



PIKITUP JOHANNESBURG SOC LIMITED

BID DOCUMENT FOR THE APPOINTMENT OF A PANEL OF PRE-APPROVED SERVICE PROVIDERS FOR MARKETING AND ADVERTISING AGENCIES OVER A PERIOD OF 36 MONTHS

BID NO: PU 089 / 2020

CLOSING DATE: 25 JANUARY 2021

CLOSING TIME: 11:00AM

BIDDER NAME:

BID AMOUNT:

TENDER DOCUMENT FOR:

**PIKITUP JOHANNESBURG SOC LTD
JORISSEN PLACE
66 JORISSEN STREET
BRAAMFONTEIN, JHB**

Contact person: FHATUWANI MAADI

E-mail: fhatuwanimaadi@pikitup.co.za

Enquiries relating to this bid may be e-mailed to the mentioned above contact person. Queries must be sent at least five business days prior the tender closing.

Bid document must be deposited at:

Pikitup Head Office, Tender Office, Ground Floor, East Wing, Jorissen Place, 66 Jorissen Street, Braamfontein, JHB before the closing date and time.

No briefing session will be held for this tender

Please report fraud and corruption at the City of Johannesburg Anti-Fraud Hotline: 0800 002 587 or National Treasury Anti-Corruption Hotline: 0800 701 701

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ANNEXURE 1.1

MBD 1

INVITATION TO BID

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PU089/2020	CLOSING DATE:	25 JANUARY 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	FOR THE APPOINTMENT OF A PANEL OF PRE-APPROVED SERVICE PROVIDERS FOR MARKETING AND ADVERTISING AGENCIES OVER A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PIKITUP TENDER BOX, SITUATED AT PIKITUP JOHANNESBURG (SOC) LIMITED, JORISSEN PLACE, TENDER OFFICE, EAST WING, GROUND FLOOR, 66 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG, 2000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT		CONTACT PERSON	SAME	
CONTACT PERSON	Fhatuwani Maadi		TELEPHONE NUMBER	SAME	
TELEPHONE NUMBER	NOT APPLICABLE		FACSIMILE NUMBER	SAME	
FACSIMILE NUMBER	NOT APPLICABLE		E-MAIL ADDRESS	SAME	
E-MAIL ADDRESS	fhatuwanimaadi@pikitup.co.za				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

AUTHORITY TO SIGN A BID

Bidders are to provide a letter or resolution or delegation of authorization to sign the tender documents on behalf of the bidding organization.

The bidder may provide their own format or complete the relevant template below.

<p>1. <u>Sole Proprietor (Single Owner Business) and Natural Person</u></p>			
<p>1.1 I, , the undersigned, hereby confirm that I am the sole owner of the business trading as</p>			
<p>OR</p>			
<p>1.2 I, , the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.</p>			
SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
			NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We the undersigned partners in the business trading as
 hereby authorise Mr/Mrs to sign
 this bid as well as any contract resulting from the bid and any other documents and correspondence in
 connection with this bid and/or contract for and on behalf of the above mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. Consortium

We the undersigned consortium partners, hereby authorise _____ (Name of entity) to act as lead consortium partner and further authorise Mr/Ms _____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

5. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms

.....

Authorized signatory of the Company / Close Corporation / Partnership (name)

.....

Acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

LEAD PARTNER (Whom the Pikitup shall hold liable for the purpose of the tender)			
NAME OF FIRM			
ADDRESS			TEL. NO.
SIGNATURE		DESIGNATION	

2nd PARTNER			
NAME OF FIRM			
ADDRESS			TEL. NO.
SIGNATURE		DESIGNATION	

3rd PARTNER			
NAME OF FIRM			
ADDRESS:			TEL. NO.
SIGNATURE		DESIGNATION	

4th PARTNER			
NAME OF FIRM			
ADDRESS:			TEL. NO.
SIGNATURE		DESIGNATION	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF MUNICIPAL SCM REGULATIONS 21(d) (ii)

I, (full name) and (ID no.), hereby acknowledge that the Pikitup may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the City of Johannesburg, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

Further details of the bidder’s director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

ANNEXURE 1.2

CONDITIONS OF TENDER

CONDITIONS OF TENDER

RETURN OF BIDS

This BID closes as indicated on the cover page of this tender document. Late bids will not be accepted or considered and bids delivered to any other address besides the address stated above will not be considered.

Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for BIDS that are not placed in the bid box by the closing date and time.

No BID shall be considered unless it is accompanied by sufficient information to show that the goods offered comply with the specification.

Bidders must state the country of origin and the name of the manufacturer of the goods offered. Documentary proof must be produced, if required.

Bidding documents must be completed properly in permanent black ink, and no correction fluid (Tippex) may be used on the bid document. If the bidder wishes to make a change, the bidder must draw a line through the incorrect wording, write the correct wording next to the change, and also initial next to the change.

VALIDITY PERIOD

Your bid submission must remain valid for a period of **90 days** from the closing date of this bid. It will constitute an offer which remains open for acceptance during the validity period.

BRIEFING OR INFORMATION MEETING

Where the bid document indicates that a compulsory briefing meeting will be held as per the details provided on the cover page of the bid document, it is a requirement of the bid that the bidder's representative must attend the briefing session as important information pertaining to the bid will be discussed at the meeting. Bidders must attend the compulsory briefing session and ensure to sign the attendance register. Non-attendance to the compulsory briefing meeting will result in your bid being disqualified for further evaluation.

Where the bid document indicates that the information meeting is not compulsory, attendance of the meeting would be optional to accommodate questions relating to the bid.

Where the bid document indicates that no briefing or information meeting will be held. Questions relating the bid must be email to the contact person as indicated in the bid document.

ADJUDICATION OF BIDS

Bids submitted in response to this invitation will be adjudicated by PIKITUP in terms of the Supply Chain Management Policy and Procedure Manual developed in accordance with the requirements of the Municipal Finance Management Act 56 of 2003, the Preferential Procurement Policy Framework Act # 5 of 2000, and the Preferential Procurement Regulations of 2017. Enquiries in respect of the policy should be addressed to PIKITUP's General Manager: Supply Chain Management – tshidimema@pikitup.co.za

CONTRACT

The terms of the proposed contract with PIKITUP are contained in the General Conditions of Contract, the Special Conditions of Contract and any of the sections of these bidding documents in which the bidder makes an undertaking

as to its performance. You must read and understand the terms before you submit your BID as you will be bound by the Contract (as described) if your BID is successful.

ADMINISTRATIVE JUSTICE

In adjudicating bids, PIKITUP shall comply with the requirements of the Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000, to the extent that these Acts apply to the adjudication by a municipal entity of bids in response to a bid invitation.

INTERNAL APPEAL PROCESS

Following the evaluation of tender and selection of a preferred bidder, and provided that a procurement contract has not already entered into force, any bidder may submit a complaint in writing to the chairperson of the PIKITUP Board of Directors (“the Board”) or the Managing Director that PIKITUP has not complied with the requirements of the PIKITUP Supply Chain Management Policy or the PIKITUP Code of Ethics, or has in any respect acted in a way that is irregular. The Chairperson of the Board or Managing Director shall not entertain a complaint unless it was submitted within 20 calendar days of when the supplier or contractor submitting it became aware of the circumstances giving rise to the complaint or of when that supplier or contractor should have become aware of those circumstances, whichever is earlier; or entertain a complaint after the procurement contract has entered into force.

Unless the complaint is resolved by mutual agreement of the bidder and the Chairperson of the Board or Managing Director, the Chairperson of the Board shall, within 30 calendar days after the submission of the complaint, issue a written decision. The decision shall state the reasons for the decision; and if the complaint is upheld in whole or in part, indicate the corrective measures that are to be taken.

The decision of the Chair of the Board shall, subject to the review powers of any competent court, be final.

PROVISO

In evaluating bids received and adjudicating the award of this tender, Pikitup Johannesburg (SOC) Limited will, in addition to the pre-compliance and functionality criteria included in the specifications and irrespective of the capital, pricing and black economic empowerment structures of the bidder, take into account as objective criteria (1) the desirability of rotating the work amongst service providers, (2) the past bidding practices of any bidder in relation to evidence and/or reports of combative practices including conduct reported, amongst others, in terms of the Prevention and Combatting of Corrupt Activities Act, 2004, (3) the past contractual performance of any bidder and (4) the nature and extent of disputes involving the bidder in relation to past and/or current contracts. Note that as a result of the application of these objective criteria, the highest scoring bidder(s) will not necessarily be selected as a preferred bidder(s).

In line with the provisions of Supply Chain Management Policy, Pikitup reserves the right to:

- request for a validity extension if necessary,
- apply pre-qualification criteria to advance designated groups in terms of the PPPFA of 2000: Preferential Procurement Regulations of 2017
- award the bid in whole, or award the bid in parts, or not to award the bid at all,
- award the bid to one or more than one bidder(s)
- negotiate the bid price offered, and / or any other terms and conditions of this requirement with the preferred bidder(s), before the final award of the bid.

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Pikitup further retain the right to:

- veto or conduct a due diligence on any bidder, and / or any of their sub-contractors or sub-service providers;
- request for samples, demonstrations, site visits or further information relating to the offered goods, services or works
- evaluate, review, test, inspect any of the products and / or staff offered for the tender, at Pikitup's sole discretion accept or reject such.

As per section 2(1)(f) of the PPPFA, one or more of the following "objective criteria" may be considered for final selection of bid(s):

- The spread of business amongst suppliers and / or rotation of contracts amongst suppliers,
- The protection of the environment or sustainability considerations,
- The geographical origin of resources utilised as inputs for the execution of the proposed contract,
- The development and / or impact on the local community,
- Considerations of after purchase costs, such as maintenance cost, operational costs, licence costs, or life cycle cost,
- Variants from the original scope of requirements,
- Financial stability and commercial status of the bidder(s),
- The receipt of an abnormally low bid amount, provided that the bidder in question is allowed an opportunity to justify its bid.

DECLARATION BY BIDDER:

I the undersigned, (Name and Surname), being the duly authorised undersigned representative of the Bidder and its associates hereby grant Pikitup Johannesburg (SOC) Limited the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 for the use of the personal information relating to the Bidder (i.e. the company, its owner(s), employees and/or any associated persons' BEE credentials, demographic / ownership profile, location etc.) for the legitimate purposes relating to this bid submission, its evaluation and adjudication.

I FURTHER DECLARE THAT I/WE HAVE READ THE CLAUSES SET OUT ABOVE IN THIS OF THE TENDER DOCUMENTS AND ACCEPT THEIR CONTENTS, SUBJECT TO ANY DECLARATION, WE HEREBY OFFER TO CONTRACT WITH PIKITUP ON THE TERMS SET OUT IN THE BID DOCUMENTS SHOULD WE BE APPOINTED AS THE SUCCESSFUL BIDDER.

AUTHORISED SIGNATURE :

CAPACITY OF SIGNATORY :

DATE :

ADDRESS :

WITNESSES: 1 WITNESSES: 2

ANNEXURE 2.

TERMS OF REFERENCE / SPECIFICATION OF REQUIREMENTS

**TERMS OF REFERENCE FOR THE APPOINTMENT
OF A PANEL OF PRE-APPROVED SERVICE
PROVIDERS TO PROVIDE MARKETING AND
ADVERTISING AGENCY SERVICES FOR PIKITUP
OVER A PERIOD OF 36 MONTHS**

1. INTRODUCTION

1.1 Background of PIKITUP Johannesburg SOC Limited

Pikitup Johannesburg (SOC) Ltd (Pikitup) is 100% owned by the City of Johannesburg (CoJ), and established in terms of the Companies Act, No. 61 of 1973 on 1 November 2000 and is mandated to provide integrated waste management services to the residents of Johannesburg. In line with the establishment of Pikitup, the CoJ utilises the Environment, Infrastructure and Services Department (EISD) as well as the appointed Board of Directors, and Group Governance Department to oversee the governance of the company, as well as to regulate it.

In order for Pikitup to successfully make a meaningful impact with regards to the guiding principles for waste management to ensure resource security, environmental sustainability and good governance in the city of Johannesburg, the resources of the organisation must be directed towards the activities envisaged by the City's Growth and Development Strategy (GDS 2040).

The strategic focus of Pikitup is to ensure waste prevention and minimisation and a community driven approach to waste management. This requires the implementation of projects and approaches, innovative solutions, partnerships and stakeholder involvement to achieve this. Programmes are designed to create opportunities for developmental service delivery and for communities to take responsibility for the way services are delivered. This contributes towards the alleviation of poverty, inequality and unemployment. There is a particular focus in the business plan to address organisational transformation in order to build an effective and efficient company that delivers world class services as required from a developmental state.

The focus for Pikitup is to ensure waste minimisation, whilst delivering efficient and effective services to the residents of Johannesburg. The success to achieve this outcome will require the participation of all residents and businesses and therefore there is a particular focus on stakeholder engagement and partnership going forward, making sure that there is a collective effort from civil society, business and labour.

Pikitup has identified five goals aligned to the objectives and the programmes of the City of Johannesburg. The business plan includes projects for implementation to achieve these goals.

These are:

Goal 1: Integrated Waste Management, Waste Prevention and Waste Minimisation

These activities relate to ensuring that the necessary projects are implemented to ensure prevention and minimisation of waste as well as to divert waste from landfills through tackling all waste streams generated within the City of Johannesburg. Re-use, recycling and recovery activities are prioritised and the necessary infrastructure to support these initiatives developed. The projects included are separation at source rollout throughout the city, with a view to making this mandatory, building buy back centres and upgrading garden refuse sites to integrated waste facilities, dealing with green waste and composting as well as addressing the operations and viability of the incinerator. There is an acknowledgement that some of the interventions require technological solutions, therefore collaboration with the private sector is key. The programme also

recognises the role of waste reclaimers in the process and relevant interventions are included to build partnerships with reclaimers and recyclers in the roll out of separation at source.

Goal 2: Realisation of Value throughout the Waste Value Chain

In order to address waste prevention as well as the minimisation of waste, there is a need to create value from waste throughout the value chain. Incentives and disincentives should be used to ensure that minimal waste is generated but also that there is an incentive to recycle and extract valuable waste from the waste stream that may then be used as productive resources in other processes.

Pikitup will contribute by ensuring that a recycling economy is established in the City of Johannesburg where communities and entrepreneurs will be able to manage and benefit from recycling activities and waste may be used as a resource to produce various products. At the centre of this intervention is the establishment and facilitation of various co-operatives to participate in recycling activities, cleaning of areas as well as addressing illegal dumping in communities.

Goal 3: Effective Delivery of Waste Services

Whilst implementing projects to enhance waste prevention and minimisation, waste removal services will be provided in an efficient manner and service levels improved. A clean City of Johannesburg builds investor confidence and improves the health and quality of life of its citizens. Various initiatives in the 2017/18 financial year are aimed at improved cleanliness levels in the inner city, outer city, hostels and informal settlements. Specific attention is also paid to measures to address illegal dumping.

The implementation of Community Upliftment Programmes will be included in the service delivery approach. The approach entails appointment of community-based contractors and co-operatives to take responsibility for collecting and managing waste, including in informal settlements, street cleaning and illegal dumping.

Goal 4: Partnerships and Involving Stakeholders

Behavioural change in the home and in the workplace is key to the success of waste prevention and minimisation and therefore significant resources will be allocated to developing partnership and involving stakeholders in education and awareness programmes.

Education and awareness creation in communities is also critical to address matters of illegal dumping, as well as more effective law enforcement. It is acknowledged that Pikitup cannot achieve these goals by itself and therefore requires partnerships and participation from various stakeholders.

Goal 5: Building an Efficient, Effective and Viable Waste Management Company

Customer centric services and processes are required to drive a highly efficient and effective business organisation operating in the logistics space. In order to achieve this goal various supporting processes, systems and structures should be in place. These relate to:

- Economic and financial analysis

- Evidence based planning
- Operations management
- Best practice financial and human resource management
- Appropriate policies and internal controls
- Effective management of risks
- Building a skilled workforce aligned to the needs of the company
- Productivity improvement measures
- External and internal communication plans

For more information on Pikitup business and areas of operation, please visit our website on www.pikitup.co.za.

2. PROBLEM STATEMENT

2.1 The City of Johannesburg is fast running out of landfill site airspace. This is due, in part, to the uncaring attitude of our communities to issues related to the generation, handling and disposal of waste generated at households, office spaces, recreational facilities, etc.

On an annual basis, about 1.5 million tons of waste is generated with close to 80% of this ending up at the remaining four landfill sites. The reliability on landfill disposal makes the city to be very vulnerable in that, if the current practice continues, we will run out of landfill airspace within a period of 5 years.

The National Waste Management Strategy shifts the focus of waste management away from disposal of waste to avoidance, reduction, re-use and recycling before handling and final disposal. The strategy applies the principles of accountability, cradle to grave responsibility, equity, integration, waste avoidance and minimisation in its action plans which aim to move away from fragmented and uncoordinated waste management to integrated waste management.

Pikitup acknowledges that keeping the desired cleanliness levels of the City of Johannesburg is not in its hands alone but requires a collaborative effort from all stakeholders. So, this reality calls for households, businesses, schools and other stakeholders within the City of Johannesburg to make a conscious decision to change their behaviour towards waste. Waste is not rubbish but a resource to be treasured. Each stream of waste being generated is a valuable material that can be reused, recycled or recovered in one form or another. This reality calls for households, businesses and other stakeholders within the City of Johannesburg to make a conscious decision to change their behaviour towards waste. Waste is not rubbish but a resource to be treasured. Each stream of waste being generated is a valuable material that can be reused, recycled or recovered in one form or another. It is critical that concerted efforts be placed on awareness creation and education.

2.2 On the other side, there is a pervasive mind set among Joburg citizens that tolerates littering and illegal dumping. The negative consequences of this mind set extend far beyond the visible blight of unhealthy illegal dumping spots. It costs the City of Johannesburg approximately more than R60 million per annum to clear illegal dumping sites - money that could be far better utilised on other essential services.

Currently, there are over two thousand illegal dumping sites across the City of Johannesburg that Pikitup must deal with.

Pikitup's strategy for curbing illegal dumping and littering should not only be dedicated to cleaning up illegal dumping sites, but also to create awareness and negative impact illegal dumping has to society and environment and should encourage citizens to take stewardship of the environment.

3. TARGET MARKET

Pikitup's target market vary and include amongst others the public at large, Pikitup's employees, ward councillors, waste management and environmental professionals, business sector, political parties, churches, hawkers, waste Industry and opinion makers in waste management throughout the country.

4. SCOPE OF WORK

Pikitup hereby invites experienced and reputable bidders to submit proposals for a panel of service providers/agencies to provide marketing and advertising services for Pikitup's key programmes and initiatives.

The bidders will be responsible for the following services and should have strong credentials in this regard:

4.1 PROVISION OF CAMPAIGN STRATEGY AND CREATIVE DEVELOPMENT

In consultation with Pikitup's Communication and Stakeholder Management department, the service provider will be required to:

- a. Conceptualise creative concepts, messages and themes for Pikitup's marketing communication and education and awareness waste management campaigns.
- b. Develop above-the-line creative material for Pikitup's campaigns.
- c. Commission a professional photographer and videographer to attend key Pikitup's events and activations in order to produce still pictures and videos to be utilised for all the collaterals and advertisements including for Pikitup annual report.
- d. Develop targeted social media campaigns for Pikitup that not only push the campaigns, but that will also create meaningful conversations and encourage participation of stakeholders on matters of waste minimisation while at the same time increasing followers and fans on Pikitup's social media platforms: Facebook (www.Facebook.com/Pikitup) (A Cleaner Joburg) and Twitter (@CleanerJoburg).
- e. Provision of brand ambassadors that are in a position of influence to support the mandate, key programmes and initiatives of Pikitup mainly through social media. The ambassadors must have passion for environment and cleanliness.
- f. Monitor and measure the success of the campaigns and provide post-campaign analysis reports.

5. DURATION

The proposed panel is for a period of thirty-six (36) months on an as and when required basis, and performance will be assessed on a quarterly basis and reviewed on an annual basis.

PIKITUP reserves the right to negotiate terms and conditions of the contract, to award the contract to one or more bidders, award a portion of the scope, or not to award at all.

6 PAYMENT STRUCTURE

- 6.1 PIKITUP undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice with supporting documents.
- 6.2 Payments will only be made based on the work completed (milestones/deliverables) as per the project plan to be agreed upon at the inception of the project.

7. EVALUATION CRITERIA

PIKITUP will establish a Bid Evaluation Committee (BEC) whose responsibility is to evaluate the bids received in accordance with the tender evaluation criteria, and based on the outcome of the evaluation, make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will evaluate the bids in accordance with the criteria below and make recommendations to the BAC for their consideration.

The bid will be evaluated based on pre-compliance requirements, functionality, price and preference, and lastly bidder presentations.

The top six highest scoring bidders that meet all the tender evaluation criteria will be invited to make a presentation to Pikitup's Bid Evaluation Committee (BEC), and the final selection of the top three will be made based on the outcome of the presentation.

7.1 PRE- COMPLIANCE CRITERIA

The appointed Bid Evaluation Committee will validate the list of returnable documents as mentioned below for further evaluation in functionality stage. Bidders will be eliminated for not complying with submitting compulsory returnable documents as stated below:

7.1.1 Compulsory Returnable Documents Required:

Bidders shall be eliminated for not submitting compulsory returnable documents as stated below. In line with Pikitup SCM Policies and Procedure Manual, bidders are required to attend a Compulsory Briefing/Information session and failure to attend the briefing session will lead to the bidder being disqualified from further evaluation.

Compulsory Returnable Documents	Submitted (YES or NO)
<p>a) To enable Pikitup Bid Evaluation Committee to verify the bidder's tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none"> • Valid Tax Clearance Certificate (TCC); • Or a copy of the Central Supplier Database (CSD) registration; • Or indicate the Master Registration Number/CSD Number; • Or indicate the tax compliance status PIN. <p>(Note: Refer to MBD1)</p>	
<p>b) Confirmation that the bidding company's municipal accounts are up to date:</p> <ul style="list-style-type: none"> • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or • Letter or Statement or Affidavit from landlord confirming that the Bidder (bidding company) has no disputed account(s) and the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. • Bidders operating from home must submit affidavit to that effect <p>In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal accounts are up to date:</p> <ul style="list-style-type: none"> • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or • Letter or Statement or Affidavit (correspondence should be dated and not older than 3 months) for all the South African based owners / members / directors / major shareholders from their respective landlord/s confirming that the owners / members / directors / major shareholders of the bidding company has no disputed account(s) and the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. <p>NB: The Same physical address must be specified on the MBD1 form. If the business is run from the domestic address, a signed letter by the owner/landlord/managing agent of the property indicating such should be provided.</p>	
<p>c) Valid Original or certified copy of BBBEE Certificate or sworn affidavit witnessed by a Commissioner of oath would be required to validate the BBBEE particulars.</p> <p>Pre-qualification criteria to advance designated groups in terms of the PPPFA of 2000: Preferential Procurement Regulations of 2017)</p> <p>A minimum B-BBEE Status Level 4 is required to qualify for this tender (i.e. BBBEE level 1 to 4 will be considered)</p>	

NB: Bidders who fail to comply with the minimum BBB-EE requirements (i.e. level 1 to 4) will be disqualified for further evaluation	
d) Fully completed, duly signed and Declaration Forms per bid annexures (MBD1, MBD4, MBD6.1, MBD8 and MBD9) <i>Attach letter or delegation of authorization to sign the tender documents.</i>	
e) Joint venture - (Only applicable if tendering as a joint venture) For all the companies operating as Joint Ventures, the following must be complied to: “A joint venture agreement signed by all parties must be submitted. This agreement must explain the roles and responsibilities of all parties including the nominated signatory on behalf of the JV. <ul style="list-style-type: none"> • All parties to submit all relevant <u>compulsory documents listed from (a) to (e) above.</u> <p>It is the condition of this bid that the successful bidder will continue with same contractor or JV partner for the duration of the contract. In the event the JV agreement is dissolved, the contract with Pikitup becomes null and void.</p>	

7.1.2 Other Returnable Documents Required:

Other Returnable Documents	Submitted (YES or NO)
a) Proof of Company Registration	
b) Certified Copy of ID Documents of owners/members/directors/ major shareholders	
c) Company Profile/s	
d) Attach all supporting documents as required in the Functionality Evaluation criteria included herein	
e) Provide a portfolio of evidence of five Integrated Marketing Communication and Education and Awareness campaigns relating to Waste Management done in the last five years indicating budget	
f) Provide five (5) signed and dated reference letters from previous or current clients for the projects or campaigns indicated in the portfolio of evidence	
g) Provide a portfolio of evidence and supporting documents for two projects or campaigns that have included brand ambassadors / social media influencers.	
h) Submit CV's for Strategist and Creative Director	
i) Submit certified copies of qualification for Strategist and Creative Director	
j) Submit company profile that demonstrate the bidding company's historic experience in marketing and advertising	
k) Submit examples of post campaign reports of previous completed campaigns using various tools/metrics	

7.2 FUNCTIONAL REQUIREMENTS

The Functional / Technical criterion will be utilized to test the capability of service providers. The Technical / Functionality will be evaluated against the following detailed requirements:

As a risk mitigating factor, a functionality threshold of 70% is introduced. Bidders that score below the threshold would not be considered for further evaluation and will therefore be disqualified. The minimum required points for functionality evaluation are 70 points calculated out of a total of 100 points. Only bidders who meet the minimum required threshold for functionality will be further evaluated on Price and Preference.

FUNCTIONAL EVALUATION – MARKETING AND ADVERTISING SERVICES								
FUNCTIONALITY	REQUIREMENT	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)	Checklist and Scoresheet for the Bid Evaluation Committee				
				Weighted Points	Which page(s) in the proposal?	Yes	No	Score
1. Bidders' Relevant Experience	1.1 The bidder must demonstrate experience in conceptualising, developing and managing Integrated Marketing Communications Waste Campaigns	The bidder must provide a portfolio of evidence of five Integrated Marketing and Education and Awareness campaigns relating to Waste Management done in the last five years. The portfolio must also indicate budget used for those Projects / Campaigns.	<ul style="list-style-type: none"> ▪ Five or more projects = 5 pts ▪ Four projects = 4 pts ▪ Three projects = 3 pts ▪ Two projects = 2 pts ▪ One project = 1 pts ▪ No project = 0 pts. 	20 points	Refer to which page(s) or section of proposal	<input type="checkbox"/>	<input type="checkbox"/>	

	<p>1.2 Reference letters</p>	<p>The bidder must provide five (5) signed and dated reference letters from previous or current clients for each portfolio of evidence provided in section 1.1.</p> <p>The evaluation committee reserves the right to verify all the letters.</p> <p>Unsigned and no dated letters will result in bidder scoring zero.</p>	<ul style="list-style-type: none"> ▪ Five reference letters = 5 pts ▪ Four reference letters = 4 pts ▪ Three reference letters = 3 pts ▪ Two reference letters = 2 pts ▪ One reference letter = 1 pts ▪ No reference letter = 0 pts. 	<p>15 points</p>	<p><i>Refer to which page(s) or section of proposal</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	
	<p>1.3 Portfolio of evidence of two projects/campaigns</p>	<p>The bidder must provide portfolio of evidence of two projects/campaigns that have included brand ambassadors/social media influencers. The bidder must provide verified social media pages and or/ handles and email address of each of the ambassadors/social media influencers used.</p> <p>Failure to submit as per the requirement will result in the bidder scoring zero.</p>	<ul style="list-style-type: none"> ▪ Two or more projects = 5pts ▪ One (1) project = 3 pts ▪ No projects = 0pts. 	<p>10 points</p>	<p><i>Refer to which page(s) or section of proposal</i></p>	<input type="checkbox"/>	<input type="checkbox"/>	

	1.4 Project team skills, qualifications and experience (Organogram and CVs).	Submit CV of the Strategist that demonstrate experience as a Strategist.	5 years of experience and more = 5 points 4 years of experience = 4 points 3 years of experience = 3 points 3 years of experience = 3 points 2 years of experience = 2 points 1 year of experience = 1 point	10 points	Refer to which page(s) or section of proposal	<input type="checkbox"/>	<input type="checkbox"/>	
		Submit CV of the Creative Director that demonstrate experience as a Creative Director.	5 years of experience and more = 5 points 4 years of experience = 4 points 3 years of experience = 3 points 3 years of experience = 3 points 2 years of experience = 2 points 1 year of experience = 1 point	10 points	<i>Refer to which page(s) or section of proposal</i>	<input type="checkbox"/>	<input type="checkbox"/>	
		Submit certified copies of qualifications (Diploma/Bachelor's Degree in Marketing/Communication/Public Relations or Advertising) for the Strategist	Submission of certified qualifications =5 Not submitted/or not relevant= 0	5 points	<i>Refer to which page(s) or section of proposal</i>	<input type="checkbox"/>	<input type="checkbox"/>	

	1.5 Qualifications	Submit certified copies of qualification (Diploma/Bachelor's Degree in Marketing/Communication/Public Relations or Advertising) for the Creative Director	Submission of certified qualifications =5 Not submitted/or not relevant= 0	5 points	<i>Refer to which page(s) or section of proposal</i>	<input type="checkbox"/>	<input type="checkbox"/>	
	1.6 Company Experience	Bidder to submit company profile to demonstrate experience in marketing and advertising	5 years' experience or more in marketing and advertising = 5 points 4 years' experience in marketing and advertising = 4 points 3 years' experience in marketing and advertising = 3 points 2 years' experience in marketing and advertising = 2 points 1-year experience or less in marketing and advertising = 1 point	10 points	<i>Refer to which page(s) or section of proposal</i>	<input type="checkbox"/>	<input type="checkbox"/>	
2 Evaluate Effectiveness and success of Campaigns	2.1 The bidder must show ability to produce post campaign reports (showing reach, frequency and impact) using preferred methodology.	The Bidder should submit post campaign reports of previous completed campaigns using various tools/metrics (TAMS, RAMS, ABC or other tools/metrics similar)	3 or more reports = 5 points 2 reports = 3 points 1 report – 1 point 0 report – 0 points	10 points	<i>Refer to which page(s) or section of proposal</i>	<input type="checkbox"/>	<input type="checkbox"/>	
3 Locality	3.1 Locality	Proof of address where business is operating (i.e. municipal statement / letter from landlord)	Location of offices - Within CoJ - 5 - Within Gauteng – 3 - Outside Gauteng but in RSA – 1	5 points	<i>Refer to which page(s) or section of proposal</i>	<input type="checkbox"/>	<input type="checkbox"/>	[1-5]
TOTAL POINTS				100				

7.3. PRICE AND PREFERENCE POINTS EVALUATION CRITERIA

Bidders that qualify functionality, will be further evaluated on price and preference in terms of the PPPFA and Preferential Procurement Regulations of 2017.

Price and preference evaluation for this bid will be done on the 80/20 basis.

The price and preference evaluation of the proposal will be done in terms of the PPPFA and Preferential Procurement Regulations of 2017. Also refer to MBD 6.1 for details.

8. SELECTION OF PANEL OF PRE-APPROVED SERVICE PROVIDERS

The bid will be evaluated based on pre-compliance requirements, functionality, price and preference, and lastly bidder presentations.

The bidders that qualify will be ranked from the highest scoring to the lowest scoring based on the price and preference evaluation point allocation.

The top six highest scoring bidders that meet all the tender evaluation criteria will get preference of selection and will be invited to make presentations to Pikitup's Bid Evaluation Committee (BEC).

The panel of pre-approved service providers will be limited to a maximum of three service providers. Based on the outcome of the presentations, the top three bidders will be recommended to be included on the panel of pre-approved service providers.

9. APPOINTMENT OF PROJECTS AGAINST THE PANEL

The successful service providers who are appointed on the panel of pre-approved service providers will be given the opportunity to provide detailed quotes for projects during the validity of the panel.

Selection and award of individual projects will be based on the lowest quoted cost, though Pikitup have the right to as well consider rotation of service providers, previous performance of service providers, previous work allocation, as well as the capacity of the service providers.

10. PRICING SCHEDULE

The bidder shall provide total price in the South African Rand inclusive of VAT. Where conflicts exist between the price quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the price quoted in the pricing schedule shall prevail.

Provision for VAT in the bid price should be calculated at 15%. The bidder must make provision for price escalation and inflation.

Quoted prices must be inclusive of agency commission where applicable.

The bidders must quote for all line items on the pricing schedule.

10.1. PROVISION OF CAMPAIGN STRATEGY AND CREATIVE DEVELOPMENT

	Year 1	Year 2	Year 3
Elements	Hourly Rate	Hourly Rate	Hourly Rate
Persons who will be involved in the project and applicable rates, e.g.			
a. Strategist			
b. Copywriter			
c. Creative director			
d. Graphic designer			
e. Traffic			
f. Client services			
g. Voice-over fees			
h. Studio fees			
i. State any other resources that will be needed not included here			
NOTE: Any costs outside of that indicated above must be detailed separately with specific reference to this item			

10.2. DEVELOPMENT OF ABOVE-THE-LINE ADVERTISEMENTS

Design and develop print advertisements	Charges	Charges	Charges
a. Design and develop full colour A4 page advertisement			
b. Design and develop 10cm x 8cm full colour advertisement			
c. Design and develop half-page colour advertisement			
d. Design and develop 5cm x 3cm front ear advertisement to be placed on the front page of newspapers.			

Design and develop TV advertisements	Charges	Charges	Charges
a. Design and develop 30 second TV advertisement			
b. Design and develop 10 second news/weather commercial			
c. Design and develop 3-minute fillers / vignettes			
Design and develop radio advertisements	Charges	Charges	Charges
a. Design and develop 30 second radio advertisement			
b. Design and develop 10 second news/traffic radio advertisement			
c. Design and develop 3-5-minute inserts			
Design and develop digital screens advertisements	Charges	Charges	Charges
a. Design and develop 15 second digital screens advertisement			
b. Design and develop 15 second digital screens advertisement			
Design and production of billboard advertisements	Charges	Charges	Charges
a. Design and develop 3m x 6m landscape advertisement			
b. Design and develop 3m x 12m landscape advertisement			
c. Design and develop 4.5m x 18m landscape advertisement			
d. Design and develop 2m x 40m bridge site advertisement			
e. Design and develop 7.5m x 5m portrait advertisement			
f. Design and develop 9m x 6m portrait advertisement			
g. Design and develop 12m x 9m portrait advertisement			
Design and develop street pole advertisements	Charges	Charges	Charges
a. Design and develop 1800mm x 1250mm street pole advertisement			
b. Design and develop 2500mm x 1250mm street pole advertisement			
Design and develop Future Box / Container Advertisements	Charges	Charges	Charges
a. Design and develop advertisements that can fit 2.4 X13m - 2.4x4.7m boxes			

10.3. VIDEO PRODUCTION

Elements	Charges	Charges	Charges
a. Production of 3-minute video			
b. Production of 5-minute video			

10.4. COMMISSIONING OF VIDEOGRAPHER AND PHOTOGRAPHER

Elements	Hourly rate	Hourly rate	Hourly rate
a. Commissioning of a videographer			
b. Commissioning of a photographer			

10.5. COMMISSIONING OF BRAND AMBASSADORS/SOCIAL MEDIA INFLUENCERS

Elements	Hourly rate	Hourly rate	Hourly rate
a. Commissioning of social media influencers based in Gauteng who are passionate about environment, with 200 000 twitter followers and a minimum of 10% engagement on twitter posts.			
b. Commissioning of social media influencers based in Gauteng who are passionate about environment with 200 000 Instagram followers, with a minimum of 10% engagement on Instagram posts			

10.6. TOTAL BID AMOUNT

Important note: For price comparison purposes, please sum the unit rates/charges for all sections of the pricing schedule above, and thereafter sum the subtotals for each of the respective years to calculate the total bid value.

Summary	Sub-Total Year 1	Sub-Total Year 2	Sub-Total Year 3
Sub totals for all sections	R	R	R
Year 1 + Year 2 + Year 3 = Total bid value	R		

ANNEXURE 3.1

MBD 3.1

PRICING SCHEDULE

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:
Bid Number: PU089/2020
Closing Time: 11:00AM
Closing Date: 25 JANUARY 2021

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

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

Details to be completed on the attached pricing schedule, as per the terms of reference

- Required by Pikitup Johannesburg SOC Limited
- At various sites in and around the City of Johannesburg area as specified in the
- Brand and Model To be completed in a separate schedule
- Country of Origin To be completed in a separate schedule
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery As specified in the TOR
*Delivery: Firm/Not firm
- Delivery basis As specified in the TOR

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

Except if indicated differently in the pricing schedule, the bid price will remain fixed for the proposed contract period.

BID NUMBER PU089/2020 – BID DOCUMENT FOR THE APPOINTMENT OF A PANEL OF PRE-APPROVED SERVICE PROVIDERS FOR MARKETING AND ADVERTISING AGENCIES OVER A PERIOD OF 36 MONTHS

ANNEXURE 4

MBD 4

DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? (Circle the applicable answer) YES /

NO

3.8.1 If yes, furnish particulars.
.....

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

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

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

3.9 Have you been in the service of the state for the past twelve months? (Circle the applicable answer)...YES / NO

3.9.1 If yes, furnish particulars.....
.....

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

NO

3.10.1 If yes, furnish particulars.

.....
.....

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

(Circle the applicable answer)...YES /

NO

3.11.1 If yes, furnish particulars

.....
.....

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

(Circle the applicable answer)...YES /

NO

3.12.1 If yes, furnish particulars.

.....
.....

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

(Circle the applicable answer)...YES /

NO

3.13.1 If yes, furnish particulars.

.....
.....

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

(Circle the applicable answer)...YES /

NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ANNEXURE 5

MBD 5

**NOT APPLICABLE
FOR THIS TENDER**

ANNEXURE 6.1

**MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF
THE PREFERENTIAL PROCUREMENT REGULATIONS**

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

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

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

EME's / QSE's without a BBEE certificate may complete a SWORN AFFIDAVIT FOR BBEE-EXEMPT MICRO ENTERPRISE. Download affidavit at http://www.dti.gov.za/economic_empowerment/bee_codes.jsp

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - ~~— the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).~~
- 1.2 a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
 - b) Either the 80/20 ~~or 90/10~~ preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

BID NUMBER PU089/2020 – BID DOCUMENT FOR THE APPOINTMENT OF A PANEL OF PRE-APPROVED SERVICE PROVIDERS FOR MARKETING AND ADVERTISING AGENCIES OVER A PERIOD OF 36 MONTHS

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

ANNEXURE 6.2

**NOT APPLICABLE
FOR THIS
TENDER**

ANNEXURE 7

CONTRACT FORM

MBD 7.2 – RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 1. I hereby undertake to render services described in the attached bidding documents to **PIKITUP JOHANNESBURG SOC LTD** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **PU089/2020** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number **PU089/2020** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT:

NAME (PRINT):

SIGNATURE:

DATE:

Witness: 1.

Witness: 2.

ANNEXURE 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ (Name of Bidder)
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

ANNEXURE 10

CORPORATE GOVERNANCE BREACH CLAUSE

CORPORATE GOVERNANCE BREACH CLAUSE

1. PIKITUP Johannesburg (SOC) LTD (“PIKITUP”) requires (“the Company”) to comply, *mutatis mutandis* with the Code contained in the King II Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.

2. The Company irrevocably undertakes and agrees that it will, *mutatis mutandis*, comply with the Code for the term of this Agreement and any extensions thereof.

3. The Company acknowledges and agrees that:
 - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
 - 3.2 PIKITUP will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.

4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish PIKITUP with a written certificate, signed by the directors of the Company [**alternatively members of the Close Corporation**], certifying that the Company has complied with the provisions of the Code during the preceding months.

5. PIKITUP shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of PIKITUP and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to PIKITUP.

In the event of it being found that the Company is not complying with the Code, then PIKITUP shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then PIKITUP shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.

6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to PIKITUP that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

ANNEXURE 11

The National Treasury General Conditions of Contract 2010 as well as specific conditions of contract for this bid will apply. The GCC is available on www.nationaltreasury.gov.za. Any additional terms and conditions will form part of special conditions of contract to be agreed and signed upon award of the bid. The contract will have to be signed by the successful bidder before the project commence. A service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of award of contract.

The following agreement is a draft agreement (indicating the specific conditions of contract) and will be concluded at bid award with the successful bidder/s.

SERVICE LEVEL AGREEMENT

between

PIKITUP JOHANNESBURG (SOC) LIMITED
(“the Employer”)

and

(“the Service Provider”)

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PARTIES:

This Agreement is made between:

- (i) **PIKITUP JOHANNESBURG (SOC) LIMITED** a wholly owned municipal entity of the City of Johannesburg incorporated under the Companies Act (71 Of 2008), read with the Municipal Systems Act (32 of 2000), with registration number 2000/029899/07 (the “**Employer**”); and

- (ii) a company registered in accordance with the laws of the Republic of South Africa under registration number (the “**Service Provider**”).

WHEREAS

- A. The Employer is a non-profit company that is mandated to provide municipal waste management and minimisation services in the Johannesburg Metropolitan area.
- B. The Service Provider is an expert in the provision of campaign strategy and creative development services through the use of a wide variety of technological and management practices.
- C. In reliance on the Service Provider’s expertise, the Employer wishes to procure the services in its business operations.
- D. The Service Provider is willing and able to provide these services to the Employer and the Employer has agreed to take and pay for the services, subject to the terms and conditions of this agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Definitions

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 1.1.1 **Agreement** means this agreement, as amended, replaced or re-stated from time to time, and the schedules and annexures hereto, if any.
- 1.1.2 **Applicable Law** means any of the following, from time to time, to the extent it applies to a Party or the Services (including, the performance, delivery, receipt or use of the Services, as applicable and wherever occurring): (a) any statute, regulation, policy, by-law, ordinance or subordinate legislation (including treaties, multinational conventions and the like having the force of law); (b) the common law; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard enforceable by law; or (e) any applicable direction, policy or order that is given by a regulator;
- 1.1.3 **Business Day** means a calendar day, other than a Saturday, Sunday, or public holiday in South Africa;
- 1.1.4 **Charges** means the charges and fees payable by the Employer to the Service Provider as consideration for the performance of the Services, which charges are set out in Annexure C;
- 1.1.5 **Commercially Reasonable Efforts** means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a prudent and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party;

- 1.1.6 **Confidential Information** means all information relating to the Services and the Employer (including all information relating to the Employer’s business, products, services, affairs and/or finances which is not readily available, in the ordinary course of business, to third parties) and any other information which, by its nature, would reasonably be considered to be confidential;
- 1.1.7 **Force Majeure Event** shall have the meaning ascribed thereto in clause 17;
- 1.1.8 **Insolvency Event** means, in relation to either Party, the occurrence of any of the following events or circumstances:
- 1.1.8.1 an order or declaration is made or a resolution is passed for the administration, custodianship, curatorship, bankruptcy, liquidation, winding-up, any form of compromise, business rescue or dissolution, (and whether provisional or final) of it or its estate;
- 1.1.8.2 a Party is unable (or admits inability) to pay its debts generally as they fall due or is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;
- 1.1.8.3 any receiver, administrative receiver, any form of administrator, compulsory manager, curator, trustee in bankruptcy, liquidator, business rescue practitioner or the like (whether provisional or final) is appointed in respect of it or any material part of a Party’s assets or it requests any such appointment; or

- 1.1.8.4 an order is made placing a Party under supervision for business rescue proceedings as contemplated in section 131(1) of the Companies Act No. 71 of 2008;
- 1.1.9 **Parties** means the Service Provider and the Employer and **Party** shall mean either of them as the context requires;
- 1.1.10 **Performance Standards** means the performance and service levels, as set out in Annexure B and as may be amended by agreement between the Parties from time to time;
- 1.1.11 **Services** means the Services set out in Annexure A;
- 1.1.12 **Signature Date** means the date of signature of this Agreement by the Party signing it last in time;
- 1.1.13 **Term** shall have the meaning ascribed thereto in clause 4; and
- 1.1.14 **VAT** means value-added tax as may be levied in terms of the Value-Added Tax Act, No. 89 of 1991, to the extent applicable;

1.2 Interpretation

- 1.2.1 In addition to the definitions in clause 0, unless the context requires otherwise:
- 1.2.1.1 the singular shall include the plural and vice versa;
- 1.2.1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;
- 1.2.1.3 all the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the

purposes of interpreting it;

1.2.1.4 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

1.2.1.5 expressions defined in this Agreement shall bear the same meanings in the schedules and annexures to this Agreement which do not themselves contain their own conflicting definitions;

1.2.1.6 if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;

1.2.1.7 the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply; and

1.2.1.8 the words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s.

2. **APPOINTMENT**

The Employer hereby appoints the Service Provider to provide the Services to the Employer on a non-exclusive basis, and the Service Provider hereby accepts such appointment on the terms and conditions set out herein.

BID NUMBER PU089/2020 – BID DOCUMENT FOR THE APPOINTMENT OF A PANEL OF PRE-APPROVED SERVICE PROVIDERS FOR MARKETING AND ADVERTISING AGENCIES OVER A PERIOD OF 36 MONTHS

3. **RELATIONSHIP OF THE PARTIES**

3.1 For the avoidance of any doubt, the Parties record and agree that, pursuant to the implementation of this Agreement, the Parties shall at all times act as independent contractors to one another. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.

3.2 Nothing contained in this Agreement shall be construed as creating a company, close corporation, joint venture, partnership or association of any kind between the Parties; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment on a Party's or its affiliates' behalf with regard to the other Party and its affiliates other than as specifically set out herein.

3.3 Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

4. **COMMENCEMENT AND DURATION**

4.1 Subject to clause 0 below, this Agreement shall be deemed to have commenced on the Signature date and shall endure for 36 months (the "Term") until when it shall terminate automatically.

4.2 Notwithstanding the provisions of clause 0 above, this Agreement may be terminated at any time during the Term by the Employer or either Party in accordance with the provisions of clause 20.

5. **THE SERVICES**

5.1 The Service Provider agrees to provide the Services to the Employer as defined in Annexure A [*Services*].

5.2 The Service Provider shall be responsible for performing the Services in accordance with this Agreement and the Performance Standards detailed in Annexure B [*Performance Standards*]. The Service Provider undertakes that, in providing the Services, it will employ the necessary diligence, skill and expertise to comply with such Performance Standards.

5.3 The Service Provider shall participate in all meetings and service review sessions reasonably requested by the Employer upon reasonable notice to address performance issues related to this Agreement.

6. GENERAL OBLIGATIONS OF THE EMPLOYER

6.1 The Employer shall, for the duration of this Agreement, provide to the Service Provider such information and documentation as reasonably requested by the Service Provider so as to allow the Service Provider to fulfil its obligations in terms of this Agreement.

6.2 The Employer's use of the Services shall comply with all material Applicable Law.

6.3 In addition, and without derogating from the generality of this clause 6, the Employer shall for the duration of the Term (and during any extension of such Term, if applicable):

6.3.1 co-operate with the Service Provider in all matters relating to the Services; and

6.3.2 provide, in a timely manner, such input and other information as the Service Provider may reasonably require, and ensure that it is accurate in all material respects.

6.4 In addition, the Employer shall be responsible for and undertakes to pay the Charges as set out in Annexure C hereto.

7. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

7.1 The Service Provider shall:

7.1.1 Perform the Services with due care, skill, professionalism, and diligence as would be expected of a reasonable service provider in the position of the Service Provider;

7.1.2 co-operate with the Employer in all matters relating to the Services;

7.1.3 provide the Services in accordance with the Performance Standards;

7.1.4 strictly and punctually comply with all reasonable requests submitted by the Employer in relation to the Services at any time;

7.1.5 work with the Employer to integrate its Services with other service providers, so appointed by the Employer, in order to achieve the main business objects as set out in the Employer's Memorandum of Incorporation;

7.1.6 comply with all Applicable Laws in relation to the provision of the Services conduct itself in a courteous and business-like manner always considering the image and reputation of the Employer; and

7.1.7 subject to clause 11 respect the confidentiality of the Employer.

8. CHARGES

8.1 As consideration for the provision of the Services, the Service Provider shall be entitled to the Charges in accordance with Annexure C.

8.2 The Service Provider shall use Commercially Reasonable Efforts to procure the services of any third party that it elects to use at reasonable rates, bearing in mind criterion such as quality of service, synergies and reliability.

8.3 Within 10 (ten) Business Days after the end of each calendar month, the Service Provider shall deliver its invoices in respect of the Charges to the Employer, which invoices shall set out in sufficient detail what services were provided in any given month and the amount charged for each. Within 30 (thirty) days of receipt of such invoice, the Employer shall make payment of the amount specified therein to the Service Provider into a bank account nominated in writing by the Service Provider from time to time.

9. **SERVICE PROVIDERS WARRANTY ON ADHERENCE TO ANTI-BRIBERY AND SANCTIONS LAWS OR POLICIES**

9.1 No Party to this Agreement shall engage in any activities in relation to the Services, which would be in contravention of any Applicable Law relating to anti-fraud and corruption.

9.2 The Service Provider hereby warrants that, for the duration of this Agreement, it will comply (and will procure that all its employees, directors, officers or agents comply) with all laws, regulations or policies relating to economic sanctions, trade sanctions and/or export controls and the prevention and combating of bribery, corruption and money laundering (“**Anti-Corruption and Sanctions Regulations**”), to which it or the Employer is subject.

9.3 The Service Provider further warrants that it has, and will for the duration of this Agreement have, an adequate anti-corruption programme in place to enable compliance with the Anti-Corruption and Sanctions Regulations.

9.4 The Service Provider undertakes not to, and will procure that all its members/employees, directors, officers or agents, do not:

9.4.1 pay, promise to pay or offer to pay, or authorise the payment of any commission, success fee, bribe, pay off or kickback related to the performance of its obligations that violates any Anti-Corruption and Sanctions Regulations or enter into any agreement pursuant to which

any such commission, success fee, bribe, pay off or kickback may or will at any time be paid; or

9.4.1 offer, promise or give any undue pecuniary or other advantage, whether directly or indirectly to any public official, with the intent of influencing the actions or decisions of such official in performance of his/her official duties, with the purpose of obtaining or retaining business or other improper benefit or advantage.

9.5 Any breach by the Service Provider of the provisions of this clause will be a material breach of this Agreement and entitle the Employer to cancel this Agreement immediately on notice to the Service Provider.

10. **PENALTIES**

If the Service Provider fails to achieve the Services or complete an activity by a date specified in the purchase order then, the Employer shall, without prejudice to its other remedies under this Contract impose a penalty of 5% of the invoice price which shall be deducted on each invoice submitted from the date the Service Provider failed to achieve or complete an activity until the contract is terminated.

11. **CONFIDENTIALITY**

11.1 The Service Provider agrees and undertakes to use the Confidential Information only for the purpose of rendering the Services in terms of this Agreement and for no other purpose whatsoever and not to disclose such Confidential Information to any third party without the consent of the Employer. To this end the Service Provider shall be entitled to disclose the Confidential Information to its employees, directors or subcontractors to the extent necessary for the performance of the Services, provided such persons are subject to confidentiality undertakings which are no less stringent than those applicable to the Service Provider under this Agreement.

11.2 The rights and obligations contained in this clause 10 shall endure for the duration of this Agreement and after the Termination.

12. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

12.1 Each Party hereby warrants and represents to the other that, as at the Signature Date:

12.1.1 it shall use its Commercially Reasonable Efforts to avoid any material conflict between its interests and those of the other Party and, where such conflict is unavoidable, will disclose the details of such conflict to the other Party;

12.1.2 it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein;

12.1.3 it has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;

12.1.4 it has the capacity and power to provide the representations, warranties and undertakings contained in this Agreement;

12.1.5 the execution of this Agreement and performance of its obligations hereunder does not and shall not, to the best of its knowledge:

12.1.5.1 contravene any Applicable Law; or

12.1.5.2 contravene any provision of its constitutional documents, so as to prevent it from performing its obligations under this Agreement.

13. **MATERIALITY OF WARRANTIES AND REPRESENTATIONS**

13.1 Each of the warranties and representations given by the Parties in terms of
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clause 12 and this clause 13 (or elsewhere in this Agreement) shall:

- 13.1.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other word/s in this Agreement;
- 13.1.2 continue and remain in force notwithstanding the completion of the transactions contemplated in the Agreement; and
- 13.1.3 be deemed to be material and to be a material representation inducing the Parties to enter into this Agreement.
- 13.2 It is recorded and agreed that each Party has entered into this Agreement on the strength of the warranties and undertakings it has received from the other Party and on the basis that such warranties and undertaking will, unless otherwise specifically stated, be correct on the Signature Date.
- 13.3 A breach by either Party of any warranty, representation or other provision of clause 12 and this clause 13 or of any express or implied warranty or representation contained elsewhere in this Agreement, shall be a material breach of this Agreement which shall confer on the other Party the right, in its sole discretion, to utilise any remedy it may have in law or created in this Agreement for the enforcement of its rights, including termination in terms of clause 20.

14. **SUPPORT AND GOOD FAITH**

- 14.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.
- 14.2 Each Party shall at all times during the continuance of this Agreement observe the principles of good faith towards the other Party in the performance of its

obligations in terms of this Agreement. This implies, without limiting the generality of the foregoing, that each Party shall:

- 14.2.1 at all times during the term of this Agreement act reasonably, honestly and in good faith; and
- 14.2.2 perform its obligations arising from this Agreement diligently and with care.

15. LIMITATION OF LIABILITY

15.1 Nothing in this Agreement shall limit or exclude a Party's liability:

15.1.1 for death or personal injury of any person or physical loss or damage to any property caused by its negligence, or the negligence of its employees, agents or subcontractors; and

15.1.2 for deliberate default, fraud, fraudulent misrepresentation or reckless misconduct.

15.2 Subject to clause 15.1, under no circumstances shall a Party be liable to the other for any of the following, whether in contract, delict (including negligence) or otherwise:

15.2.1 loss of revenue or anticipated revenue;

15.2.2 loss of savings or anticipated savings;

15.2.3 loss of business opportunity;

15.2.4 loss of profits or anticipated profits;

15.2.5 wasted expenditure; or

15.2.6 any indirect or consequential losses.

15.3 Subject to clause 15.1, the Service Providers maximum aggregate liability in contract, delict (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to the amount of twice the Charges paid under or pursuant to this Agreement (the “Cap”).

16. INDEMNITY

The Service Provider hereby indemnifies the Employer, its directors, servants, employees, agents, advisors, representatives, contractors and any other person for whom the Employer may be liable in law harmless against any and all loss, liability, damage, injury, costs (including attorney-own-client costs), claim, fine, penalty, interest or expense of whatsoever nature or howsoever arising which may be incurred or sustained by, or imposed on the Employer by reason of or pursuant to: (a) a breach by the Service Provider (or any of its employees agents, contractors and/or consultants) of any of the provisions of this Agreement; and (b) a breach by the Service Provider (or any of its employees, agents, contractors and/or consultants) of any Applicable Law which relates to the Service Providers obligations in terms of this Agreement.

17. FORCE MAJEURE

17.1 Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent that a Force Majeure Event occurs. In such event, subject to the provisions of this clause the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party continues to use its Commercially Reasonable Efforts to mitigate the effect of the Force Majeure Event and recommence performance of the Services, as soon as possible.

17.2 A **Force Majeure Event** is any event or circumstance or combination of events and circumstances which fulfils all of the following 3 (three) criteria:

17.2.1 is beyond the reasonable control of the Party affected by that event or circumstance or both;

- 17.2.2 wholly or partially prevents the performance by the affected Party of any of its obligations under this Agreement; and
- 17.2.3 cannot be prevented, overcome or remedied by the exercise by the affected Party of a standard of care and diligence consistent with that of a service provider experienced in projects or activities of a similar nature to the Services (as the case may be).
- 17.3 If a Force Majeure Event occurs, in relation to the Service Provider's obligations to provide the Services, the Service Provider must immediately notify the Employer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement.

18. **INDEPENDENT AUDIT**

- 18.1 The Service Provider shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Employer on reasonable request.

19. **DISPUTE RESOLUTION**

19.1 General Dispute Resolution

- 19.1.1 Any dispute (“**a dispute**”) between the Parties arising in connection with this Agreement or the subject matter hereof shall be submitted to and determined by binding arbitration in terms of this clause 19. For the purpose hereof the term “dispute” shall be interpreted in the widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and/or obligations in terms of and/or arising out of this Agreement

and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.

19.1.2 The Parties shall use Commercially Reasonable Efforts to resolve amicably by direct informal negotiation any disagreement or dispute arising between them out of or in connection with this Agreement.

If, after 10 (ten) days from the commencement of such informal negotiation, the Parties have been unable amicably to resolve any disagreement or dispute arising out of or in connection with this Agreement, including any question regarding its existence or validity, either Party (the “**Referring Party**”) shall be entitled, by notice in writing to the other Party, to refer a dispute to arbitration in accordance with the rules of the Association of Arbitrators (Southern Africa). Such arbitration shall be held in [Johannesburg].

19.1.3 The number of arbitrators in respect of a dispute shall be 1 (one) and the appointment of the arbitrator shall be agreed upon between the Parties, but failing agreement between the Parties, the appointment shall be made by the Chairman of the Association of Arbitrators at the time of referral.

19.1.4 The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act, 1965, as amended, or re-enacted in some other form from time to time, but shall not be obliged to follow the procedures described in that Act and shall be entitled to decide on such procedures as he may consider desirable for the speedy determination of the dispute, and in particular he shall have the sole and absolute discretion to determine whether and to what extent it shall be necessary to file pleadings, make discovery of documents or hear oral evidence.

19.1.5 The decision of the arbitrator shall be final and binding on the Parties.

19.1.6 The language of the arbitration shall be English.

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19.1.7 Nothing in this clause 18 shall preclude either Party from obtaining urgent or interim relief from the High Court of South Africa or any other competent organ of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged. To this end, the Parties submit to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg, of the High Court.

20. TERMINATION

20.1 The Parties acknowledge that, in relation to the Services, time is of the essence and if a Party commits a material breach of this Agreement and/or fails to comply with any of the provisions hereof (the “**Defaulting Party**”), then the other Party/s (the “**Innocent Party**”) shall be entitled to give the Defaulting Party 15 (fifteen) Business Days’ notice in writing, or such shorter period as is reasonable if time is of the essence, to remedy such breach and/or failure and if the Defaulting Party fails to comply with such notice, then the Innocent Party shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Innocent Party may have in law, including the right to claim damages:

20.1.1 to cancel this Agreement; or

20.1.2 to claim immediate performance of the provisions of this Agreement.

20.2 Either Party may, by giving 14 (fourteen) days’ written notice to the other Party, terminate this Agreement, in whole or in part, immediately if any Insolvency Event occurs in relation to the other Party, in which case such termination shall be deemed to have occurred 1 (one) day prior to the occurrence of the Insolvency Event.

20.3 Notwithstanding any other provision contained in the Agreement the Employer may, without cause and in its sole and absolute discretion, terminate the Agreement by giving at least TEN (10) days’ notice in writing to the

Service Provider at any time and for any reason or no reason.

21. NOTICES

21.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

21.1.1 **Employer:** Pikitup Johannesburg SOC Limited

Physical: 66 Jorissen Street

Jorissen Place

Braamfontein

2001

E-mail:

Attention:

21.1.2 **Service Provider:**

Physical:

E-mail:

Attention:

21.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email.

21.3 Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address the relevant jurisdiction or its email address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th (tenth) Business Day from the receipt of the notice by the addressee.

21.4 Any notice to a Party:

21.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium* to

which post is delivered shall be deemed to have been received on the 10th (tenth) Business Day after posting (unless the contrary is proved);
or

21.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery.

21.5 Notwithstanding anything to the contrary herein contained a written notice or communication (including by email) actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

22. SUBCONTRACTING, CESSION AND ASSIGNMENT

22.1 The Service Provider shall not be entitled to sub-contract or assign more than 25% of its rights and obligations under this Agreement to a third party unless:

22.1.1 the Service Provider has obtained the prior written consent of the Employer;

22.1.2 the third party is qualified to provide the Services; and

22.1.3 the Service Provider remains responsible for the performance of the Services in accordance with the provisions of this Agreement.

23. GOVERNING LAW AND SUBMISSION TO JURISDICTION

23.1 This Agreement is governed by, and all disputes, claims, controversies, or disagreements of whatever nature arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, termination or enforceability, shall be resolved in accordance with the laws of South Africa.

23.2 Subject to clause 19, the Parties hereby consent to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg of the High Court of South Africa in respect of all matters and proceedings arising out of, pursuant to or in connection with this Agreement.

24. **WHOLE AGREEMENT, NO AMENDMENT**

24.1 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver, or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver, relaxation or suspension, signed by the Party granting such extension, waiver, relaxation or suspension). Any such extension, waiver, relaxation or suspension which is so given or made shall be construed strictly as relating only to the matter in respect whereof it was made or given.

24.2 No oral *pactum de non petendo* shall be of any force or effect.

24.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

24.4 To the extent permissible under Applicable Law, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

25. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

26. **STIPULATIO ALTERI**

No part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a Party to the Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

27. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

28. **COSTS**

Each Party will bear its own costs in relation to the drafting and finalisation of this Agreement (including but not limited to attorneys' fees, financial advisers' fees, expenses, etc.) and attendances incidental thereto.

SIGNED at _____ on this the _____ day of
_____ 2020.

For and on behalf of

**PIKITUP JOHANNESBURG (SOC)
LIMITED**

Signatory:

Capacity:

Who warrants his/her authority hereto

SIGNED at _____ on this the _____ day of
_____ 2020.

For and on behalf of

Signatory:

Capacity:

Who warrants his/her authority hereto

ANNEXURE A

THE SERVICES

The Employer requires the to provide campaign strategy and creative development services for Pikitup for a period of 36 months, as follows:

PROVISION OF CAMPAIGN STRATEGY AND CREATIVE DEVELOPMENT

In consultation with Pikitup's Communication and Stakeholder Management department, the service provider will be required to:

- g. Develop and implement integrated marketing campaign strategies for key programmes and initiatives.
- h. Above-the-line and below-the-line creative development and printing of promotional marketing material such as brochures, pamphlets, flyers, leaflets, posters, banners, etc for key programmes and initiatives. This should include commissioning of a professional photographer and videographer to produce materials (still pictures and videos) to be utilised for all the collaterals and adverts.
- i. Targeted social media campaigns: develop targeted social media campaigns that not only push the campaigns, but that will also create meaningful conversations and encourage participation of stakeholders on matters of waste minimisation while at the same time increasing followers and fans on Pikitup's social media platforms: Facebook (www.Facebook.com/Pikitup) (A Cleaner Joburg) and Twitter (@CleanerJoburg).
- j. Develop targeted social media campaigns for Pikitup that not only push the campaigns, but that will also create meaningful conversations and encourage participation of stakeholders on matters of waste minimisation while at the same time increasing followers and fans on Pikitup's social media platforms: Facebook (www.Facebook.com/Pikitup) (A Cleaner Joburg) and Twitter (@CleanerJoburg).
- k. Provision of brand ambassadors that are in a position of influence to support the mandate, key programmes and initiatives of Pikitup mainly through social media. The ambassadors must have passion for environment and cleanliness.
- l. Monitor and measure the success of the campaigns and provide post-campaign analysis reports.

2. DEVELOPMENT OF ABOVE-THE-LINE ADVERTISEMENTS

1.1 Design and production of print advertisements

- a. Design and production of full colour A4 page advertisement
- b. Design and production of 10 x 8 full colour advertisement
- c. Design and production of half-page colour advertisement

- d. Design and production of 5 x 3 front ear advertisement to be placed on the front page of newspapers.

1.2 Design and production of TV advertisements

- a. Design and production of 30 second TV advertisement
- b. Design and production of 10 second news/weather commercial
- c. Design and production of 3 fillers / vignettes

1.3 Design and production of radio advertisements

- a. Design and production of 30 second radio advertisement
- b. Design and production of 10 second news/traffic radio advertisement
- c. Design and production of 3-5 minute inserts

1.4 Design and production of digital screens advertisements

- a. Design and production of 15 second digital screens advertisement
- b. Design and production of 15 second digital screens advertisement

1.5 Design and production of billboard advertisements

- a. Design and production of 3m x 6m landscape advertisement
- b. Design and production of 3m x 12m landscape advertisement
- c. Design and production of 4.5m x 18m landscape advertisement
- d. Design and production of 2m x 40m bridge site advertisement
- e. Design and production of 7.5m x 5m portrait advertisement
- f. Design and production of 9m x 6m portrait advertisement
- g. Design and production of 12m x 9m portrait advertisement

1.6 Design and production of street pole advertisements

- a. Design and production of 1800mm x 1250mm street pole advertisement
- b. Design and production of 2500mm x 1250mm street pole advertisement

2. VIDEO PRODUCTION

Elements

- a. Production of 3-minute video
- b. Production of 5-minute video

3. COMMISSIONING OF VIDEOGRAPHER AND PHOTOGRAPHER

Elements

- a. Commissioning of a videographer
- b. Commissioning of a photographer

ANNEXURE B

PERFORMANCE STANDARDS

- (a) The Service Provider must within 30 days of the receipt of the purchase order develop a big idea or concept for Pikitup's integrated marketing campaign/s and submit it to the employer's representatives for approval. If the employer is not satisfied with the big idea, the employer shall give the service provider 14 days to amend the big idea or concept to the employer's satisfaction.
- (b) Upon approval of the big idea, the service provider must within 14 days develop integrated marketing and advertising campaign strategy for Pikitup's key programmes and submit it to the employer's representatives for approval. If the employer is not satisfied with the strategy, the employer shall give the service provider 14 days to amend the strategy to the employer's satisfaction.
- (c) The Service Provider must within 30 days after the strategy has been approved, create and develop integrated marketing and advertising implementation plans for all the Services mentioned in the purchase order and submit it to the Employer's Representatives for approval. If the Employer is not satisfied with the implementation plans, it shall give the service provider 7 days to amend the plans to the Employer's satisfaction.
- (d) The Service Provider must within 30 days from approval of the implementation plans create, develop and produce all the above-the-line and below-the-line creative for key programmes and initiatives and submit it to the Employer's Representative for approval. If the Employer is not satisfied creative developed, the Employer shall give the Service Provider 7 days to amend them to the Employer's satisfaction.
- (e) The Service Provider must conduct the Services based on the approved report from the Employer's Representative on all the Services required, the Service Provider must submit monthly report to the Employer's Representative which will detail the dates of the events conducted, attendance register(s) and status of the project.
- (f) The Service Provider must within 30 days after each project/programme has ended produce post campaign analysis reports indicating effectiveness of the project and submit it to the Employer's Representatives.
- (g) The Service Provider must within 6 months after each project/programme has ended produce impact reports and submit it to the Employer's Representatives.
- (h) The Service Provider must within a year after each project/programme has ended produce impact reports and submit it to the Employer's Representatives.

ANNEXURE C

THE CHARGES

ANNEXURE 12

**ALL COMPULSORY RETURNABLE DOCUMENTS
AND OTHER RETURNABLE DOCUMENTS TO BE
ATTACHED**