

ARTSCAPE

an agency of the
Department of Sport, Arts and Culture

THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS**ART 09 /2022**

| | |
|----------------------------------------------|--|
| NAME OF TENDERER | |
| ADDRESS OF TENDERER | |
| | |
| TELEPHONE No. | |
| EMAIL | |
| National Treasury CSD No. (MAAA.....) | |

TOTAL TENDER PRICE Incl. 15% VAT

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| R..... |
|--------|

Tender Box Stage Door
Closing Date: 26 January 2023
Closing Time: 13:00 PM



THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

ART 09 /2022

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|-----------------------------------|
| GENERAL TENDER INFORMATION |
|-----------------------------------|

COMPULSORY BRIEFING SESSION: N/A

TENDER CLOSING DATE: 26 January 2023 at 13:00pm

TENDER SUBMISSION: Tender Box, Artscape Building 1-10
DF Malan Street, Stage Door, Cape Town

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**SBD 1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ARTSCAPE

BID NUMBER: **ART 09/2022**

CLOSING DATE: **26 January 2023**

CLOSING TIME: **13:00 PM**

DESCRIPTION: **The Provision of Travel Management Services for a period of 36 months**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.1).

BID DOCUMENTS MAY BE HAND DELIVERED TO:

TENDER BOX, ARTSCAPE BUILDING 1-10, STAGEDOOR, 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, 2017, 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:

.....

.....

PREFACE INFORMATION

1. GENERAL

1.1 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

1.2 Validity Period

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

1.3 Contractual Implications

After awarding the bid, this proposal together with its bidder's terms, conditions and scope of works 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.

1.4 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 Theatre Centre, 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.

1.5 Bid Notice

Bid Number: ART 09/2022

Bid Description: The Provision of Travel Management Services for a period of 36 months

Name of Institution: Artscape Theatre Centre

Place where goods, to be delivered: Artscape Theatre Centre, DF Malan Street, Foreshore, and Cape Town

Closing Date / Time: 26 January 2023 at 13:00

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Email: tenders@artscape.co.za

Any enquiries regarding technical information may be directed to

Ms Natasja Pietersen

Email: tenders@artscapeco.za

1.6. CONTACT AND COMMUNICATION

A nominated official of the bidder(s) can make enquiries in writing, to the Natasja Pietersen (Supply Chain Management) via email tenders@artscape.co.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address

The delegated office of ARTSCAPE may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for Artscape in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and Artscape must be done in writing.

Whilst all due care has been taken in connection with the preparation of this bid, ARTSCAPE makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ARTSCAPE, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Artscape (other than minor clerical matters), the Bidder(s) must promptly notify Artscape in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Artscape an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Artscape will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

Where bids must be delivered:

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

The envelopes must be addressed to:

1. The Supply Chain Management Artscape and clearly marked "The Provision of Travel Management Services for the period of 36 months".
2. Bidder must provide two (2) original hard copy of the proposal inside an envelope marked "The Provision of Travel Management Services for the period of 36 months" and a scanned PDF format of the proposal; i.e. copy on CD or Memory Stick.

3. Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid.
4. The closing date and time of the bid is clearly stated on the SBD 1 form.
5. The attached forms, if completed in detail and returned, will form part of your bid.

Tender No. ART 09/2022” with the Bidder’s name below. Bidders 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

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

This bid may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za or Artscape’s website at www.Artscapeco.za free of charge. Alternatively, this bid documents may be purchased at R250 (non-refundable) [inclusive of VAT] per set for those bidders that require a copy from Artscape rather than downloading from the website. Request for printed bid document must be made in advance prior to collection.

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. The 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.

2. CHECK LIST

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 | | Tax clearance requirements | Submission of a valid original tax clearance certificate. Tax Status Pin | |
| 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 | |
| 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/Specifications | To be read and applied | |
| 9 | | Registered on the National Treasury Central Suppliers Database (CSD) | Provide the CSD Supplier Number starting with MAAA_____ | |
| 10 | GCC | General conditions of Contract | Initial each page | |
| 11 | | B-BBEE status level verification certificate | Submit a valid original B-BBEE certificate 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 | | Company Profile | To be submitted with Bid Invitation | |
| 13 | | Proposal and Price NB. Technical Threshold – 70% | To be compiled and submitted in line with requirements of the Terms of Reference | |
| 14 | | Standard Bid Documents (SBDs) | 1 Original and one (1) copy | |
| 15 | | IATA License/Certificate | i. Bidders are required to submit their International Air Transport Association (IATA) license/certificate (certified copy) at closing date. | |

| | | | | |
|----|--|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | | ii. Where a bidding company is using a 3rd party IATA license, proof of the agreement must be attached and copy of the certificate to that effect at closing date. | |
| 16 | | ASATA Certification | This is mandatory to be submitted at closing date. Provide proof of the license/certificate | |
| 17 | | Financial Statements | Three (3) years audited Financial Statements | |
| | | | | |

Additional Notes:

1. Broad Based Black Economic Empowerment (B-BBEE) rating level 3 or better to be submitted.
 - 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. Checklist 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 not award the bid, or to partially award.

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

.....

NAME:

TITLE:

DATE:

3.1 PURPOSE

Artscape invites suitably qualified and experienced service providers to provide a Travel Management Service to Artscape for a period of three (3) years. Commencement to be communicated to successful bidder.

3.2 INTRODUCTION

Artscape manages the Artscape Theatre Centre, a complex which belongs to the Provincial Government of the Western Cape. Artscape is a facilitator of stage performances, community arts activities, training programmes as well as audience development initiatives to sustain all forms of performing arts.

3.2.1 Artscape's Key Mandate is as Follows:

- Artscape was declared a Cultural Institution in terms of Section 3 of the Cultural Institutions Act, Act 119 of 1998.
- Artscape is listed as a schedule 3A (National Institute) under the Public Finance Management Act, Act 1 of 1999.
- Artscape's objectives were gazetted in the Government Gazette number 25242, 1 August 2003.

TERMS OF REFERENCE

3.3 SCOPE OF WORK

Artscape currently makes use of a Traveller to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the Artscape travel co-ordinator. The Artscape travel co-ordinator captures the requisition into Accpac system which goes through an approval workflow process and then through to the travel management company for travel booking.

Artscape's primary objective in issuing this Bid is to enter into agreement with a successful bidder(s) who will achieve the following:

- a) Provide Artscape with the travel management services that are consistent and reliable and will maintain a high level of traveler satisfaction in line with the service levels;
- b) Achieve significant cost savings for Artscape without any degradation in the services;
- c) Appropriately contain Artscape's risk and traveler risk.

1.2. Travel Volumes

The current Artscape total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the financial year prior to the Covid -19 pandemic:

| Service Category | Estimated Number of Transactions per annum | Estimated Expenditure per annum |
|--------------------------|---------------------------------------------------|----------------------------------------|
| Domestic Air Travel | | R211 595.43 |
| Domestic Hotel | | R135 527.55 |
| International Hotel | | R45 738.27 |
| Domestic Transfer | | R37 037.50 |
| Transaction Fee | | R25 567.00 |
| International Air Travel | | R21 645.93 |
| Domestic Car hire | | R15 589.60 |
| International Transfers | | R4 000.00 |
| Miscellaneous | | R 2 812.50 |
| VISA | | R 2 326.76 |
| Ancillary Domestic | | R 1 495.00 |
| Ancillary International | | R 230.00 |
| GRAND TOTAL | | R 503 610.54 |

Note: These figures are projections based on trends prior to Covid -19 pandemic and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

4. General

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a. The travel services will be provided to all Travellers travelling on behalf of Artscape. This will include employees and contractors, consultants and clients where the agreement is that Artscape is responsible for the arrangement and cost of travel.
- b. Familiarisation with current Artscape travel business processes.
- c. Familiarisation with current travel suppliers and negotiated agreements that are in place between Artscape and third parties.
- d. Familiarisation with current Artscape Travel Policy and implementations of controls to ensure compliance.
- e. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- f. Provide a facility for Artscape to update their travellers' profiles.
- g. Assist to manage the third party service providers by addressing service failures and complaints against these service providers.

- h. Consolidate all invoices from travel suppliers.
- i. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- j. Provide the testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Artscape.

i. Reservations

The Travel Management Company will:

- a. Always endeavour to make the most cost effective travel arrangements.
- b. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- c. Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- d. Book the negotiated discounted fares and rates where possible.
- e. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. Book parking facilities at the airports where required for the duration of the travel.
- g. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- i. Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates.
- j. Advise the Traveller of all visa and inoculation requirements well in advance.
- k. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- l. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- m. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.

- n. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- o. Visa applications will not be the responsibility of the TMC; however the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc that are negotiated directly or established by National Treasury or by Artscape are **non-commissionable**, where commissions are earned for Artscape bookings all these commissions should be returned to Artscape on a monthly basis.

ii. **Air Travel**

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the lowest airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- f. Airline tickets must be delivered electronically to the traveller(s) promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution.

iii. **Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveler

- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with Artscape's travel policy.
- d. Artscape travelers may only stay at accommodation establishments with which Artscape has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveler, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or Artscape.
- e. Accommodation vouchers must be issued to all Artscape travelers for accommodation bookings and must be invoiced to Artscape monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.

iv. Car Rental and Shuttle Services

- a. The TMC will book the approved category vehicle in accordance with the Artscape Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- c. For international travel the TMC may offer alternative ground transportation to the Traveler that may include rail, buses and transfers.
- d. The TMC will book transfers in line with the Artscape Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

v. After Hours and Emergency Services

- a. The TMC must provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travelers with after hour or emergency assistance.
- c. After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 7h30) and twenty-four (24) hours on weekends and Public Holidays.
- d. A call Centre facility or after hours contact number should be available to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

b. Communication

- i. The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Artscape
- ii. All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- iii. The TMC must ensure sound communication with all stakeholders. Link the business traveler, travel coordinator, Travel Management Company in one smooth continuous workflow.

c. Financial Management

- i. The TMC must implement the rates negotiated by Artscape with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- ii. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Artscape for payment within the agreed time period.
- iii. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- iv. The TMC will be required to offer a 30 day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Artscape for the services rendered.
- v. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- vi. Consolidate Travel Supplier bill-back invoices.
- vii. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Artscape's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

- viii. Ensure Travel Supplier accounts are settled timeously.

d. Technology, Management Information and Reporting

- i. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- ii. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- iii. All management information and data input must be accurate.
- iv. The TMC will be required to provide the Artscape with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found on

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- v. Reports must be accurate and be provided as per Artscape's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation).
- vi. Artscape may request the TMC to provide additional management reports.
- vii. Reports must be available in an electronic format for example Microsoft Excel.
- viii. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

1. Travel

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Extension of business travel to include leisure;
- f) Upgrade of class of travel (air, accommodation and ground transportation);
- g) Bookings outside Travel Policy.

2. Finance

- a) Reconciliation of commissions/rebates or any volume driven incentives;

- b) Creditor's ageing report;
- c) Creditor's summary payments;
- d) Daily invoices;
- e) Reconciled reports for Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;
- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.

- ix. The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

e. Account Management

- i. An Account Management structure should be put in place to respond to the needs of Artscape and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- ii. The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Artscape's account.
- iii. The necessary processes should be implemented to ensure good quality management and ensuring Traveler satisfaction at all times.
- iv. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- v. Ensure that the Artscape's Travel Policy is enforced.
- vi. The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- vii. Ensure that workshops/training is provided to Travelers and/or Travel Bookers
- viii. During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

f. Value Added Services

The TMC must provide the following value added services:

- i. Destination information for regional and international destinations:
 - i. Health warnings;
 - ii. Weather forecasts;
 - iii. Places of interest;
 - iv. Visa information;
 - v. Travel alerts;
 - vi. Location of hotels and restaurants;
 - vii. Information including the cost of public transport;
 - viii. Rules and procedures of the airports;
 - ix. Business etiquette specific to the country;
 - x. Airline baggage policy; and
 - xi. Supplier updates
- ii. Electronic voucher retrieval via web and smart phones;
- iii. SMS notifications for travel confirmations;
- iv. Travel audits;
- v. Global Travel Risk Management;
- vi. VIP services for Executives that include, but is not limited to check-in support.

g. Cost Management

- i. The National Treasury cost containment initiative and the Artscape's Travel Policy is establishing a basis for a cost savings culture.
- ii. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.
- iii. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveler satisfaction.
- iv. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Artscape's Travel Policy to ensure that the Traveler reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

h. Quarterly and Annual Travel Reviews

- i. Quarterly reviews are required to be presented by the Travel Management Company on all Artscape travel activity in the previous three-month period. These reviews are comprehensive and presented to Artscape's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- ii. Annual Reviews are also required to be presented to Artscape's Senior Executive.

i. Office Management

- i. The TMC to ensure high quality service to be delivered at all times to the Artscape's travelers. The TMC is required to provide Artscape with highly skilled and qualified human resources of the following roles but not limited to:
 - a. Senior Consultants
 - b. Intermediate Consultants
 - c. Junior Consultants
 - d. Travel Manager (Operational)
 - e. Finance Manager / Branch Accountant
 - f. Admin Back Office (Creditors / Debtors/Finance Processors)
 - g. Strategic Account Manager (per hour)
 - h. System Administrator (General Admin)

j. On-site Facilities

Not applicable

| | TRADITIONAL BOOKINGS | | (INCLUSIVE of VAT) | |
|------|--------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| ITEM | Transaction Type | Rates Year 1 (01/04/2023 – 31/03/2024) | Rates Year 2 (01/04/2024 - 31/03/2025) | Rates year 3 (01/04/2025 - 31/03/2026) |
| 1 | Air Travel- International | | | |
| 2 | Air Travel- Regional | | | |
| 3 | Air travel-Domestic | | | |
| 4 | Air Travel -International (Re issue) | | | |
| 5 | Air Travel-Regional (Re-issue) | | | |
| 6 | Air Travel -Domestic (Re-issue) | | | |
| 7 | Refunds -Air Domestic | | | |
| 8 | Refund -Air Regional | | | |
| 9 | Refunds -Air international | | | |
| 10 | Car Rental -Domestic | | | |
| 11 | Car Rental -Regional | | | |
| 12 | Transfers/ Shuttle-Domestic | | | |
| 13 | Transfers/ Shuttle-Regional | | | |

| | | | | |
|----|--------------------------------------------------------------|--|--|--|
| 14 | Transfers /Shuttle-international | | | |
| 15 | Accommodation-Domestic | | | |
| 16 | Accommodation-International | | | |
| 17 | Bus/Coach Book | | | |
| 18 | Train Bookings-International | | | |
| 19 | Visa Assistance (Provision of documents and advice) | | | |
| 20 | Courier Services for travel documentation (visa & passport) | | | |
| 21 | Sms Notification | | | |
| 22 | Parking Bookings | | | |
| 23 | Cancellation | | | |
| 24 | Changes to bookings | | | |
| 25 | After Hours Services | | | |
| 26 | Additional Ad-hoc Reports (per report) | | | |
| 27 | Customised Reports (per report) | | | |
| 29 | Debtors Account Reconciliation | | | |
| 30 | 24/7 After Hours Assistance | | | |
| 31 | Bill Backs | | | |
| 32 | Other (Specify) | | | |
| 33 | Other (Specify) | | | |

Total

1.2 CONFERENCE TRANSACTION

| Item | Description |
|------|---------------------------------------------------------------------------------|
| | Conference Transaction Fee (as a % of the total turnover of the event) |

PRICING MODEL

Artscape requires bidders to propose two (2) pricing models being the transactional fee model and the management fee model. Artscape will at their discretion select the best possible cost effective solution.

k. Transaction Fees

Refer Annexure A3: Pricing Schedule

- i. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.
 1. On-site option
 2. Off-site option

- ii. The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

AND / OR

I. Management Fee

m. Pricing Schedule

- i. The management fee is the total fee per annum that will be charged to Artscape in twelve (12) payments. The Department will pay the fee monthly in arrears.
 - 1. On-site option
 - 2. Off-site option

n. Volume driven incentives

- i. It is important for bidders to note the following when determining the pricing:
 - i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
 - ii. No override commissions earned through Artscape reservations will be paid to the TMCs;
 - iii. An open book policy will apply and any commissions earned through the Artscape volumes will be reimbursed to Artscape.
 - iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

EVALUATION AND SELECTION CRITERIA

Artscape has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

| Pre-qualification Criteria (Gate 0) | Technical Evaluation Criteria (Gate 1) | Price and B-BBEE Evaluation (Gate 2) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Bidders must submit all documents as outlined in paragraph 19.1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1. | Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE). | Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points. |
| Financial Statement Analysis | | |
| <p>Bidder(s) are required to submit complete set audited/reviewed annual financial statements (Statement of Comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes) in the name of the bidding entity for three (3) years.</p> <p>Financial Statement Analysis will only be conducted on the qualifying bidders after the completion of Pricing and BBEE evaluation.</p> <p>Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorised individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.</p> <p>In the case of a Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission.</p> | | |

o. Gate 0: Pre-qualification Criteria

Without limiting the generality of Artscape other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

| Document that must be submitted | Non-submission may result in disqualification? | |
|----------------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Invitation to Bid – SBD 1 | YES/NO | Complete and sign the supplied pro forma document |
| Tax Status Tax Clearance Certificate – SBD 2 SARS Status Pin needed | YES/NO | <ul style="list-style-type: none"> i. A valid and original Tax Clearance Certificate must be submitted with the bid. ii. The validity of the Tax Clearance Certificate issued by the South African Revenue Services certifying that the tax status of the Bidder is in order will be verified against the information recorded in the Central Supplier Database (CSD). iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. |
| Declaration of Interest – SBD 4 | YES/NO | Complete and sign the supplied pro forma document |
| Preference Point Claim Form – SBD 6.1 | YES/NO | Non-submission will lead to a zero (0) score on BBBEE |
| Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 | YES/NO | Complete and sign the supplied pro forma document |
| Certificate of Independent Bid Determination – SBD 9 | YES/NO | Complete and sign the supplied pro forma document |
| Bidder Compliance form for Functional Evaluation | YES/NO | Complete and sign |
| Registration on Central Supplier Database (CSD) | YES/NO | <p>The Travel Management Company (TMC) must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration</p> |
| IATA Licence / Certificate | YES/NO | 1. Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. |

| | | |
|-------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | 2. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date. |
| ASATA Certificate (Optional) | YES/NO | This is mandatory to be submitted at closing date. Provide proof of the licence / certificate. |
| Pricing Schedule | YES/NO | Submit full details of the pricing proposal as per |

p. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.
- ii. The overall combined score must be equal or above 100 points in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, Artscape will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Artscape sole discretion.

The Bidder's information will be scored according to the following points system:

| Functionality | Maximum Points Achievable | Minimum Threshold |
|------------------------------|----------------------------------|--------------------------|
| Desktop Technical Evaluation | 100 | 70 |

q. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

1. **Stage 1 – Price Evaluation (80 Points)**

The following formula will be used to calculate the points for price:

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

2. **Stage 2 – BBEE Evaluation (20 Points)**

a. **BBEE Points allocation**

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

| Price Evaluation | 80 |
|-------------------------------------------------------------|------------------|
| $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ | |
| B-BBEE Status Level of Contributor | Number of Points |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in TMCs scoring zero for B-BBEE.

Bidder(s) who do not claim Preference Points will be scored zero for B-BBEE and cannot be excluded from the tender process.

b. Joint Ventures and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

c. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) “A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.”

11(9) “A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.”

3. Stage 3 (80 + 20 = 100 points)

The Price and BBEE points will be consolidated.

4. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Artscape is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Artscape together with its bid, duly signed by an authorised representative of the bidder.

5. CONTRACT PRICE ADJUSTMENT

Condition still to be added

1. Normal CPI adjustment annually
2. Comprehensive Formula based on Cost Element Breakdown.

6. SERVICE LEVEL AGREEMENT

- a. Upon award Artscape and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by Artscape, more or less in the format of the draft Service Level Agreement included in this tender pack.
- b. Artscape reserves the right to vary the proposed terms and conditions of the draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.
- c. Bidder(s) are requested to:
 - a. Comment on the terms and conditions set out in the Service Agreement and where necessary, make proposals to the terms and conditions;
 - b. Each comment and/or amendment must be explained; and
 - c. All changes and/or amendments to the Service Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.
- d. Artscape reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Artscape or pose a risk to the organisation.

7. SPECIAL CONDITIONS OF THIS BID

Artscape reserves the right:

- a. Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.

- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and BEE evaluation stage. In this regard bidders are referred to Section 17 (EVALUATION AND SELECTION CRITERIA) in terms of which bidders are required to submit completed sets of audited/reviewed annual financial statements for 3 (three) periods, in the name of the bidding entity. (Submission of none or less than the required periods should be accompanied by a letter of explanation);
- h. To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.
- i. Not to award the tender to the bidder who's financial statements are not in order.
- j. Award to multiple bidders to spread the risk.

8. ARTSCAPE REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Artscape;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat Artscape fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Artscape;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Artscape as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Artscape will not be used or disclosed unless the written consent of the client has been obtained to do so.

9. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. Artscape reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Artscape or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
 - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Artscape officers, directors, employees, advisors or other representatives;
 - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

10. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Artscape relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Artscape against the bidder notwithstanding the conclusion of the Service Level Agreement between Artscape and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

11. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Artscape, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

12. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Artscape incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Artscape harmless from any and all such costs which Artscape may incur and for any damages or losses Artscape may suffer.

13. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

14. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Artscape shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

15. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Artscape reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Artscape, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Artscape further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

16. NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Artscape reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

17. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

18. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Artscape allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Artscape will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

19. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Artscape examination and evaluation of a bid.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Artscape remain proprietary to Artscape and must be promptly returned to Artscape upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Artscape's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

20. ARTSCAPE PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Artscape proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

STANDARD BID DOCUMENTS

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 09/2022**

Closing Time **13:00**

Closing date **26 January 2023**

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:
- 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**

SBD 4**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:.....

1. Identity Number:.....

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

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

Tax Reference Number:
.....

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
presently employed by the state? **YES / NO**

1. 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:

.....

.....

.....

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

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

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

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

.....

.....

1.2.1. 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**

1.3. If so, furnish particulars:

.....

2. 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**

9.1 If so, furnish particulars.

.....

9.2 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 |
|-----------|-----------------|--------------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

4 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 8**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.**

| Item | Question | Yes | No |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</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 | 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? | 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" must 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

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General Conditions of Contract

1. Definitions

1. The following terms must 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 must apply.

3. General

3.1 Unless otherwise indicated in the tender documents, the purchaser must 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 must conform to the standards mentioned in the tender documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must 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 must remain the property of the purchaser and must 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 must 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 must 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 must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and must 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 must 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 must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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 must 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 must 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 must 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 must comply strictly with such special requirements as must 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 must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must 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 must 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 must 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, must be agreed upon in advance by the parties and must 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 must 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 must 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 must 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 must promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier must, 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 must be specified.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract must 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 must 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 must 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, must 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 must 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 must 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 must 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 must 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 must 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 must, 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 must, 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must 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 antidumping 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 must 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 must 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 must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the

contract as far as is reasonably practical, and must 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 must 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 must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must 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 must 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 must 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, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a Tender must be posted to the supplier concerned by registered or certified mail and any other notice to him must 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 must 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, must be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract must 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 must 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 must 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 must 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 must be in writing, must 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.