_{ctg} + N_{cb} + N_{pe}$

**F.3.13 Acceptance of Tender Offer**

**F.3.13.1 Tender Offers will only be accepted on condition that:**

(a) the tender offer is signed by a person authorised to sign on behalf of the Tenderer;
(b) a valid original Tax Clearance Certificates are included with the tender;
(c) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;

**F.3.18 Copies of contract**

The number of paper copies of the signed contract to be provided by the Employer is ONE.
7: RETURNABLE DOCUMENTS

T 2: Returnable documents

CERTIFICATES TO BE SUBMITTED
1) Valid Tax Clearance certificate
2) Company / CC / Trust / Partnership registration certificates
3) Joint Venture Agreement and power of attorney in case of Joint Ventures
4) ID certificates in case of one-man concerns

ATTACHED FORMS TO BE COMPLETED
5) FORM 1 Declaration of Interest
6) FORM 2 Declaration in respect of municipal fees
7) FORM 3 Tender Preferences Claimed
8) FORM 4 Subcontractor and BEEE Values as a Percentage of Total Fees
9) FORM 5 Form of Offer and Acceptance
10) FORM 6 A duly completed status declaration from each participant in the consortium. (This can be found in section 5.6 of the Part Five: Preferencing Schedule)

PLEASE APPLY FOR THE FOLLOWING APPLICATION FORM IF NECESSARY
11) Application for registration on the eThekwini Municipality’s Procurement database (Unless already registered, in which case provide PR number)

SUBMISSION DOCUMENT
Please submit a document with the sections as outlined in 1.4
The following tables must be included in the body of the document and titled as follows:
12) TABLE 1: Tendering Entity/s Experience
13) TABLE 2: Experience of Key Personnel
14) TABLE 3: Personnel Allocation per Operational Areas

PLEASE SIGN AND ATTACH THE FOLLOWING EVALUATION SCHEDULES
15) EVALUATION SCHEDULE 1: Approach Paper/ Methodology/ Programme
16) EVALUATION SCHEDULE 2: Proposed Outsourcing and Community Participation
17) EVALUATION SCHEDULE 3: Tenderers Experience
18) EVALUATION SCHEDULE 4: Proposed Organisation and Staffing EVALUATION SCHEDULE 5: Experience of key staff

ATTACHMENTS
19) CV’s of Key Personnel – approx 2 pages per person
FORM 1: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or person having a kinship with persons employed by the principal, including 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 employed by the principal, or to persons connected with or related to them, it is required that the bidder or his / her authorised representative declare his / her position in relation to the evaluating / adjudicating authority and / or take an oath declaring his / her interest, where -
   - the bidder is employed by the principal; and / or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are / is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

   2.1 Are you or any person connected with the bidder, employed by the principal? (Yes / No)

      2.1.1 If so, state particulars

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

   2.2 Do you, or any person connected with the bidder, have any relationship, (family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this bid? (Yes / No)

      2.2.1 If so, state particulars

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

   2.3 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the principal who may be involved with the evaluation and or adjudication of this bid? (Yes / No)

      2.3.1 If so, state particulars

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

   I, THE UNDERSIGNED (NAME)................................................................................... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

      Signature                                      Date
      ...........................................................................................................................................................................
      ...........................................................................................................................................................................

      Position                                      Name of bidder
FORM 2 DECLARATION OF MUNICIPAL FEES

I / We do hereby declare that the Municipal fees of the company.................................................................

are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said fees:

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>* ____________</td>
</tr>
<tr>
<td>Water</td>
<td>* ____________</td>
</tr>
<tr>
<td>Rates</td>
<td>* ____________</td>
</tr>
<tr>
<td>JSB Levies</td>
<td>* ____________</td>
</tr>
</tbody>
</table>

*: to be completed by tenderer.

I / We acknowledge that should it be found that Municipal fees are not up to date, the Council may take such remedial action as is required, including termination of contract, and any income due to the contractor shall be utilised to offset any monies due to the Council.

SIGNATURE: .................................................  DATE: ......................................
(of person authorised to sign on behalf of the Tenderer)
EVALUATION SCHEDULE 1: APPROACH PAPER/ METHODOLOGY/ PROGRAMME

The approach paper must respond to the scope of work and outline the proposed approach as indicated in section 1.4.

Tenderers must explain their understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page.

The scoring of the approach paper will be as follows:

| Poor (score 40) | The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects |
| Satisfactory (score 70) | The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is too generic. The programme is adequate. |
| Good (score 90) | The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects |
| Very good (score 100) | Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The programme is well though out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .................................................

Date ....................................................

Name .................................................

Position ....................................................

Tenderer ...................................................................................................................... ...........

Please Sign and Attach
EVALUATION SCHEDULE 2: PROPOSED OUTSOURCING & COMMUNITY PARTICIPATION

The tenderer should indicate how local suppliers will be prioritized. The tenderer must also indicate measures to be taken to maximize the use of local communities.

The tenderer must attach his / her outsourcing approach plan to this page.

The scoring of the proposed outsourcing and community participation will be as follows:

<table>
<thead>
<tr>
<th>Poor</th>
<th>The level of local outsourcing is low and is unlikely to result in any meaningful participation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(score 40)</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td>The level of local outsourcing is reasonable and is likely to result in a reasonable degree of participation.</td>
</tr>
<tr>
<td>(score 70)</td>
<td></td>
</tr>
<tr>
<td>Good</td>
<td>The level of local outsourcing is good, and local communities will have significant opportunities to engage with the events.</td>
</tr>
<tr>
<td>(score 90)</td>
<td></td>
</tr>
<tr>
<td>Very good</td>
<td>Besides meeting the &quot;good&quot; rating, the proposal is likely to result in long term development of the communities involved and have benefits going well beyond 2010</td>
</tr>
<tr>
<td>(score 100)</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .......................... Date ..................................................

Name ................................ Position ...........................................

Tenderer ......................................................................................................................
EVALUATION SCHEDULE 3: TENDERER’S EXPERIENCE

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last five years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided.

The description should be put in tabular form with the following headings:

TABLE 1: Tendering Entity’s Experience

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number, where available</th>
<th>Description of event</th>
<th>Detail of work undertaken, nature of work &amp; value</th>
<th>Date undertaken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The scoring of the tenderer’s experience will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor (score 40)</td>
<td>Tenderer has limited experience.</td>
</tr>
<tr>
<td>Satisfactory (score 70)</td>
<td>Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.</td>
</tr>
<tr>
<td>Good (score 90)</td>
<td>Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. The tenderer also has local experience</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Tenderer has outstanding experience in projects of a similar nature, and has extensive local experience.</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..................................................  Date ...................................................

Name .................................................  Position ..................................................

Tenderer ..........................................................................................................................
EVALUATION SCHEDULE 4: PROPOSED ORGANISATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based. The tenderer must attach his / her organisation and staffing proposals to this page.

TABLE 3: Personnel Allocation per Operational Areas

<table>
<thead>
<tr>
<th>NAME</th>
<th>OPERATION AL AREA</th>
<th>JOB DESCRIPTION</th>
<th>ESTIMATED PERIOD OF ENGAGEMENT (weeks)</th>
<th>INDICATE WHERE THE PERSON WILL BE BASED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The scoring of the proposed organisation and staffing will be as follows:

<table>
<thead>
<tr>
<th>Poor</th>
<th>The organisation chart is sketchy, the staffing plan is weak in important areas</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>There is no clarity in allocation of tasks and responsibilities. Very few of the</td>
</tr>
<tr>
<td></td>
<td>key staff are locally based.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>The organisational chart is complete and detailed, the technical level and</td>
</tr>
<tr>
<td>score 70</td>
<td>composition of the staffing arrangements are adequate. Some of the key staff</td>
</tr>
<tr>
<td></td>
<td>are locally based.</td>
</tr>
<tr>
<td>Good</td>
<td>Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show</td>
</tr>
<tr>
<td>score 90</td>
<td>good co-ordination, complimentary skills, clear and defined duties and</td>
</tr>
<tr>
<td></td>
<td>responsibilities. Some members of the project team have worked together before</td>
</tr>
<tr>
<td></td>
<td>on limited occasions. Key staff are generally locally based.</td>
</tr>
<tr>
<td>Very good</td>
<td>Besides meeting the “good” rating, the proposed team is well integrated and</td>
</tr>
<tr>
<td>score 100</td>
<td>several members have worked together extensively in the past. Key staff are</td>
</tr>
<tr>
<td></td>
<td>almost entirely locally based.</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ................................................. Date ......................................................

Name ................................................. Position .....................................................

Tenderer ......................................................................................................................
EVALUATION SCHEDULE 5: EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

1. General experience, level of education and training and positions held of each operational area team leader.
2. The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
3. The key staff members’/ experts’ knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of not more than 2 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

1. Personal particulars
2. Qualifications and Skills
3. Name of current employer and position in enterprise
4. Outline of recent assignments / experience that has a bearing on the scope of work

Please also include the following table

<table>
<thead>
<tr>
<th>NAME</th>
<th>QUALIFICATIONS / YEARS OF EXPERIENCE</th>
<th>RELEVANT EXPERIENCE OF LARGE SCALE EVENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The scoring of the experience of key staff will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>General experience and qualifications</th>
<th>Event specific experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor (score 40)</td>
<td>Key staff have limited levels of general experience &lt;3 years</td>
<td>Key staff have limited levels of event specific, skills, training and experience&lt;3 years</td>
</tr>
<tr>
<td>Satisfactory (score 70)</td>
<td>Key staff have reasonable levels of general experience &gt; 3 years</td>
<td>Key staff have reasonable levels of event specific, skills, training and experience &gt; 3 years</td>
</tr>
<tr>
<td>Good (score 90)</td>
<td>Key staff have extensive levels of general experience &gt; 5 years</td>
<td>Key staff have extensive levels of event specific, skills, training and experience &gt; 5 years, with local experience</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Key staff have outstanding levels of general experience &gt; 10 years</td>
<td>Key staff have outstanding levels of event specific, skills, training and experience &gt; 10 years, including extensive local experience</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ........................................................................ Date ......................................................

Name ........................................................................ Position .....................................................

Tenderer ............................................................................................................................................

---

Contract: Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality
Part 7: Returnable documents
Reference no SP2010/EV/001
### FORM 3: TENDER PREFERENCES CLAIMED

I / we apply on behalf of my / our firm for the following preferences:

<table>
<thead>
<tr>
<th>Category of preference</th>
<th>Preference claimed for Category of preference (Y = yes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broad based black economic empowerment contributor:</td>
<td></td>
</tr>
<tr>
<td>Level one contributor</td>
<td></td>
</tr>
<tr>
<td>Level two contributor</td>
<td></td>
</tr>
<tr>
<td>Level three contributor</td>
<td></td>
</tr>
<tr>
<td>Level four contributor</td>
<td></td>
</tr>
<tr>
<td>Level five contributor</td>
<td></td>
</tr>
<tr>
<td>Level six contributor</td>
<td></td>
</tr>
<tr>
<td>Level seven contributor</td>
<td></td>
</tr>
<tr>
<td>Level eight contributor</td>
<td></td>
</tr>
<tr>
<td>Joint venture between one or more narrow based black economic empowerment contributors as determined in section 5.</td>
<td></td>
</tr>
<tr>
<td>Priority Population Group Equity Ownership:</td>
<td></td>
</tr>
<tr>
<td>Percentage PPG ownership claimed</td>
<td>%</td>
</tr>
<tr>
<td>Contract Participation Goal (CPG):</td>
<td></td>
</tr>
<tr>
<td>Percentage Contract Participation Goal (Min 25% - Max 65%)</td>
<td>%</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the PSP satisfies the conditions pertaining to the granting of tender preferences.

Signature: ...........................................................................................................................................

Name: ...............................................................................................................................................  

Duly authorised to sign on behalf of: ................................................................................................

Telephone: ............................................................  Fax: ...............................................................  

Date: ...........................................................................
## FORM 4 Subcontractor and BEEE Values as a Percentage of Total Fees

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TOTAL FEE FOR EVENT MANAGEMENT TEAM</td>
<td>R...........</td>
</tr>
<tr>
<td>2</td>
<td>% VALUE OF WORK TO BE SUBCONTACTED TO LOCAL ENTERPRISES</td>
<td>............%</td>
</tr>
<tr>
<td>3</td>
<td>BBBEE SCORECARD.</td>
<td>............%</td>
</tr>
<tr>
<td></td>
<td>WEIGHTED BBBEE STATUS</td>
<td>............%</td>
</tr>
<tr>
<td></td>
<td>WEIGHTED PRIORITY POPULATION GROUP EQUITY OWNERSHIP</td>
<td>............%</td>
</tr>
</tbody>
</table>

Signature: .......................................................... Date: .................
Name: ..............................................................
Capacity: ..........................................................

(Name and address of organisation) ..........................................................

Name and signature of witness: ..........................................................

PROVISION OF EVENT MANAGEMENT SERVICES FOR A RANGE OF
2010 FIFA WORLD CUP RELATED EVENTS WITHIN ETHEKWINI MUNICIPALITY

FORM 5: Form of Offer and Acceptance

OFFER
The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the Provision of Event Management Services for a range of 2010 FIFA World Cup Events within eThekwini Municipality

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:
In respect of the total fee for the events management team for the management of all the events:
R ..................................................
(Amount in words.................................. ..............................................................................................)

COMPARABLE PRICE – FOR EVALUATION PURPOSES ONLY
For evaluation purposes ONLY, please provide an indication of what the Event Consortium’s fee would be for a total event cost (without Fees) of R65 000 000.00 (including VAT)
R ..................................................
(Amount in words.................................. ..............................................................................................)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

Signature ........................................ Date .................. 
Name ........................................ 
Capacity ........................................
for the tenderer
(Name and address of organisation) ............................................................... ............................................................... 

Name and signature of witness ............................................................. ............................................................... 

FAILURE TO COMPLETE AND SIGN THIS FORM WILL RENDER THE TENDER NON RESPONSIVE
ACCEPTANCE

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

The terms of the contract, are contained in:
Part 1: Tender Overview
Part 2 Scope of work.
Part 3: Pricing data
Part 4: Agreements and contract data, (which includes this agreement)

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.
The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document. Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . .
Name . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
Capacity . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
for the Employer
eThekwini Municipality
Strategic Projects Unit
Loram House
70 Masabalala Yengwa Ave
Durban

Name and . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . .
signature . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
of witness . . . . . . . . . . . . . . . . . . . . . . . . . . . . .