

ARTSCAPE



an agency of the
Department of Sport, Arts and Culture

SUPPLY AND DELIVER OF LED LIGHTING FIXTURES AT ARTSCAPE

THEATRE CENTRE

ART 02/2021

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE No.	
EMAIL	
National Treasury CSD No.	

TOTAL TENDER PRICE Incl. 15% VAT

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Tender Box, Stage Door, Artscape Theatre
Closing Date: 17 November 2021
Closing Time: 13H00 PM



**SUPPLY AND DELIVER OF LED LIGHTING FIXTURES AT ARTSCAPE
THEATRE CENTRE**

ART 02/2021

<p>GENERAL TENDER INFORMATION</p>
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TENDER CLOSING DATE	:	17 November 2021 at 13:00
CONTRACT PERIOD	:	Once - Off
TENDER SUBMISSION	:	Tender Box, Stage Door, Artscape Building 1-10 DF Malan Street, Cape Town 8001

ARTSCAPE



**SUPPLY AND DELIVER OF LED LIGHTING FIXTURES AT ARTSCAPE
THEATRE CENTRE**

ART 02/2021

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PART 1: PREFACE INFORMATION

1. INTRODUCTION

Artscape Theatre Centre is a leading theatre in South Africa, based in Cape Town. Artscape is a facilitator of stage performances, community arts activities, training programmes, as well as audience development initiatives to sustain all forms of the performing arts. Our vision is "To be the leading vehicle for growth and transformation through high quality multicultural performing arts."

Artscape Theatre Centre is in the process of replacing all tungsten lighting fixtures with industry standard LED lighting units. These units will be utilised in spaces i.e. Opera, Theatre and Arena Stage.

The Theatre has a wide range of requirements of the automated moving lights and thus the required units need to be as flexible as possible while maintaining a great degree of reliability and ease of service when required.

The automated moving lights need to be state of the art and be an accepted norm on international shows that might visit Artscape. The luminaire should meet or exceed the listed specification.

2. GENERAL

Artscape Theatre Complex requires the services as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

1. The conditions contained in the attached document apply.
2. The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain relating to any bid other than that that shown on the cover of the envelope.
3. Bids Submitted per post must be sent per registered mail. The Bid must still reach this office before the closing date and time. Couriered bid documents must be received before the closing date and time failure to do so will invalidate the bid.
4. The closing date and time of the bid is clearly stated on SBD1 form.
5. The attached forms, if completed in detail and returned will form part of your bid.
6. Bidders must submit two (2) original hard copies of the proposal inside an envelope marked "proposal " and a scanned PDF format of the proposal, i.e Copy on CD or memory stick.

2.1 Tender Format

Tender Numbering Format must be adhered to. Compliance or Non-compliance with detailed information must be indicated per paragraph as per Numbering Format. If there are additional and/or Alternative Product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. Deviations from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of Artscape.

2.2 Validity Period

The proposal must remain valid for a period of 150 days.

2.3 Contractual Implications

After awarding the Bid, this proposal together with its Bid terms, Conditions and Specifications will constitute a binding contract between Artscape and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or subcontracting agreements it may enter into. Artscape has the right not to award the tender.

2.4 Awarding of Contract

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of Artscape, to one or more concerns on a non-exclusive basis.

Proposals / bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal. Artscape may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. Artscape may also request a demonstration, and bidders must comply with such a request within 24 hours.

3. BID NOTICE

Bid Number: ART 02/2021

Bid Description: Supply and delivery of LED Lighting Fixtures

Name of Institution: Artscape Theatre Centre

Place where goods, works or services are required: Artscape Theatre Centre, 1-10 DF Malan Street, Foreshore, Cape Town

Closing Date / Time: 17 November 2021 at 13:00 pm

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9800/Ext 9835,

Email: tenders@artscape.co.za

Any enquiries regarding technical information may be directed to:

Email: tenders@artscape.co.za

Briefing Session

A compulsory briefing session will be held on: **N/A**

Venue: Artscape Theatre, Stagedoor, DF Malan Street, Foreshore, Cape Town

Where bids should be delivered:

Physical Address: Tender Box, Stagedoor, Artscape Building, 1-10 DF Malan Street, Foreshore Cape Town

The envelopes must be addressed to:

The Supply Chain Management Artscape and clearly marked:

"Artscape – Supply and deliver of LED Lighting Fixtures at Artscape Theatre Centre – Tender No. ART 02/2021" with the Bidder's name below that. Tenderers are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Where bid documents can be obtained:

Website: www.etenders.gov.za or www.artscape.co.za

Physical Address: Artscape Theatre, DF Malan Street, Foreshore Cape Town

This Bid Invitation documents may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge and Artscape website at www.artscape.co.za. No Bid Documents will be available at Artscape Theatre Centre Offices due to Covid 19 pandemic.

Special Conditions:

Bids received will be evaluated in respect of the evaluation criteria as set out in the bid documentation and the 80/20 scoring principle as provided for in the Preferential Procurement Regulations, 2017. Bidder must provide proof of registration on National Treasury's Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier. www.csd.gov.za.

The bidder must complete all documents in full and submit these with the proposal.

4. ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & Submitted
1	SBD1	Invitation to tender	To be completed in full	
2	SBD2	Tax clearance requirements	Submission of a valid original tax clearance certificate Provide SARS Status PIN in order for Artscape to Verify	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD4	Declaration of Interest	To be completed in full	
5	SBD6.1	Preference point claim form	To be completed in full You may submit a Sworn affidavit.	
6	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
7	SBD9	Certificate of Independent Bid Determination	To be completed in full	
8	TOR	Terms of reference	To be read and applied	
9		Company Profile and CK documents	To be submitted	
9		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
10	GCC	General conditions of Contract	Initial each page	

11		B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below : Note 1	
12		Proposal NB. Technical Threshold – 70%	To be compiled and submitted in line with requirements of the Terms of Reference	
13		Bid Invitation	2 Originals and a copy on CD or Memory Stick	
14		Are you the sole Supplier/distributor of goods?	Provide proof on Company Letterhead	

Additional Notes:

1. Broad based Black Economic Empowerment (B-BBEE) rating 3 or better to be submitted.
 - a. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
 - b. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
2. Check list to be completed and attached to the proposal
3. Incomplete documents will be regarded as non-responsive
4. All forms to be completed in black ink
5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialing the change
6. No late quotations / bids will be accepted
7. Artscape reserves the right to award or may not award the bid; to partially award.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

.....

NAME:

TITLE:

DATE:

PART 2: TECHNICAL SPECIFICATIONS PACK

ARTSCAPE

SPECIFICATION PART 1: SPECIFIC REQUIREMENTS

1. SPECIFICATIONS

The automated moving lights need to be state of the art and be an accepted norm on international shows that might visit Artscape. The luminaire must meet or exceed the listed specification.

1.1 Supply & Deliver 10 x LED profile Spot Power and Light Engine

- The unit must operate on a minimum of a 650w Ultra-bright 8000K 46500 Lumens White Light LED Source
- The unit must produce a minimum of 32000 Lumens output measured with a Light Sphere at 6700K (mid-zoom) with IES TM-30 Rf values of a minimum of 70 and TM-30 Rg values minimum of 93
- The units must have a minimum LED Refresh rate of 3600hz
- The unit must have a minimum CRI of 70 with the ability to achieve more than 85 with a custom filter
- The unit must have a minimum rated lifespan of the LED Engine of 40000 hours at > 70% Luminous output
- The unit must have a flat field with maximum uniformity across the beam
- The unit must have optional selectable dimming curves from controller or on the unit
- The unit must at least have the ability to swap out the LED Engine with a 26000 Lumens output at 6200K (mid-zoom), with a CRI > 90 measured with a Light Sphere

2. Dynamic Effects:

- The unit must have a full CMY independently variable colour mixing system 0-100% with a palette of colours that are like the existing moving lights in our inventory
- The unit must have a 4 Blade full Curtain Framing Shutter system with individual control of each blade and +/-45° rotation left and right of the entire system for flexible shape generation
- The 4 Blades from the framing system should have the ability to cross the entire beam for full blackout
- The unit must have a minimum of a 11:1 Zoom Range from 4,5 deg to 48 deg
- The Unit must have a large front lens Diameter with a minimum of 166mm and a maximum of 168mm for a large beam look.

- The unit must have at least have 6 Fixed dichroic colour filters on a separate colour wheel with the ability to do split colours
- The unit must have a variable CTO system 0-100% with Daylight to Tungsten CCT Control as an expansion of the CMY Palette with CTP and minus CTB filters
- The unit must have at least 1 rotating, indexable Gobo wheel with at least 7 glass Gobos
- The unit must have a second Static gobo wheel with a minimum of 11 glass Gobos interchangeable with the rotating Gobos
- The units must have the capability to interchange gobos with a diameter of 25.5mm and image size 22mm.
- The units must be fitted with a indexable Animation wheel with continuous bi-directional rotation and well as LED effects and macros
- The unit must at least have two rotational and indexable prisms, a 5 Facet circular as well as a 4 Facet Linear Prism. It should also have the ability to work with both prism simultaneously.
- The unit must be fitted with a Iris diaphragm consisting with no less than 15 blades
- The unit must at least have two frost filters, a soft frost for softening visible gobo work and a separate heavy frost for wash light capabilities.

1.3 Control and Programming

- The units must be controllable via the USITT DMX 512A/1990 control standard.
- The unit must be fitted with Lumens Radio wireless DMX receivers
- The unit must have full RDM Compliance to ANSI/ESTA E1.20 standard with 3 modes of operation minimum
- The unit must have a full 16 Bit control over all parameters including the following functions: Pan & Tilt, Cyan, Magenta, Yellow Flags, CTO Filter, dimmer, rotating and indexable gobos, focus, zoom & framing shutters to allow for smooth control.
- The unit must have full electronic dimming from 0-100% with four dimming curve options.
- The unit must be able to be firmware updateable via the DMX or an onboard USB slot fitted at the base of the fixture.
- The unit must feature a large LCD Display for unit setup, addressing and monitoring.
- The units must have a battery backup for the LCD Display to enable addressing without power to the unit to enable pre-preparation.

1.4 Noise Levels, Reports and Testing:

- The fixture must operate on a highly efficient liquid cooling system to help reduce strain on fans thereby increasing lifespan of fans.
- Noise levels of the unit should be now louder than 31 dB from 1m (with regulated fans) _____ in an open white static state.
- The unit must have a “theatre/studio mode” option, this function should lower the noise level from normal regulated fan noise levels. This feature should not reduce the output by no more than 30%.
- The unit must have an optional Theatre/Studio Mode to reduce fixture noise output by minimum 6db
- The unit must have an ultra-silent mode option with output not be reduced by more than 40%

1.5 Environmental Responsibility

Manufacturers should adhere to the “Going Green” principle and no packaging should contain single use plastics, recycled materials should be used wherever possible.

1.6 Construction

- The units must be black in colour
- The units must have a double sided flight case for safe transport and storage
- The units must have at least two mounting points and be capable of mounting in any orientation
- The maximum weight of the unit should not exceed 33kg
- The physical dimensions of the Units should not be more than 445mm in length, 253mm in width and a maximum height of 743mm
- The units must be fitted with 2 handles mounted on the base of the unit for easy handling and rigging of the unit
- The unit must have features such as a pan and tilt locks, to lock the fixture in place for storage or for general maintenance purposes

1.7 Installation & Rigging

- The unit must have two half coupler clamps
- The unit must have a Safety cable with a SWL 500kg
- The unit must have two omega bracket rigging clamp attachments with locking quarter turn fasteners
- The unit must have a five-meter five pin DMX cable with a Velcro strap
- The unit must have a double-unit flight case for easy storage and transportation

- The unit must be supplied with a 5m Lockable True-con power cable with a 15 amp 3 pin South African plug top on the end

1.8 Electrical and Connections:

- The unit must feature an auto ranging electronic switch mode power supply
- The unit must feature a USB socket for Software and Diagnosis download
- The unit must have Lockable True-con NAC3FX-W Input
- The unit must have Lockable True-con NAC3FX-W Output
- The unit must have 5pin DMX512 XLR lockable input and Output connectors
- Power supply must be housed in die-cast aluminium base to make cooling more efficient and increase lifespan of power supply
- The Units should not consume more than 1000 watts of power, fully operational or on start up

2. Supply & Deliver 24 x LED profile Spot

2.1 Power & Light Engine

- The unit must have an electronic supply with active PFC
- The unit should have the capabilities to be able to operate a variable of 100 to 240 Volts – 50/60Hz
- The unit must have a power source no less than of 300 W
- The unit must be able to produce no less than 20,000 lumens, 8000 K white-light engine
- The unit must have a minimum luminaire output: up to 14,000 lumens
- The unit must be able to produce a colour temperature output of 6500 K
- The unit must have a CRI: greater than 70
- The unit must have a rated life expectancy of up to 40,000 hours
- The unit must have a flicker-free source management suitable for TV applications and all video-recorded events

2.2 Optics

- The unit must have a 13-element 17:1 zoom high-resolution optic system
- The unit must be able to produce a beam aperture between 2.8° (on narrow) to 47° (On max)
- The unit must be fitted with a fast motorised linear zoom
- The unit must have a Tempered anti-reflective coated lenses
- The unit's frontal lens must have a diameter no smaller 165mm for greater performance

2.3 Movement

- The unit must have a Moving-head range: "infinite rotation" (pan), 270° (tilt)
- The unit must have a Highly accurate positioning operating in either 8- or 16-bit resolution
- The unit must have high-resolution stepper motors operated via microprocessors to ensure extreme accuracy and smooth movement

2.4 Colours

- The unit must have a full CMY independently variable colour mixing system 0-100% with a palate of colours that are like the existing moving lights in our inventory
- The unit must have a fixed colour wheel with progressive CTO,
- The unit must at least have 4 colour temperature corrections ,
- The unit should at least have 9 complementary colours

2.5 Gobos

- The unit must have a fixed multi-position gobo wheel with instant access to no less than 19 HD glass gobos and a minimum of 20 metal gobos.
- The unit must have indexable rotating gobo wheel with no less than 9 HD glass gobos, plus open position
- The unit must be able to adjust various speeds on the rotating gobo in both directions
- The unit must have a rotating gobo diameter between 16.00mm - 18.0mm
- The Unit must have fixed & rotating gobo image diameter no more than 13.0 mm

2.6 Frost

- The Unit should at least have two frost filters, a soft frost for softening visible gobo work and a separate heavy frost for wash light capabilities

2.7 Effects

- The units must have an indexable Animation wheel with continuous bi-directional rotation as well as LED effects and macros
- The unit must have a prism effect system comprising 4 combinable rotating prisms

2.8 Dimmer / Strobe

- The unit must be fitted with a electronic dimmer, allowing perfect light adjustment from 0 to 100% without colour variation
- The unit be able to produce a White or colour strobe effect, with speed adjustment from 1 to 25 flashes per second

2.9 Software Features

- The unit must be able to do Local DMX addressing of luminaire and optional parameters through its built-in LCD control panel
- The unit must be able to change or alter Remote DMX addressing of luminaire and optional parameters through a standard RDM DMX controller

- The unit must be able to display vital information on the onboard LCD menu display such as in hour counter, temperature, software version & user mode

2.10 Hardware Features

- The unit must have integrated wireless CRMX TiMo™ RDM receiver from LumenRadio™
- The unit must have a graphic LCD display for addressing and special functions settings, with flip function
- The unit must at least be fitted with a clicking jog wheel to set functions
- The unit must have an XLR 5-pin male and female connectors for DMX connection
- The unit must be fitted with a powerCON TRUE1 male and female connectors for power connection

2.11 Control

- The units must be controllable via the USITT DMX 512A/1990 control standard
- The unit must have Lumens Radio wireless DMX receivers or similar for wireless control
- The unit must be DMX-RDM compatible
- The unit must have a stand-alone mode and Master/Slave modes
- The unit must have a Local control panel, with LCD display
- The unit should at least have options of 4 DMX modes (from 30 to 46 DMX channels)

2.12 Cooling System

- The unit must have an advanced liquid cooling system
- The unit must at least have self-adjusting variable speed fans for quiet operation (Auto mode)
- The unit must have a selectable ventilation user modes with a new Silent Mode
- The Unit must have safety protection against temperature excesses

2.13 Housing & Dimensions

- The unit must be Carbon black in colour
- The unit should not exceed the following measurements : 368(L) x 625(H) x 215(W)

The total mass of the unit should not exceed a total mass of 27kg.

- The Moving-head skeleton should consist of aluminium and steel metal plates
- The Unit must have a die-cast aluminium base
- The unit must be fitted with an aluminum and copper heatsinks
- The unit's outer moulded covers shall have be self-extinguishing fire-retardant ABS PC (V0 class)
- The unit must be fitted with two-side handles for transportation
- The unit must have four heavy-duty feet for better stability

- The unit must have a IP20 protection rating

2.14 Installation & Storage

- The unit must have a fastening-bracket system with two Omega ¼ turn brackets designed for use with standard clamps
- The unit must have mounting points for four ¼ turn locking fittings allowing installation of Omega brackets on luminaire
- The unit must have a Safety-cable attachment point
- The flight case should at least house 4 lighting fixtures

2.15 Operating Parameters

- The unit must be able to function in all operating positions: device on floor or fixed to a support, to be rigged horizontally or vertically.
- The unit should not exceed a maximum permitted ambient temperature (Ta max): 45° C
- The unit must have a minimum permitted ambient temperature (Ta min): -10° C
- The unit must have a safe working distance of distance: 2m m to the subject

2.16 Compliance

Environmental Responsibility

Manufacturers should adhere to the “Going Green” principle and no packaging should contain single use plastics, recycled materials should be used wherever possible.

3. Supply & Deliver 12 x LED profile Spots

3.1 Optics

- The unit must have 13-element 7.5:1 zoom high-resolution optic system
- The unit must be able to achieve of a zoom range beam with a aperture: 7° to 53° (on widest)
- The unit must have Fast motorised linear zoom
- The unit must be fitted with a tempered anti-reflective coated lenses
- The unit must have a frontal lens diameter ranging between 115mm - 120mm for greater performance

3.2 Power & Light Source

- The unit must produce 26,000 - 27,000 lumens and have a minimum of 8000 K white-light engine
- The unit must be able to produce a luminaire output: of 18,000 to 19,000 lumens
- The unit should be able to achieve have a Colour temperature output: 7000 K
- The unit must have an electronic supply with active Power Factor Correction.
- The unit must operate on 220 - 240 Volts and 50 Hz
- The unit must have a led light engine between 250W - 300 W
- The unit must have a color rendering index: greater than 70

- The unit should at least have a Rated life (used at 70% light output): up to 40,000 hours
- The unit must have a Flicker-free source management suitable for TV applications and all video-recorded events

3.3 Movement

- The unit should at least have the pan and tilt operations with either 8- or 16-bit resolution
- The unit must have high-resolution stepper motors operated via microprocessors to ensure extreme accuracy and smooth movement
- The unit shall have an automatic repositioning on the pan and tilt
- The unit should at least have a pan and tilt movement to be able to achieve a range of : 540° (pan), 270° (tilt)

3.4 Colours

- The unit must have a sophisticated colour mix system providing CMY colour mixing
- The unit must have a Variable CTO colour temperature correction
- The unit must have a fixed colour wheel housing at least 7 complementary colours

3.5 Gobos

- The unit must at least have 1 indexable rotating gobo wheel with 7 high-precision glass gobos, plus open position
- The unit must have the ability to do adjustable-speed rotating gobo in both directions
- The unit must have a Gobo diameter: of no smaller than 24.0mm and not larger than 26 mm
- The unit must be able to house a gobo with the thickness: 1.1 mm – 2.2 mm

3.6 Framing System

- The unit should at least have 4 individually positionable shutter blades
- The shutter system in the unit should at least be able to rotate +/- 45° clockwise and anti clockwise

3.7 Iris Diaphragm

- The unit must have a fast iris diaphragm with adjustable dynamic effects
- The unit should at least have an Iris range between 15% (Iris closed) to 100% open

3.8 Frost

- The unit should be fitted with 1 Light frost filter with an option of an interchangeable Heavy frost filter.

3.9 Effects

- The unit should at least have 1 Graphic animation effect-wheel with continuous rotation in both directions
- The unit should at least have 1 5-facet circular indexable rotating prism

3.10 Dimmer / Strobe

- The unit must be fitted with a electronic dimmer, allowing perfect light adjustment from 0 to 100% without colour variation
- The unit should be able to achieve a white or colour strobe effect, with speed adjustment from 1 to 25 flashes per second

3.11 Software Features

- The unit must have Local DMX addressing of luminaire and optional parameters through a built-in LCD control panel
- The unit must at least be able to change or alter the DMX addressing of luminaire and optional parameters through a standard RDM DMX controller
- The unit must be able to display vital information on the onboard LCD menu display such as hour counter, temperature, software version & mode

3.12 Hardware Features

- The unit must have an Integrated wireless CRMX TiMo™ RDM receiver from LumenRadio™
- The unit must have a graphic LCD display for addressing and special functions settings, with flip function
- The unit should at least have 1 clicking jog wheel to set functions
- The unit must have excess-temperature protection
- The unit must have XLR 5-pin male and female connectors for DMX connection
- The unit must have powerCON TRUE1 male and female connectors for power connection
- Control
- The unit should be able to operate on DMX 512 protocol, through DMX cable or a wireless system
- The unit shall have full industry standard DMX-RDM compatibilities
- The unit must have Local control panel, with LCD display
- The unit should at least have the option of 3 DMX modes (from 34 to 56 DMX channels)

3.13 Cooling System

- The unit must have an advanced liquid cooling system
- The unit must have a self-adjusting variable speed fans for quiet operation (Auto mode)
- The unit should offer various options of a selectable ventilation user modes including a “Silent Mode”
- The unit must have a safety protection against temperatures excesses

3.14 Housing & Dimensions

- The unit must have a black Exterior finish
- The unit must not exceed the following dimensions 365(L) x 591(H) x 212 mm(W) length , height, width
- The unit must have a weight between 20 kg - 23 kg
- The unit's construction should at least consist of aluminium and steel metal plates
- The unit must have a base in die-cast aluminium

- The unit shall make use of aluminium and copper heatsinks
- The outer shell or moulded covers must have a self-extinguishing fire retardant ABS PC (V0 class)
- The unit should at least have two-side handles at the base for transportation
- The unit must have four heavy-duty feet at the base for improved stability (up right operations)
- The unit must have a IP20 protection rating

3.15 Installation & Storage

- The unit shall have a fastening-bracket system consisting of two Omega ¼ turn brackets designed for use with standard clamps
- The unit should be fitted with mounting points to fit at least 4 ¼ turn locking fittings allowing installation of Omega brackets on luminaire
- The unit must have a safety-cable attachment point
- The flight case should house at least 4 lighting fixtures

3.16 Operating Parameters

- The unit must at least be able to function in all operating positions: device on floor or fixed to a support, to be rigged horizontally or vertically.
- The unit ambient temperature should not exceed 45 °C
- The unit should have a minimum permitted ambient temperature (Ta min): -10 °C
- The unit should at least have a safe usage distance of 1.5 m to the subject

3.17 Compliance

Manufacturers should adhere to the “Going Green” principle and no packaging should contain single use plastics, recycled materials should be used wherever possible.

3.18 After Sales Support

Spares to be supplied within 48 hours since the time of the order. An interim loan fixtures must be supplied within 8 hours whilst waiting on the spares to be supplied within the 48-hour window.

Original parts must be supplied and under no circumstance will generic parts be accepted
Original Parts must be available after a minimum of 5 years after the discontinuation of the lighting fixture.

The bidder will provide Artscape with accredited technical support staff

The bidder will have a 24/7/365 technical support services

The bidder will have on standby available of spare parts and interim loan lighting fixtures

3.19 Financial capability

The bidder must provide Artscape with their last 3 years Audited Financial Statements

3.20 Warranty

The bidder will provide a minimal of a 5-year warranty on lighting fixtures and all internal hardware

3.21 Training & Operational manuals

Maintenance training course will be provided to the in-house electronics department together with operational training course to be provided to in-house lighting staff. All Operational manuals to be in English.

4. Abbreviations

- LED - Light emitting diode
- kW. - Kilowatt
- Khz. - Kilo hertz
- Ghz. - Giga hertz
- USB. - Universal serial bus
- IP - International protection rating
- RF - Radio frequency
- CRI - Colour rendering index
- CMY - Cyan , Yellow , Magenta
- RDM - Remote Device Management
- K - Kelvin , Colour Temperature
- IES - Illuminating Engineering Society
- TM-30 - The colour rendition of object
- CTO/CTB - Colour correction

ARTSCAPE INFORMATION TECHNOLOGY SERVICE PROVIDER: EVALUATION

All bid offers received shall be evaluated based on the following criteria,

1. Gate 0 – Submission of Standard Bid Documents (SBD's),
2. Gate 1 – Compliance to the conditions of bid,
3. Gate 2– Evaluation Criteria- meeting the minimum threshold of the evaluation criteria (functionality),
4. Gate 3 – Price and preference points system as specified in the Preferential Procurement Regulations of 2017

EVALUATION CRITERIA

1. Pre-qualification Stage:

This stage of the evaluation will entail disqualifying bidders who have not provided the following:

- a) Proof of registration on National Treasury's Central Supplier Database (CSD) which reflects that the bidder is an active supplier, is tax compliant and is not a restricted supplier
- b) Company Profile
- c) Contactable references (Reference letters)
- d) Company Registration

2. Functionality evaluation:

All qualifying bids would be evaluated for functionality. The table below contains the weights for each functional requirement component.

Evaluation Criteria	WEIGHTING	Maximum Score
Company Previous Experience Proven experience of the company in the field of the similar assignments or services	Provide clients 'reference letters (On a client's letterhead) for rendering similar assignments or services. 6 or more assignments (reference letters) = 15 points 3 – 5 assignments (reference letters) = 10 points 1 – 2 assignments (reference letters) = 5 points Clients 'reference letters Not provided = 0 points Kindly attached copies of previous successfully completed contracts or purchase orders.	15
Number of years in the industry?	Number of years in the industry? 0-3 years - 5 points 3-7 years – 7 points More than 7 years - 10 points	10

After sales support	<p>Duration of guarantees</p> <p>Accreditation of technical support staff Proof of Accreditation of support staff - 10 points * No Proof of Accreditation of support staff - 0 points</p> <p>Availability of 24/7/365 technical support services * Proof of 24/7/365 technical support services - 5 points * No Proof of 24/7/365 technical support services - 0 points</p> <p>Response time for "On-site" technical assistance or support Documentary Proof must be provided Availability within 0-2 Hours - 5 points Availability within 3-5 Hours - 2 points Availability after 6 Hours up-to-48 Hours - 0 points</p> <p>Original spare parts or replacement provide with documentation: Available locally (Cape Town and surroundings) Availability within 0-2 Hours - 5 points Availability within 3-5 Hours - 3 points Availability after 6 Hours up-to-24 Hours - 1 point</p> <p>Technical assistance Online or telephonically Technical assistance within 0-1 hours = 5 points Technical assistance within 2-3 Hours - 2 points Technical assistance after 3 Hours = 0 Points</p>	30
Financial capability Financial Stability	<p>Latest 12 months Audited Financial Statements Annual turnover more than 6 Million = 10 points Annual turnover of 1.4 Million – 6 million = 5 Points</p> <p>Auditor Financial Statements Not provided or Annual turnover is less than 1.4 Million = 0 Points</p>	10
Warranty	<p>A minimal of 5 Years Warranty on Lighting fixtures and all internal hardware 5 years = 20 points 2 - 4 years = 15 points 1 year = 5 points</p>	20
Training of In-house Staff	<p>* Maintenance training course will be provided to the in-house electronics department together with operational training course to be provided to in-house lighting staff * A basic networking training course will also be provided to in-house technicians * All Training must be done by an accredited facilitator</p>	15

Bidders who score less than 70 of the 100 points for functionality will be disqualified, and will not be evaluated further. The bids that would have achieved 70 or more from the Functionality Evaluation will be further evaluated on the 80/20 points system where 80 points are for Pricing, and 20 points are for preferential procurement requirements.

Phase four: Price and Preference Points

All remaining compliant proposals/quotations will be evaluated according to 80/20 preference point system, as prescribed in the Preferential Procurement Regulations of 2011, where 90 points will be scored for price and the remainder 20 points for the suppliers' broad-based black economic empowerment status level (attach B-BBEE certificate).

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Preference point sys/tem	20
Preference points (BEEE status level contribution)	
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant contributor	0
Total points	20

Points for price will be awarded with reference to the total bid amount over three year period only.

Scoring the highest points will not result in automatic award of the contract. An oral presentation could be asked for from Bidders and these scores will also be taken into account.

PART 3: STANDARD BID DOCUMENTS

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF **ARTSCAPE**

BID NUMBER: **ART 02/2021** CLOSING DATE: **17 November 2021** CLOSING TIME: **13:00 PM**

DESCRIPTION: **SUPPLY AND DELIVERY OF LED LIGHTING FIXTURE AT ARTSCAPE THEATRE CENTRE**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2).

BID DOCUMENTS MAY BE HAND DELIVERED TO:

TENDER BOX, STAGEDOOR, ARTSCAPE BUILDING, 1-10 DF MALAN STREET, FORESHORE CAPE TOWN

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM

(SANAS); OR.....☐

A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

.....

TOTAL BID PRICE IN WORDS:

.....

.....

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9800/Ext 9835,

Email: natasjap@artscape.co.za

Fax Number: N/A

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr. Faheem Bardien

Tel number: 021 4109800

Email: faheemb@artscape.co.za

SBD 3.1

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: ART 02/2021
Closing Time 13:00 PM	Closing date 17 November 2021

OFFER TO BE VALID FOR...150.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
			*Delivery: Firm/not firm
-	Delivery basis	

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:

.....

2. Identity Number:.....

3. Position occupied in the Company (director, trustee, shareholder², member):

.....

.....

4. Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

.....

5. Tax Reference Number:

.....

6. VAT Registration Number:

.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder **YES / NO**
 presently employed by the state?
 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person
 connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

1. If you are presently employed by the state, did you obtain **YES / NO**
 the appropriate authority to undertake remunerative
 work outside employment in the public sector

- 1.1. If yes, did you attach proof of such authority to the bid **YES / NO**
 document?

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the bid.

- 1.2. If no, furnish reasons for non-submission of such proof:

.....

.....

.....

8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

8.1. If so, furnish particulars:

.....

.....

.....

9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1

If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

1. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

1.1. The following preference point 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. The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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 contribution 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

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

7. **“EME”** means any Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;

2.7 **“functionality”** means the ability of a tender to provide goods or services in accordance with specifications as set out in the tender documents.

2.8 **“prices”** includes all applicable taxes less all unconditional discounts;

2.9 **“proof of BBEE status of contribution”** means:

2.9.1 BBEE Status level certificate issued by an authorized body or person;

2.9.2 A Sworn affidavit as prescribed by the BBEE Codes of Good Practice;

2.9.3 Any other requirement prescribed in terms of the BBEE Act;

2.10 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. Points awarded for B-BBEE Status Level of Contribution

- 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: =(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 contribution.

7 SUB-CONTRACTING

1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

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		NO	
-----	--	----	--

(v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in term 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 underdevelopment 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 Total number of years the company/firm has been in business?

8.8 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 contribution of contributor indicated in paragraph 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 paragraph 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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:

.....

.....

SIGNATURE(S) OF BIDDER(S)

.....

DATE:.....

ADDRESS:.....

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... 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 time of 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);
 - Technical Specification(s);
 - 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 goods and/or works 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.

CONTRACT FORM - PURCHASE OF GOODS/WORKS**3. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I.....in my capacity
 as.....accept your bid under reference number
dated.....for the supply of goods/works indicated hereunder and/or further
 specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

1. ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	1. BRAND	DELIVERY PERIOD	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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
....
2.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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	No
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	No
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes	No
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD 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 (SBD 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.

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 Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. 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 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.
6. 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.

7. 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.
8. 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.

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.

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

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Signature

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Date

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Position

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Name of Bidder

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

- 1.17 “Local content” means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in tender documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed

by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-tender testing will be for the account of the bidder.
- 8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be

carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 3. Payments shall be made promptly by the purchaser, but in no case later than thirty days after submission of an invoice or claim by the supplier.
- 4. Payment will be made in Rand unless otherwise stipulated.

2. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of Liability

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.