ROBBEN ISLAND MUSEUM

P O Box 51806
V & A Waterfront
8002
South Africa
Phone: 021 413-4200
Fax: 021 425-0206

Purchase Order

Date	Page
Jul 07, 2026	1

Purchase Order Number
PO0013533

Vendor Address:

Cape Town Tourism
P.O Box 1403
Cape Town, 8000 8000 8000
VAT MO 4950213647
REG NO

Ship To:

ROBBEN ISLAND MUSEUM
P O Box 51806
V & A Waterfront
8002
South Africa

Reference	Contact	Vendor Number	PO Date	Terms	Ship Via	Expected Arrival
RFQ637-2026-27		CAP010	Jul 07, 2026	2		Jul 08, 2026

Qty. Ordered	Vendor Item Number	Description	Drop-Ship	Unit Cost	UOM	Extended Price
1		Cape Town Tourism Membership	No	753,462.000000	Each	753,462.00

Comments:
For more information please contact Yolandam@robben-island.org.za
All invoices to be sent to Accounts@robben-island.org.za

Prepared by: Lungisani
Checked on csd by: Ongeziwe
Approved by:

M-A MACHELA

Tax Summary:
SAR1 0.00

Less: included tax	**0.00**
Subtotal	**753,462.00**
Total tax	**0.00**
Total purchase order	**753,462.00**

Report Date:
07 Jul 2026 10:45:53 AM
Report Ran By:
ongeziwen@robben-island.org.za

CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT

CSD REGISTRATION SUMMARY REPORT

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). It is the responsibility of an organ of state supply chain practitioner to obtain supporting documentation to verify the identity and legitimacy of this supplier.

SUPPLIER IDENTIFICATION

Supplier number	MAAA1635921	Government breakdown	Non Profit Organisation (Department of Social Dev)
Is supplier active?	Yes	Country of origin	South Africa
Supplier type	Non Profit Organisation (Department of Social Dev)	Non Profit Organisation Number	214-244 NPO
Supplier sub-type	Non Profit Organisation (Department of Social Dev)	Have Bank Account	Yes
Legal name	Cape Town Visitor Service Association	Restricted Supplier	No
Trading name	Cape Town Tourism	Restricted Director	No
Identification type	Non Profit Organisation Number	Government Employee	No

PREFERRED CONTACT

Contact type	Bid Office	Prefer communication via email	Yes
Name(s)	Cape Town Tourism Cape Town Tourism	Email address	celestine@capetown.travel
Identification type	South African Identification Number	Cellphone number	071 483 8797

PREFERRED ADDRESS

Address type	Physical	Municipality	City of Cape Town
Address line 1	33 Martin Hammerschlag	City	Cape Town
Address line 2	Foreshore	Postal code	8001
Suburb	Foreshore	Country	South Africa
Province	Western Cape		

The "Bank Verification Status" field indicates that the bank account details submitted by the supplier exist at the bank and that the bank account details are valid. However, as this supplier does not have an identifying number (like a South African ID number, or Company Registration number, or NPO number or Trust number) linked to their bank account details at their respective bank, the CSD system cannot electronically verify that the bank account belongs to the specific supplier. The supply chain practitioner is therefore responsible to obtain supporting documentation to verify that this bank account belongs to this supplier.

PREFERRED ACCOUNT

Account type	Current Accounts	Account holder	CAPE TOWN TOURISM
Bank	ABSA BANK LIMITED	Bank Verification Status	Verification Succeeded
Branch number	632005	Is this a preferred account?	Yes

CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT

Report Date:
07 Jul 2026 10:45:53 AM
Report Ran By:
ongeziwen@robben-island.org.za

CSD REGISTRATION SUMMARY REPORT

Branch name	ABSA ELECTRONIC SETTLEMENT CNT	Edit date	27 Jan 2026 11:02:11:207
Account number	4060151281	Is the identifier linked at the bank	No

The "Overall Tax Status" field indicates the compliance status of the tax information submitted. However, as this supplier does not have an identifying number (like a South African ID number, or Company Registration number, or Trust number) linked to their tax details at SARS, the CSD system cannot electronically verify that the tax reference numbers belongs to the specific supplier. The risk is however partially mitigated by the SARS Tax Compliance Status (TCS) PIN Number, successfully provided by the Supplier. The supply chain practitioner is however still responsible to obtain supporting documentation to verify that the tax reference numbers belongs to this supplier.

TAX

Overall Tax Status	Tax Compliant	Are you Registered with SARS?	Yes
IncomeTaxNumber	9281879172	Is this supplier a VAT vendor?	Yes
VAT number	4950213647	Tax compliance status pin provided	Yes
PAYE number	7870752674	Last validation date	07 Jul 2026 10:46:00:000

SUPPLIER DIRECTOR/MEMBERS

Is there any director whom is restricted?	No	Is there any director who is a government employee?	No

SUPPLIER COMMODITIES

Commodity family	Marketing and distribution;		

B-BBEE INFORMATION

Certificate Type	B-BBEE Certificate	Certificate Issue Date	02 Dec 2025 00:00:00:000
Status	Active	Certificate Expiry Date	01 Dec 2026 00:00:00:000
		Verification Status	Manual verification required

DEMOGRAPHIC INFORMATION

Gender demographics available?	Yes	Youth demographics available?	No
Military veteran demographics available?	No	Disabilities demographics available?	No

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures

national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

CSD REGISTRATION SUMMARY REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.
The various possible error messages received from the bank are highlighted in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status
For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: What should a supplier do if the tax status on CSD difference from the tax clearance certificate?

Tax Compliance Expiry Date
For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: How does CSD determine the tax compliance expiry date?

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?

State Employee

For more information pertaining to government employment status click here: Will there be verification done to identify if a supplier is a government employee?

RESTRICTION

***Restricted Supplier** - A supplier is restricted by using the identification number of the entity e.g. CIPC registration -, trust -, Social Development non-profit -, South African ID -, Foreign company registration number or ID number. If there is more than one CSD Supplier profile registered on CSD with the same entity identification number, all those related supplier profiles will be restricted.*

***Restricted Director** – A director/owner is an individual person and is restricted by using the South African ID or Foreign ID number. If a director belongs to different companies and has been restricted, the director will reflect as restricted in all companies where identification number is detected.*

Restricted Suppliers & Directors are listed on CSD under Help – Am I restricted?

arts & culture
Department:
Arts and Culture
REPUBLIC OF SOUTH AFRICA

Robben Island
MUSEUM

ANNEXURE B

SCM REQUEST NO.						FOR SCM USE ONLY

The Senior Manager

RFQ637/2026/27

(Via)

Chairperson of Quotation Committee

OFFICIAL PROCUREMENT TEMPLATE FOR PURCHASES BETWEEN R 2000+ and R1 000 000

Cost Centre Number: ....

Cost Centre Name: MARKETING & TOURISM

SECTION A: USER INFORMATION	
A1. List of items and quantities OR service required.	
CAPE TOWN TOURISM MEMBERSHIP ANNUAL PAYMENT FOR RIM 2026	**Quantity Required**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8	
9	
10	
A2. Draft specifications and/or Terms of Reference	

A3. Is the request in line with operational planning and in the approved Demand Plan of the Unit/Cost Centre?	YES		NO	X	If NO, attach the approved motivation by for source of funds to be used.

A4. Motivation is attached

I CONFIRM THAT THE ABOVE REQUISITION IS APPROVED AND THAT THERE IS SUFFICIENT FUNDS IN THE BUDGET. THE PRESCRIBED PROCUREMENT PROCESS WILL BE FOLLOWED.

Requested by: Yolanda Mdutyana

Name..................... Designation: Events Officer Signature: ....

Date: 23-06-2026 Financial Delegation No: ....

SECTION B: QUOTATION INFORMATION

B1. How have the quotes been obtained?	Written Quotes	✓	Other (Specify)		
B2. If less than 3 quotes have been obtained, provide reasons why	Emergency callout				
	YES		NO		

B4. Pricing and Preferential Procurement Information (If too many quotes attach separate sheet)

SUPPLIER	PRICE	POINTS FOR PRICE	SPECIFIC GOALS (BLACK & FEMALE OWNED)	TOTAL POINTS
Cape Town Tourism	R753462	80	0	80

SECTION C: RECOMMENDATION						
Cape Town Tourism is the recommended supplier with the highest total points of _and a total price of R753462(Incl. VAT)						
C2. Other _ - _ offers were received with price ranges of - (Incl. VAT) but do not provide any value for the RIM.						
C3. Are there any offers received and passed over?		YES		NO		If YES, give details below.
SUPPLIER	PRICE	REASON FOR PASSING OVER				
2.	Not Applicable					
3.						

SECTION D: SCM COMPLIANCE						
D1. I hereby confirm that: • specifications for the product/service were developed in accordance with RIM's prescripts. • that all quotations obtained have been verified and that no supplier has been prejudiced. • I hereby also declare/confirm that I have no interest in any bid under consideration.						
D2. The recommended bidder' s SBD 4 is completed and is attached			Y	✓	N	
D3. Particulars of names, individual identity numbers, state employee numbers or any person having a controlling interest in the enterprise is listed in the table 2.1.1 of the SBD 4 of the recommended bidder, where applicable.	N/A	✓	Y		N	
D4. Are the particulars of interest in any other related enterprise, whether they are bidding for this contract, listed in 2.3 of the SBD 4 of the recommended bidder, where applicable	N/A		Y		N	✓
D5. The recommended bidder is not listed in the Tender Defaulters or the list of restricted suppliers			Y	✓	N	
D6. Paragraph 3 of the SBD 4 of the recommended bidder is completed and signed			Y	✓	N	
D7. The recommended bidder's tax matters are in order and compliant as per the recent CSD report Yes ✓						

Compiled by:	Lungisani Lite	SCM Administrator	
Signature:	[signature]	01/07/2026	

SECTION E: CONSIDERATION BY QUOTATION COMMITTEE

(Tick the applicable)	YES	NO	N/A
E1. Are all necessary documentation attached?	✓		
E2. Is the request well motivated?	✓		
E3. Disqualifications are justified and that valid and accountable reasons/motivations were furnished for passing over of bids			✓
E4. Scoring has been fair, consistent and correctly calculated and applied			✓
E5. The ability of the vendor to execute the contract from a technical and financial view was verified.	✓		
E6. Is the bid to specification in terms of quality, design, functionality, dimensions, support, guarantee etc.			✓
E7. Is the offer value for money?	✓		
E8. Has the previous success or failure of contracts been considered?	✓		

DECLARATION OF INTEREST BY QUOTATION COMMITTEE MEMBERS:

I hereby also declare/confirm that I have no interest in any bid under consideration

Name	Signature
MJ Tmancali	[signature]
SK Mazwi	[signature]
M-A Machela	[signature]

If any of the above answers is NO, motivate and/or give reasons.

SECTION F: RECOMMENDATION BY QUOTATION COMMITTEE				
RECOMMENDED / ~~NOT RECOMMENDED~~ (Delete the inapplicable).				
QC Chairperson:	M.A Modiela	Rank	SCM Specialist	
Signature:		Date	02/07/2026	
Other QC Members names and signatures	MT [illegible]	Date	2026/07/02	
Other QC Members names and signatures	SK Mazavi	Date	02/07/2026	
Other QC Members names and signatures		Date		
Comments:				

G: CONFIRMATION OF THE BUDGET: MANAGEMENT ACCOUNTING				
Account Number				
Annual Budget				
Actual Accpac				
Budget Remaining				
Commitments				
Budget Remaining				
Current Requisition				
Budget Remaining				
Comments:				

Authorized by:		Rank:	
Signature:		Date	

SECTION H: APPROVAL BY CFO/DELEGATEE				
The goods/service is hereby confirmed to be acceptable.				
Contract award is hereby APPROVED / NOT APPROVED (delete inapplicable) according to delegation _______ (specify delegation used)				
Authorizes by:	L. Williams	Rank:	CEO	
Signature:		Date	7/07/26.	

Notes: CFO
Budget is confirmed - see budget confirmation form.
06/07/2026 - Recommended for Approval.
NB

Robben Island
MUSEUM
an agency of the
Department of Arts and Culture

VERIFICATION CHECKLIST - SCM AND FINANCE

		CORRECT YES	CORRECT NO
	SUPPLY CHAIN MANAGEMENT	YES	NO
A	SUPPORTING DOCUMENTS: SCM		
	➔ RELEVANT SUPPORTING DOCUMENTS ATTACHED AND VERIFIED	✓	
	➔ E.G. VA2IA, ENTERTAINMENT FORM, SITA LIST OF SUPPLIERS		
	• SCM TEMPLATE DULY COMPLETED AND APPROVED	✓	

SIGNED BY:	[signature]
DATE:	01/07/2026

		YES	NO
B	QUOTATION COMMITTEE		
	QUOTATION (VALUE BETWEEN R2 001 AND R500 000)		
	➔ QUOTATIONS / CONTRACT / AGREEMENT ATTACHED WHERE APPLICABLE	✓	
	➔ SBD DOCUMENTS CHECKED VERIFIED AND ATTACHED	✓	
	➔ TAX CLEARANCE CERTIFICATE VALID AND ATTACHED	✓	
	POINT ALLOCATION IN TERMS OF B-BBEE VERIFIED AS CORRECT	N/A	
	➔ TEN		

SIGNED BY:	[signature]
DATE:	04/07/2026

		YES	NO
C	INTERNAL CONTROL		
	➔ COMPLIANCE WITH SCM PRESCRIPTS INCLUDING DELEGATIONS		

SIGNED BY:	[signature]
DATE:	[illegible]

		YES	NO
D	MANAGEMENT ACCOUNTING:		
	➔ AVAILABILITY OF THE BUDGET CHECKED		
	➔ FUNDS TRANSFER WHERE APPLICABLE		

SIGNED BY:	
DATE:	

		YES	NO
E	SUPPLY CHAIN MANAGENT		
	➔ OBTAIN APPROVAL AS PER DELEGATIONS		
	➔ ALL DOCUMENTS SIGNED AS PER DELEGATIONS DELEGATIONS		

SIGNED BY:	
DATE:	

		YES	NO
F	ORDERING PROCESS: SUPPLY CHAIN MANAGENT		
	➔ ORDER CAPTURED IN LINE WITH THE QUOTATION AND APPROVED FINANCIAL IMPLICATIONS		
	➔ ORDER APPROVED ITO DELEGATIONS		

SIGNED BY:	
DATE:	

		YES	NO
G	INVOICE PAYMENT		
	➔ VERIFIED - ALL SUPPORTING DOCUMENTS ATTACHED AND COMPLETE FOR PROCESSING		
	➔ VALID INVOICE		
	➔ INVOICE vs QUOTED PRICE		
	➔ IS THIS A PARTIAL PAYMENT		

Robben Island Museum, PO Box 51806, V&A Waterfront 8002
• Tel +27 (0) 21 413 4200 • Fax +27 (0) 21 419 1057 • website www.robben-island.org.za

Robben Island
MUSEUM
an agency of the
Department of Arts and Culture

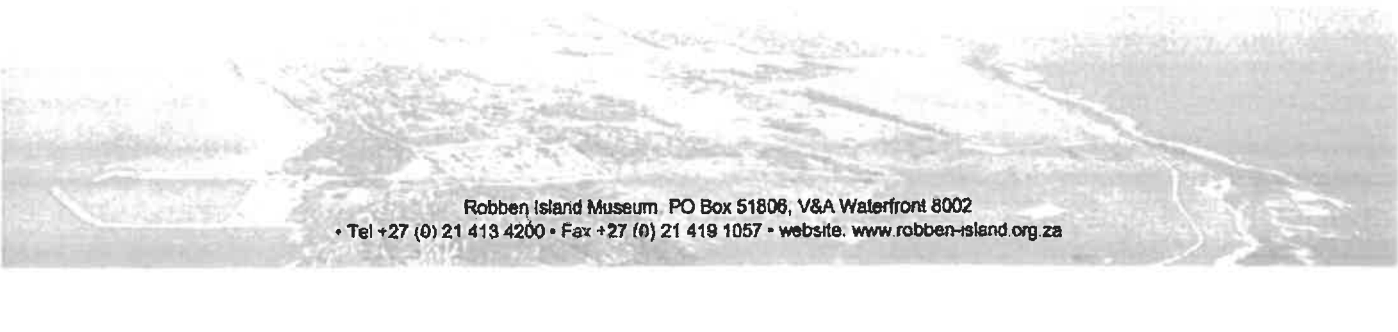
➡	IS THE DATE OF RECEIPT STAMP ON THE INVOICE		
➡	IS THE PAYMENT MADE WITHIN 30 DAYS OF RECEIPT OF INVOICE		
➡	IS THE INVOICE CERTIFIED		
➡	ORDER IS LATER THAN INVOICE DATE - ARE REASONS ATTACHED		

SIGNED BY:	
DATE:	

H PAYMENT AUTHORISATION

➡	CHECK THE INVOICE AMOUNT VS PURCHASE ORDER AMOUNT		
➡	CHECK THE INVOCIE FOR ACCURACY OF INFORMATION ITO ORDER NUBER, VAT NUMBER AND BANKING DETAILS		
➡	PREPARE PAYMENT VOUCHER FOR AUTHORISATION BY DELEGATEE		
➡	LOAD PAYMENT ON THE BANK		
➡	FIRST AND SECOND RELEASER TO REVIEW AND AUTHORISE THE PAYMENT		

SIGNED BY:	
DATE:	



Robben Island MUSEUM

Nelson Mandela Gateway to Robben Island
Clocktower V&A Waterfront Cape Town 8000 South Africa
PO Box 51806 V&A Waterfront Cape Town 8002 South Africa
T +27 21 413 4200 | F +27 21 419 1057

Website: robben-island.org.za

REFERENCE: SCM COMMITTEES
ENQUIRIES: CEO

22 April 2026

Robben Island Museum

Dear Mr. Mfundo Mancayi

RE: SUPPLY CHAIN MANAGEMENT COMMITTEES ("SCM COMMITTEES") APPOINTMENT FROM 22 APRIL 2026 UNTIL 31 MARCH 2027.

1. It gives me great pleasure to inform you that you have been appointed to the following SCM Committees at Robben Island Museum ("RIM"):
   a. Member of Quotations Committee – Operations, ICT, and Marketing & Tourism Departments
   b. Member of Bid Specifications Committee - Operations, ICT, and Marketing & Tourism Departments
   c. Member of Bid Evaluation Committee – Operations, ICT, and Marketing & Tourism Departments.

2. The establishment of the Bid Specification Committee, (BSC) Bid Evaluation Committee (BEC) and Bid Adjudication Committee (BAC) and Disposal Committee (DC) arises from section 217 of the Constitution (Act 108 of 1996) and section 51 (1) (iii) of the Public Finance Management Act (Act No. 1 of 1999 as amended) which prescribes that the public sector procurement and provisioning system must be fair, equitable, transparent competitive and cost effective.

3. You are hereby appointed and delegated, in terms of section 56 (1) (a) and (b) to carry out the provision of section 51 (1) (iii) to maintain "an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost effective. The provisions of the PFMA are reinforced by the Preferential Procurement Policy Framework Act of 2000 and its Regulations of 2022.

Conditions

4. Your appointment is based on your role/position within RIM.
5. You are required to acquaint yourself with:

a) The Constitution of the Republic of South Africa, (Act No.108 of 1996);

b) Robben Island Museum Supply Chain Management Policy;

c) The Supply Chain Management Framework in terms of Section 76(4)(1)(c) of the Public Finance Management Act no. 1 of 1999 as amended by the National Treasury and its regulations;

d) The Public Finance Management Act (Act No.1 of 1999) as amended;

e) The Preferential Procurement Policy Framework Act, (Act No.5 of 2000) & and its associated regulations (Regulations 2022);

f) National Treasury Regulations;

g) National Treasury Instruction Notes

h) Asset Management Framework and Guidelines

6. Kindly sign below for:
    a) Acknowledgement and acceptance of the delegation of powers, retain the original and return a copy to the office of the Senior Manager: Supply Chain Management; and
    b) Specimen of your signature of this letter and retain copy and return the original to the office of the Senior Manager: Supply Chain Management.
    c) All the best in your role in the SCM Committees. I know that I can rely on you to perform your duties and responsibilities conscientiously. At the same time, you can rely on my full support in carrying out your task.

Yours truly,

....

Mr. Lebogang Mogoera
Date: 28 April 2026
Interim Chief Executive Officer

Acknowledgement:

I, Mfundo Mancayi Employee no. 1008

Hereby acknowledge receipt of the appointment into Robben Island Museum's Supply Chain Committees as detailed in the procurement plan for the 2026/27 financial year ("SCM Committees").

I confirm that I have read and understand the conditions under which I am appointed. I accept the appointment and conditions as contained in paragraphs 4 and 5 of this letter & confidentiality and compliance with ethical standards as indicated below.

[For Audit Purposes, a copy of the appointment letter, together with the original signature of this Acknowledgement must be forwarded to the Office of the Specialist: Supply Chain Management]

Signature: ____________

Date: 30 Apr 2026

I confirm to adhere to the confidentiality and compliance with ethical standards agreement between Robben Island Museum and me.

A) There is an urgent need to ensure that matters discussed or related to the functioning of the department's procurement are treated with confidentiality and comply with the highest ethical standards by members that serve on the committees.
To promote mutual trust and respect and an environment where business can be conducted with integrity and fairly and reasonably (Treasury Regulations 16A8).

B) To this end, it has become imperative that each member of the Bid Committee ensures confidentiality when agreeing.

C) This letter, therefore, serves as a formal confidentiality agreement between me and RIM in my role within the SCM Committees.

D) This agreement requires, and I hereby undertake to:

a. Not divulge, disseminate or distribute or copy to any other person any information that I became privy to at any time during my tenure as a member of the procurement committee;

b. Treat all matters and processes I am involved in the SCM Committees as confidential;

c. Refrain from communicating with bidders or potential bidders on any matter under consideration of the procurement committee other than in the official capacity:

Provided that any such communication must be in writing;

d. Recuse yourself from participating in any matter under consideration of the committee where I have direct or indirect interest unless such interest has been disclosed in writing to the Chief Executive Officer and he/or she directs in writing that I continue to participate notwithstanding the disclosure; and

e. Not to request, demand, solicit, invite, receive, or in anyway acquire anything from a bidder or potential bidder or any other person, who has an interest, direct or otherwise, in any matter under consideration of the committee, anything of monetary value or other benefit whatsoever without the prior written approval of the Chief Executive Officer.

Specimen signature for Mfundo Mancayi **Employee No**: 1008

Specimen Signature:

Date: 30 Apr 2026

Nelson Mandela Gateway to Robben Island
Clocktower V&A Waterfront Cape Town 8000 South Africa
PO Box 51806 V&A Waterfront Cape Town 8002 South Africa
T +27 21 413 4200 | F +27 21 419 1057

Website: robben-island.org.za

REFERENCE: SCM COMMITTEES
ENQUIRIES: CEO

22 April 2026

Robben Island Museum

Dear Ms. Siphuxolo Mazwi

RE: SUPPLY CHAIN MANAGEMENT COMMITTEES ("SCM COMMITTEES") APPOINTMENT FROM 22 APRIL 2026 UNTIL 31 MARCH 2027.

1. It gives me great pleasure to inform you that you have been appointed to the following SCM Committees at Robben Island Museum ("RIM"):
   a. Member of Quotations Committee - Marketing and Tourism
   b. Member of Bid Specifications Committee – Marketing and Tourism, IFM, ICT, Heritage, Ferry, and Operations Departments
   c. Member of Bid Evaluation Committee – Marketing and Tourism, IFM, ICT, Heritage, Ferry, and Operations Departments.

2. The establishment of the Bid Specification Committee, (BSC) Bid Evaluation Committee (BEC) and Bid Adjudication Committee (BAC) and Disposal Committee (DC) arises from section 217 of the Constitution (Act 108 of 1996) and section 51 (1) (iii) of the Public Finance Management Act (Act No. 1 of 1999 as amended) which prescribes that the public sector procurement and provisioning system must be fair, equitable, transparent competitive and cost effective.

3. You are hereby appointed and delegated, in terms of section 56 (1) (a) and (b) to carry out the provision of section 51 (1) (iii) to maintain "an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost effective. The provisions of the PFMA are reinforced by the Preferential Procurement Policy Framework Act of 2000 and its Regulations of 2022.

Conditions

4. Your appointment is based on your role/position within RIM.
5. You are required to acquaint yourself with:

a) The Constitution of the Republic of South Africa, (Act No.108 of 1996);

b) Robben Island Museum Supply Chain Management Policy;

c) The Supply Chain Management Framework in terms of Section 76(4)(1)(c) of the Public Finance Management Act no. 1 of 1999 as amended by the National Treasury and its regulations;

d) The Public Finance Management Act (Act No.1 of 1999) as amended;

e) The Preferential Procurement Policy Framework Act, (Act No.5 of 2000) & and its associated regulations (Regulations 2022);

f) National Treasury Regulations;

g) National Treasury Instruction Notes

h) Asset Management Framework and Guidelines

6. Kindly sign below for:
   a) Acknowledgement and acceptance of the delegation of powers, retain the original and return a copy to the office of the Senior Manager: Supply Chain Management; and
   b) Specimen of your signature of this letter and retain copy and return the original to the office of the Senior Manager: Supply Chain Management.
   c) All the best in your role in the SCM Committees. I know that I can rely on you to perform your duties and responsibilities conscientiously. At the same time, you can rely on my full support in carrying out your task.

Yours truly,

....

Mr. Lebogang Mogoera
Date: 28 April 2026
Interim Chief Executive Officer

Acknowledgement:

I, Siphuxolo Mazwi ____________ Employee no. F1075 ____________

Hereby acknowledge receipt of the appointment into Robben Island Museum's Supply Chain Committees as detailed in the procurement plan for the 2026/27 financial year ("SCM Committees").

I confirm that I have read and understand the conditions under which I am appointed. I accept the appointment and conditions as contained in paragraphs 4 and 5 of this letter & confidentiality and compliance with ethical standards as indicated below.

[For Audit Purposes, a copy of the appointment letter, together with the original signature of this Acknowledgement must be forwarded to the Office of the Specialist: Supply Chain Management]

Signature: ____________

Date: 04 May 2026

I confirm to adhere to the confidentiality and compliance with ethical standards agreement between Robben Island Museum and me.

A) There is an urgent need to ensure that matters discussed or related to the functioning of the department's procurement are treated with confidentiality and comply with the highest ethical standards by members that serve on the committees.
To promote mutual trust and respect and an environment where business can be conducted with integrity and fairly and reasonably (Treasury Regulations 16A8).

B) To this end, it has become imperative that each member of the Bid Committee ensures confidentiality when agreeing.

C) This letter, therefore, serves as a formal confidentiality agreement between me and RIM in my role within the SCM Committees.

D) This agreement requires, and I hereby undertake to:

a. Not divulge, disseminate or distribute or copy to any other person any information that I became privy to at any time during my tenure as a member of the procurement committee;

b. Treat all matters and processes I am involved in the SCM Committees as confidential;

c. Refrain from communicating with bidders or potential bidders on any matter under consideration of the procurement committee other than in the official capacity:

Provided that any such communication must be in writing;

d. Recuse yourself from participating in any matter under consideration of the committee where I have direct or indirect interest unless such interest has been disclosed in writing to the Chief Executive Officer and he/or she directs in writing that I continue to participate notwithstanding the disclosure; and

e. Not to request, demand, solicit, invite, receive, or in anyway acquire anything from a bidder or potential bidder or any other person, who has an interest, direct or otherwise, in any matter under consideration of the committee, anything of monetary value or other benefit whatsoever without the prior written approval of the Chief Executive Officer.

Specimen signature for Siphuxolo Mazwi **Employee No:** F1075

Specimen Signature:

Date: 4 May 2026

Nelson Mandela Gateway to Robben Island
Clocktower V&A Waterfront Cape Town 8000 South Africa
PO Box 51806 V&A Waterfront Cape Town 8002 South Africa
T +27 21 413 4200 | F +27 21 419 1057

Website: robben-island.org.za

SUBMISSION TO	CHIEF FINANCIAL OFFICER (CFO)
FROM	SENIOR MANAGER: MARKETING & TOURISM
DATE OF SUBMISSION	01 June 2026
FILE REFERENCE NO	CAPE TOWN TOURISM PARNERSHIP
CLASSIFICATION	CONFIDENTIAL /NON-CONFIDENTIAL/SECRET
TITLE / SUBJECT	A REQUEST FOR APPROVAL FOR THE PAYMENT OF THE CAPE TOWN TOURISM PARTNERSHIP FEES FOR ROBBEN ISLAND MUSEUM

1. PURPOSE

The purpose of the submission is to request the CFO's approval to approve the payment of the Cape Town Tourism partnership fees for Robben Island Museum.

2. EXECUTIVE SUMMARY

Cape Town tourism is the city's main government tourism agency that promotes tourism services in Cape Town, South Africa and internationally. Cape Town Tourism have different categories of memberships that enable their members to promote their offerings at different packages. Robben Island Museum as a key tourist attraction in Cape Town, South Africa and the World explored a partnership option in order to get the premium marketing mileage from the city's tourism agency and partnership exclusive rights in efforts to aggressively promote Robben Island Museum to its various target markets. RIM has entered into a partnership with Cape Town tourism in order to benefit from exclusive marketing platforms and industry support offered by the agency, the annual cost implication for the partnership is of R 753 462.00 including VAT.

3. DISCUSSION

Marketing and Tourism (M & T) department has a mandate to promote Robben Island Museum (RIM) as an all year-round destination both to domestic and international visitors. The M&T department is also key in the development of new products and ensures effective stakeholder relationship management with the tourism industry stakeholders. The Marketing and Tourism department saw it fit and significant to partner with Cape Town tourism as the city's official tourism agency. This partnership will benefit Robben Island Museum by effectively and efficiently positioning the RIM brand through exclusive various campaigns detailed in the contract document. This partnership will intensify RIMs brand equity particularly within the local tourist market. This partnership will also be instrumental in strengthening the relations between Robben Island Museum and the travel trade members. The term of this contract is valid for 12 months and with an option to renew. This year's approved agreement includes staff workshops and trainings to ensure that our staff members are abreast with the current industry trends and to ensure that the service standards are of exceptionally quality.

ORGANISATIONAL AND PERSONNEL IMPLICATIONS

N/A

4. FINANCIAL IMPLICATIONS

The financial implications for the partnership for the current year is R 753 462.00 including VAT, payable by Robben Island Museum to Cape Town Tourism.

5. COMMUNICATION IMPLICATIONS

N/A

6. LEGAL IMPLICATIONS

7. RISK IMPLICATIONS

N/A

8. OTHER UNITS / BODIES CONSULTED AND BENCHMARKS

9. IMPLEMENTATION PLAN

N/A

10. ATTACHMENTS

The addendum to contract document with deliverables for 2026/27

11. RECOMMENDATIONS

It is recommended that the CFO approve the payment of the Cape Town Tourism partnership fees for Robben Island Museum.

12. CONTACT PERSON

Ms Siphuxolo Mazwi

Senior Manager: Marketing and Tourism

SIGNATURE: **DATE: 01 June 2026**

The recommendation(s) in paragraph 10 is (are):

SUPPORTED/SU~~PPORTED WITH AMENDMENTS~~/~~NOT SUPPORTED~~

04/06/2026

SIGNATURE **DATE**

MR MOLEFI MACHELA - SUPPLY CHAIN MANAGEMENT

A REQUEST FOR APPROVAL FOR THE PAYMENT OF THE CAPE TOWN TOURISM PARTNERSHIP FEES FOR ROBBEN ISLAND MUSEUM

The recommendation(s) in paragraph 10 is (are):

✓

SUPPORTED/SUPPORTED WITH AMENDMENTS/NOT SUPPORTED

Marketing to apprise new CEO of the extension,
even though it was signed on the 25th by the erstwhile ICE

15/06/2026

SIGNATURE **DATE**

DR JONTY TSHIPA
CHIEF OPERATIONS OFFICER

The recommendation(s) in paragraph 10 is (are):

X

APPROVED/APPROVED WITH AMENDMENTS/NOT APPROVED

22/06/2026

SIGNATURE **DATE**

MS NONHLANHLA MONA

CHIEF FINANCIAL OFFICER

Robben Island
MUSEUM

G: CONFIRMATION OF THE BUDGET -MANAGEMENT ACCOUNTING

Account Number	Total	Advertising			
		6010-45			
Annual Budget	933 559,47	933 559,47			
Project	0,00	0,00			
Transfers	0,00	0,00			
Budget Remaining	933 559,47	933 559,47			
Actual Accpac	0,00	0,00			
Budget Remaining	933 559,47	933 559,47			
Commitments	0,00	0,00			
Budget Remaining After Commitments	933 559,47	933 559,47			
Current Requisition	-753 462,00	-753 462,00			
Actual YTD Spending	0,00	0,00			
Budget Available to Spent	180 097,47	180 097,47			

Comments:	*RFQ Motiv - Payment of the Cape Town tourism partnership fees for RIM * Service Provider : Cape Town Tourism [signature] 23.06.26
Authorised by:	A. Adams
Signature:	[signature] 2026/06/ 26
Comments SMA:	
The goods/service is hereby confirmed to be acceptable.	
Contract award is hereby APPROVED / NOT APPROVED (delete inapplicable) according to delegation_____________ (specify delegation used)	
Authorised by:	N. Mona Chief Financial Officer
Signature:	[signature] 2026/06/ 26

Tax Invoice

Robben Island Museum
Clock Tower
V&A Waterfront
8002 Cape Town
Western Cape

Cape Town Tourism
33 Martin Hammerschlag Way
Foreshore
Cape Town, 8000
Western Cape

VAT No.

Invoice Date:	28 May 2026	Due Date:	28 June 2026
Invoice Number:	SPIN1010060	Terms:	30 Days from Invoice

Reference	Membership Number	Account Number	Purchase Order Number
ORD-40990-B3F5X5	ROB101	ROB101	ORD-40990-B3F5X5

Description	No.	Quantity	Unit Price	VAT %	Amount Excl.VAT
Executive Partnership_Renewal 2026/2027		1	655,184.35	15	655,184.35
01 May 2026 - 30 April 2027					

Subtotal	655,184.35
15% VAT	98,277.65
Total Incl. VAT ZAR	**753,462.00**

BANKING DETAILS

Bank	ABSA Bank
Acccount No.	40-6015-1281
Account Type	Classic Business
Branch Code	632005
Swift Code	ABSAZAJJ
Reference	ORD-40990-B3F5X5

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$80/20$ or $90/10$

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender (Specific goals 10 points)	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for Black People Equity (Black owned)	minimum of 51%	10	
Women's Equity	minimum of 51%	3	
Points for person/s with Disability		2	
Owned Youth Equity	minimum of 51%	2	
Points for Local economy empowerment (Bidders domiciled in the Western Cape) – only valid proof of address will be accepted		3	
No evidence submitted		0	
TOTAL		**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm....Cape Town Tourism..

4.4. Company registration number: NPO 214-244..

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☒ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: Nzima Soci

DATE: 01 July 2026

ADDRESS: 33 Martin Hammerschlag Way, Foreshore

....

....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees/ shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

3 DECLARATION

I, the undersigned, (name)……Nzima Soci…………………………………… in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

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2 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Type text her

………………………………	01 July 2026 ………………………………
Signature	Date
Chief Financial Officer ………………………………	………………………………
Position	Name of bidder

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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 supplies 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 bid submission) designed to establish bid 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 bidding 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 supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding 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 bidding 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding 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 in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC 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 in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

16.3 Payments shall 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 in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

the legal verification team

Legally assured verification

B-BBEE Verification Certificate

CAPE TOWN VISITORS SERVICES ASSOCIATION t/a CAPE TOWN TOURISM

Company Address: 33 Martin Hammerschlag Way, Foreshore, Cape Town, 8001
Registration Number: 214-244 NPO
VAT Number: 4950213647

THE SCORE OBTAINED COMPRISES THE FOLLOWING:

Element	Score	Weighting
Management Control	17.44	20.00
Skills Development	17.39	25.00
Enterprise & Supplier Development	52.88	50.00
Socio Economic Development	4.93	5.00
Total Points	92.64	100.00

B-BBEE CONTRIBUTOR STATUS LEVEL: LEVEL 3

B-BBEE PROCUREMENT RECOGNITION LEVEL: 110%

Scorecard/Sector	Specialised Sector Scorecard - Generic (Gazette No: 42496)		
Financial Period Measured	01 Jul 2024 - 30 Jun 2025		
Discounting Principle applied	NO		
Modified Flow Through applied	NO		
Exclusion Principle applied	NO		
Empowering Supplier	YES		
Designated Group Supplier	NO	Designated Group Ownership	0.00%
Black New Entrant	0.00%	Black Disabled Ownership	0.00%
		Black Military Veterans Ownership	0.00%
Black Ownership	0.00%	Black Youth Ownership	0.00%
Black Women Ownership	0.00%	Black Unemployed Ownership	0.00%
		Black People Living in Rural Areas	0.00%
Participated in Y.E.S	NO	Achieved Y.E.S Target & 2.5% Absorption	NO
Y.E.S Enhancement Level	N/A	Achieved 1.5 x Y.E.S Target & 5% Absorption	NO
		Achieved 2 x Y.E.S Target & 5% Absorption	NO
Verification Number	TLVT10772-021225	Initial Issue Date:	02 December 2025
Technical Signatory	Marsha Arnold	Revision Date: (if applicable)	N/A
		Expiry Date:	01 December 2026

Marsha Arnold

This certificate is valid for 12 months from the original date of issue

sanas
B-BBEE Rating Agency
BVA 264

PARTNERSHIP AGREEMENT

(EXECUTIVE PARTNERSHIP)

between

Cape Town Tourism
("CTT")

AND

ROBBEN ISLAND MUSEUM
("RIM")

Cape Town TOURISM

Contract Sign-off

Requested by	Jenni Vermaas
Date	13 December 2023 [Adjusted by WW 24 Jan 2024]
Document type	Partnership Agreement – Robben Island Museum
Due date	December 2023

Checks & input (impact / risk)

Unit	Exec / Manager	Checked & signed (Date)	Comments
Ambition & Strategy	**Enver**		
Destination Marketing	**Leigh**		
Destination Management	**Lisa**		
Corporate & Commercial	**Nzima**		
Corp Governance / Legal	**Nzima**		
Webber Wentzel Sign-off	**Nzima**		

TABLE OF CONTENTS

ANNEXURES

ANNEXURE A - PARTNERSHIP TYPE

ANNEXURE B - PAYMENT SCHEDULE

1 PREAMBLE

1.1 The parties to this Agreement (**"Parties"** and each a **"Party"**) are as follows:

1.1.1 Cape Town Tourism (**"CTT"**), a voluntary non-profit organisation established under the laws of South Africa, with its business address at 33 Martin Hammerschlag, Foreshore, Cape Town, 8001, South Africa; and

1.1.2 Robben Island Museum (**"RIM"**), a public entity established under the laws of South Africa, with its business address at The Nelson Mandela Gateway, V & A Waterfront, Victoria & Alfred, Cape Town, 8001, South Africa.

1.2 The Parties recognise the value of collaborating to achieve their respective and shared objectives. The Parties agree to the terms of the Executive Partnership as set out herein.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, the following words will have the following meanings (unless the context indicates otherwise):

"Agreement"	means the partnership agreement recorded in this document and any annexures or schedules thereto, as may be amended from time to time by agreement in writing and signed by the Parties;
"Applicable Law"	means, in relation to either Party, any law or regulation (including statutory, common or customary law), statute, subordinate legislation, constitution, decree, treaty, judgement, directive, by-law, ordinance, code of practice, circular, other legislative measure, requirement, request, standard, guideline and similar provision which is prescribed, adopted, made, published or enforced by any authority and compliance with which is (or was or will be, at the relevant time referred to in this Agreement) mandatory for that Party;

"Business Day"	means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa ("**South Africa**");
"City"	means the city of Cape Town;
"Executive Partnership"	means the relationship established between CTT and RIM on the terms and conditions as set out in this Agreement;
"Fee"	means the total fee for the Partnership Type set out in clause 12 (excluding VAT);
"Intellectual Property Rights"	means all existing and future intellectual property of whatsoever nature arising anywhere in the world, whether registered or unregistered, including (without limitation) trademarks, trade names and services marks, rights of copyright, design rights, patent rights, trade secrets and confidential information, together with applications for any of these intellectual property rights;
"Losses"	means actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client) and expenses of any nature whatsoever, subject to the limitation in clauses 16.2 and 18;
"Partnership Type"	has the meaning ascribed thereto in clause 6.1;
"Payment Schedule"	means the schedule setting out the payment terms of this Agreement, as set out in Annexure B;
"Product"	means any product or service offered by RIM in relation to its business, including any trip, tour, site visit, goods and memorabilia of any kind;
"RIM Website"	means the website located at website address https://www.robben-island.org.za;

"Signature Date" means the date on which this Agreement is last signed by the last Party required to sign it; and

"VAT" means Value-Added Tax levied in accordance with the Value-Added Tax Act No 89 of 1991, as amended from time to time,

2.2 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time.

2.3 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.

2.4 Where any term is defined within a particular clause other than this clause 2, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement. If there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement or paragraph of any annexure, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement.

2.5 Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day.

2.6 Any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, calendar months or calendar years, respectively.

2.7 Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall be treated as having not been written (ie *pro non scripto*) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

2.8 The expiry, termination or cancellation of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiry, termination or cancellation or which of necessity must continue to have effect after such expiry, termination or cancellation, notwithstanding that such provisions do not expressly provide for this.

2.9 The use of the word "**including**", "**includes**" or "**include**" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

2.10 Words importing one gender include the other genders; the singular includes the plural and *vice versa*; and natural persons include artificial persons and *vice versa*.

2.11 References to a "**person**" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons.

2.12 The terms of this Agreement having been negotiated, the rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the party responsible for its drafting, shall not be applied in the interpretation of this Agreement.

3 OBJECTIVES OF CTT

3.1 CTT has concretised its objective as set out in clause 5 of its constitution, as being the provision of destination marketing services and visitor services in Cape Town and the provision of services for the benefit of CTT members and the wider tourism industry.

3.2 In pursuance of its objective as stated above, CTT:

3.2.1 has developed and adopted visitor and marketing services strategies for its area of jurisdiction and will endeavour to ensure that high quality, customer-focused and cost-effective visitor and destination marketing services are provided throughout its area of jurisdiction, creating high levels of customer satisfaction and the maximisation of business generated for those of its members involved in tourism-related businesses; and

3.2.2 will participate in identified tourism projects by agreement with the City and other relevant stakeholders and will work with other tourism and destination marketing and management organisations working within its area of jurisdiction.

3.3 CTT is committed to responsible tourism.

4 OBJECTIVES OF RIM

4.1 In pursuance of RIM's main marketing objectives, RIM will participate in the identified tourism campaigns in terms of this Agreement with CTT and other relevant stakeholders and will work with other tourism and destination marketing organisations to promote tourism in the City.

4.2 RIM is committed to responsible and sustainable tourism.

5 PURPOSE AND BASIS OF THE AGREEMENT

The purpose of this Agreement is to:

5.1 ensure and promote collaboration between both Parties in relation to the Executive Partnership; and

5.2 define the roles and responsibilities of both Parties in relation to the Executive Partnership.

6 PARTNERSHIP MODEL

6.1 In furtherance of their objectives set out under clause 3, CTT has devised a partnership model consisting of various partnership types, in terms of which all executive partners, including RIM, can choose a specific partnership type (**"Partnership Type"**). The Partnership Type includes visitor and marketing services strategies and benefits which best ensure that a partner receives high quality, customer-focused and cost-effective visitor and destination marketing services and the maximisation of its business.

6.2 RIM has chosen the Partnership Type indicated and described in Annexure A, which CTT accepts.

7 ROLES AND RESPONSIBILITIES OF CTT IN THE PARTNERSHIP

7.1 In addition to the obligations of CTT set out in Annexure A, CTT shall have the following responsibilities:

7.1.1 CTT will ensure training days per year at site/s of RIM (unless agreed otherwise), and RIM will facilitate such training, so that CTT staff are up to date on RIM's Product information;

7.1.2 to the extent provided for in RIM's chosen Partnership Type, CTT will include RIM in CTT campaigns where appropriate through packaging deals and competition prizes;

7.1.3 CTT agrees not to hire staff members of RIM for the duration of this Agreement and for a period of 6 months after termination of this Agreement, unless agreed otherwise between both Parties. CTT agrees that this restraint is fair and reasonable with regards to duration, location and with regards to any other aspect;

7.1.4 CTT will ensure that RIM's digital brochure is strategically displayed in CTT's visitor centre and mobile visitor vehicle;

7.1.5 CTT will ensure the presence of RIM on its website www.capetown.travel; and

7.1.6 CTT will provide RIM with full membership of its membership program,

(together with the obligations in Annexure A and collectively, the **"Marketing Services"**).

7.2 CTT's obligations as set out in this clause 7 are dependent and conditional on the co-operation of, and the performance of obligations by, RIM as envisaged in this Agreement (more specifically in clause 8).

8 ROLES AND RESPONSIBILITIES OF RIM IN THE PARTNERSHIP

8.1 In addition to RIM's obligations set out in Annexure A, RIM:

8.1.1 will provide CTT with the artwork for digital brochure display containing information in English on RIM's establishment, attractions, sites, and/or Products to be promoted by

CTT, which information must be customised to suit the specific market within which RIM operates, taking into account the marketing insights provided by CTT;

8.1.2 will translate the brochure(s) mentioned in clause 8.1.1 to a different language if requested to do so by CTT, at RIM's own cost, for distribution to a specific target market;

8.1.3 will provide CTT with the content and design for any advertisements, editorial features, social media features, etc, as requested by CTT as per any agreed advertising criteria and before the agreed deadline date stipulated by CTT;

8.1.4 if applicable, will provide and facilitate Product information training at its site/s (unless agreed otherwise) once during the Contract Period (defined below in clause 9.1) so that CTT staff is up to date on its Product information (as contemplated in clause 7.1.1);

8.1.5 if applicable, will provide CTT with any content, imagery and design required for the CTT website banner and preferential partner listing (as contemplated in clause 7.1.2) as per any agreed criteria;

8.1.6 where requested, will provide CTT with content for the editorial feature for inclusion on the www.capetown.travel website and will provide a relevant URL link to the CTT website from RIM's website;

8.1.7 will provide CTT with all content for digital platforms in the required format at least 30 calendar days in advance of the date on which such content is be publicised on such digital platforms;

8.1.8 will ensure that all content for any advertisements, editorial features, and digital platforms submitted by RIM to CTT will comply with the content plan provided by CTT to RIM;

8.1.9 where RIM is provided with certain benefits under its chosen Partnership Type, all benefits with promotional periods of less than 12 months must be pre-booked in advance by RIM;

8.1.10 will provide CTT with support and participation to ensure collaborative marketing opportunities are maximised;

8.1.11 agrees to timeously settle disbursements incurred by CTT on behalf of RIM, provided that CTT will prior to incurring any such disbursements, obtain RIM's written consent for such disbursements (which consent shall not be unreasonably withheld or delayed) . These disbursements include, but are not limited to, media monitoring, travel, journalist entertainment, printing and photography. Invoices from third parties in respect of such approved disbursements will be submitted to RIM for timeous settlement on receipt of such invoice, and in any event, by no later than 30 Business Days of receipt of such invoice; and

8.1.12 agrees not to hire CTT staff members for the duration of this Agreement and for a period of 6 months after termination of this Agreement, unless agreed otherwise between both Parties. RIM agrees that this restraint is fair and reasonable with regards to duration, location and with regards to any other aspect.

8.2 RIM further acknowledges and agrees that:

8.2.1 all content for any advertisements, editorial features, and digital platforms submitted by RIM to CTT must be pre-approved by CTT;

8.2.2 should the content not suit CTT's content platform writing style, CTT may re-write the RIM's content to suit the content platform's writing style subject to RIM's final approval in writing for any changes (which approval shall not be unreasonably withheld or delayed);

8.2.3 CTT shall have the right to return such content mentioned in clause 8.2.1 to RIM for amendment, or amend such content itself in the manner contemplated under clause 8.2.2, in the event that CTT is not satisfied with the content submitted to it by RIM;

8.2.4 where RIM is entitled to certain promotional benefits from CTT to be provided through Twitter, RIM shall provide all content to be included in the discussion on the relevant Tweets and CTT shall, at its sole discretion, be entitled to choose which Twitter handle to use, being either "@capetowntourism" or "@lovecapetown", in each instance;

8.2.5 where RIM is entitled to complimentary parking at certain industry functions as part of its benefits under its chosen Partnership Type, such complimentary parking will only be made available by CTT where parking is provided at the venue at which such function is to be held;

8.2.6 where RIM does not utilise the benefits provided for under RIM's chosen Partnership Type, such benefits will be forfeited and cannot be exchanged for other benefits, unless otherwise agreed to in writing by both Parties; and

8.2.7 where CTT is unable to deliver on a benefit provided for under RIM's chosen Partnership Type, due to an event beyond the reasonable control of CTT (excluding events which arise as a result of or due to an act or omission by RIM), CTT, after consultation with RIM, shall provide an alternative benefit to RIM, at no additional cost to RIM. For the avoidance of doubt, where CTT is unable to deliver a benefit provided for under the RIM's chosen Partnership Type due to an event which arose as a result of or due to an act or omission by RIM, CTT shall not be obliged to provide such benefit or any alternative benefit in substitution for such benefit.

9 DURATION AND TERMINATION

9.1 Subject to this 9, the period of this Agreement is as set out in Annexure A and will commence and terminate on the dates specified in Annexure A ("**Contract Period**").

9.2 RIM will be entitled to cancel this Agreement at any time by giving CTT 20 Business Days' written notice ("**Termination Notice**") and will be liable to pay any outstanding invoices and/or monies due to CTT in terms of this Agreement within 20 Business Days of the Termination Notice. CTT will in this event be entitled to charge a cancellation fee in the amount of 10% of the total cost of the Agreement ("**Cancellation Fee**") should RIM cancel the Agreement within the Contract Period. If RIM has already paid the total Fee contemplated in Annexure B of the Agreement as at the date of the Termination Notice, CTT shall only be entitled to retain the Fees for the period the Agreement was in effect and the Cancellation Fee, notwithstanding any cancellation of the Agreement by RIM in terms of this clause 9.2.

10 BREACH

If either Party ("**Defaulting Party**") commits a breach of any terms of this Agreement, the other Party ("**Innocent Party**") is required to give the Defaulting Party written notice to remedy the breach. If the breach is not remedied within a period of 20 Business Days after the receipt of such notice, the Innocent Party will be entitled to cancel this Agreement and claim damages or claim specific performance without further notice and without prejudice to any other rights which the Innocent Party may have in law.

11 **RENEWAL**

11.1 RIM may request the renewal of this Agreement by giving at least 3 months written notice prior to the expiry date of the Contract Period. It is in CTT's discretion to renew this Agreement upon RIM's request and nothing in this Agreement entitles RIM to automatic renewal of this Agreement. The terms relating to a renewal of this Agreement, including the increase in fees, will be discussed and agreed to by the Parties not later than one month before the termination of the Contract Period.

11.2 In the event that this Agreement is renewed in terms of clause 11.1, CTT shall notify RIM, in writing of any amendments to the Partnership Type as set out in Annexure A for confirmation of agreement by RIM.

12 **FEES**

12.1 RIM shall pay CTT a total Fee in the amount set out in Annexure B (excluding VAT).

12.2 The Fee is payable by RIM in the manner set out in the Payment Schedule at Annexure B, and the Fee shall be paid into a bank account nominated by CTT in writing from time to time, without deduction, set-off or charges.

12.3 CTT will be entitled to increase the Fee on an annual basis provided that CTT will provide 30 days' written notice to RIM of such increase and RIM will be entitled (for a period of 10 Business Days from the date of issue of such notice) to terminate this Agreement, upon 10 Business Days' written notice to CTT should it not accept such increase.

13 **CONFIDENTIALITY**

13.1 In this clause 13 and 14, the following terms bear the following meanings -

13.1.1 **"Authorised Purpose"** - performance by each respective Party in terms of this Agreement and any matters relating to and / or incidental thereto;

13.1.2 **"Confidential Information"** -

13.1.2.1 this Agreement and any information relating thereto;

13.1.2.2 all information that a Disclosing Party discloses to the Receiving Party (in any format) for the Authorised Purpose unless otherwise excluded in terms of clause 13.1.2.3;

13.1.2.3 but excluding -

13.1.2.3.1 information which is generally available to the public, other than as a result of a breach of this Agreement,

13.1.2.3.2 information which is specifically disclosed for the purpose of the Marketing Services (i.e. will be publicised and used to market RIM);

13.1.2.3.3 information which is possessed by the Receiving Party prior to disclosure, or was independently developed or lawfully acquired by the Receiving Party;

13.1.3 **"Confidential Records"** - any document or other record (whether in electronic, pictoral or any other medium whatsoever) containing Confidential Information;

13.1.4 **"Disclosing Party"** - the Party who makes available or furnishes Confidential Information to the other Party;

13.1.5 **"Receiving Party"** - the Party who receives or has access to Confidential Information from the other Party.

13.2 All Confidential Information will be treated as confidential by the Receiving Party and its directors, employees, agents, professional advisors and subcontractors (**"Related Receiving Parties"**) and will not be disclosed to any Person subject to clause 13.3.

13.3 Confidential Information may be disclosed by a Receiving Party -

13.3.1 to the extent to which the prior written consent for such disclosure has been obtained from the Disclosing Party;

13.3.2 to the extent to which disclosure is required by any Applicable Law (excluding contractual obligations), subject to the Disclosing Party's prior written consent if lawful and reasonably practicable in the circumstances;

13.3.3 in relation to any amalgamation, merger or acquisition of the Receiving Party's business or part thereof and only to the extent necessary and subject to legally enforceable confidentiality undertakings;

13.3.4 where Confidential Records are disclosed by a Receiving Party to the Related Receiving Parties for the Authorised Purpose or the obtaining of professional advice or for the purpose of complying with any Applicable Law, subject to legally enforceable confidentiality provisions. Any conduct by any Related Receiving Party which would, if that Person had been party to this clause 13 have been a breach of this clause 13 shall be deemed to be a breach of this clause 13 by the Receiving Party.

13.4 No Party shall, at any time after the Signature Date, notwithstanding any termination or cancellation of this Agreement, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person, any Confidential Information or Confidential Records.

13.5 This clause 13 is subject to the Protection of Personal Information Act No 4 of 2013 ("**POPIA**") and any Confidential Information which is also Personal Information may only be disclosed if the Disclosing Party has a lawful basis to do so in terms of any applicable data protection law and otherwise complies with such law.

13.6 The Parties agree that damages may not be an adequate remedy for any breach or suspected breach of this clause 13 by a Receiving Party or a Related Receiving Party and that the Disclosing Party shall be permitted to seek interdictory relief.

13.7 The obligations in terms of this clause will continue after the termination or expiry of this Agreement.

14 DATA PROTECTION

14.1 For the purposes of this clause 14, the terms **"Data Subject"**, **"Operator"**, **"Personal Information"**, **"Process"** and **"Responsible Party"** shall bear the meanings ascribed thereto in POPIA.

14.2 Each Party agrees to comply with its obligations under POPIA in relation to the Processing of Personal Information in respect of which it is the Responsible Party or an Operator.

14.3 The Parties agree that neither Party is an Operator for purposes of POPIA and each Party is solely responsible for the Processing that it undertakes for the Authorised Purpose.

14.4 Each Party undertakes to -

14.4.1 only Process Personal Information for the Authorised Purpose and for matters incidental thereto and as may be ascribed by its respective external privacy notice, available at https://www.capetown.travel/terms-conditions/ in relation to CTT and at https://www.robben-island.org.za/wp-content/uploads/2022/12/POPI-Policy.pdf in relation to RIM;

14.4.2 secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate and reasonable technical and organisational measures to protect Personal Information against loss, damage, unauthorised destruction and unlawful access or acquisition;

14.4.3 immediately notify the other Party where there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person (**"Security Compromise"**); and

14.4.4 except as required by Applicable Law or for the legitimate business purposes of the other Party, return or destroy all Personal Information when it is no longer required for purposes of this Agreement, on termination of this agreement for any reason or if required by Applicable Law.

14.5 Unless otherwise agreed between the Parties in writing and in clause 14.4.4, the obligations of this clause 14 shall survive expiration or termination of this Agreement for any reason.

14.6 Subject to clause 14.4.4, each Party must, within 10 Business Days of termination or cancellation of this Agreement or on the written instructions of the other Party erase all documents containing Personal Information and Confidential Records and provide written confirmation, signed by a Person being authorised to do so on behalf of such Party that it has returned or erased all Records.

15 NO FURTHER COSTS

Neither Party shall be liable for costs, fees or expenses in any way on behalf of the other Party, except for any disbursements incurred by CTT on behalf of RIM as contemplated in clause 8.1.11, and no Party shall in any way be liable for any costs or expenses incurred by the other Party unless the affected Party shall have agreed in writing to such costs and expenses.

16 INDEMNITY

16.1 Each Party ("**Indemnifying Party**") hereby indemnifies the other Party ("**Indemnified Party**") against, and shall pay to the Indemnified Party, the full amount of all Losses which the Indemnified Party may suffer or incur as a result, or in connection with the Indemnifying Party -

16.1.1 providing any inaccurate material and/or information to the Indemnified Party as contemplated in this Agreement; and

16.1.2 subject to clause 17.3, the Indemnifying Party's violation of any third party Intellectual Property rights.

16.2 Notwithstanding clause 16.1, no Party shall be liable to any other Party for any consequential, incidental, indirect, special or punitive damage of such other Party, including loss of future revenue, income or profits, diminution of value or loss or business reputation or opportunity relating to the breach or alleged breach hereof, unless such loss arises as a result of the Party's fraud, dishonesty, criminal conduct, wilful misconduct or gross negligence.

17 WARRANTIES AND LIABILITY

17.1 The Parties give to each other the warranties in this clause 17 at the Signature Date on the basis that -

17.1.1 this Agreement is entered into by each Party relying on the warranties, each of such warranty is deemed to be a material representation inducing each Party to enter into this Agreement;

17.1.2 insofar as any warranty is promissory or relates to a future event, such warranty shall be deemed to have been given as at the due date for fulfilment of the promise or the happening of the event, as the case may be; and

17.1.3 each such warranty shall be a separate and independent warranty and shall not be limited by any reference to, or inference from, the terms of any other warranty or by any other provisions in this Agreement.

17.2 Each Party warrants, represents and undertakes in favour of the other that -

17.2.1 it is established and validly existing under and in accordance with the laws of the South Africa;

17.2.2 it has the legal capacity and the power to own its assets and to carry on its business as it is presently being conducted;

17.2.3 it has -

17.2.3.1 the legal capacity and the power to enter into and perform this Agreement; and

17.2.3.2 taken all necessary actions (whether corporate, internal, or otherwise) to authorise its entry into and performance of, this Agreement;

17.2.4 the obligations expressed to be assumed by it under this Agreement are legal and valid and are binding on, and enforceable against it;

17.2.5 the entry into this Agreement and/or the performance of its obligations under this Agreement does not, and will not -

17.2.5.1 contravene any Applicable Laws; and/or

17.2.5.2 contravene, violate, cause a default and/or breach of the terms of, and/or otherwise conflict with any contract, Agreement, indenture, mortgage, or other instrument of any kind to which it is a Party or by which it may be bound, or which is binding upon its assets; and

17.2.6 all approvals which are required or necessary under all Applicable Laws to enable it to lawfully enter into and comply with its obligations under this Agreement have been obtained;

17.2.7 it has sufficient resources, including technological, human resources and any others, to perform its obligations and services, to the extent applicable, in terms of this Agreement.

17.3 RIM hereby warrants to CTT that for the duration of the Contract Period (as defined in clause 9.1) and any extension thereof:

17.3.1 it is the exclusive proprietor of the Intellectual Property Rights in and to the material or information provided by RIM to CTT and/or that, such material or information that is not owned by RIM has been validly licensed to RIM with the right to grant sub-licenses;

17.3.2 the use by CTT of the Intellectual Property Rights owned by RIM, or any part, element or item thereof, will not infringe the rights of any third party;

17.3.3 no third party has interfered with, infringed upon, or misappropriated the Intellectual Property Rights in and to the material or information provided by RIM to CTT or any part, element or item thereof; and

17.3.4 the conclusion and/or implementation of this Agreement does not and will not infringe the rights, including (without limitation) any Intellectual Property Rights in and to the material or information provided by RIM to CTT, of any third party and/or cause a third party to suffer loss.

17.4 CTT hereby undertakes to RIM that for the duration of the Contract Period (as defined in clause 9.1) that it -

17.4.1 shall use RIM's Intellectual Property Rights only for the Authorised Purpose (as defined in clause 13.1.1) and will not -

17.4.1.1 reproduce, translate or adapt RIM's Intellectual Property Rights;

17.4.1.2 arrange or create derivative works based on the Intellectual Property Rights;

17.4.1.3 transfer, distribute (whether by way of rental, sale, licence or otherwise) or disclose all or any part of the Intellectual Property Rights to any third party;

17.4.1.4 remove, alter or obscure any copyright or other proprietary rights notices,

except where required for the Authorised Purpose.

18 CIRCUMSTANCES NOT IN THE CONTROL OF THE PARTIES

18.1 Neither Party shall be liable to the Party in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay in the performance of this Agreement if it is due to an act or omission by such Party or any event beyond the reasonable control of such Party (**"Affected Party"**), including but not limited to strike, lock-out or other industrial dispute, acts or God, war, protest, fire, flood, storm, tempest, explosion, act of terrorism, riot, civil commotion, national emergency, lockdown, pandemic, breakdown of plant or machinery (**"Force Majeure Event"**).

18.2 Should the Force Majeure Event continue to prevent or restrict the Affected Party from fulfilling its obligations for more than 20 Business Days, then the other Party shall be entitled (but not obliged) to terminate this Agreement with immediate effect by giving written notice to the Affected Party to that effect. CTT shall not be entitled to charge any cancellation fee and, if the total Fee has been paid by RIM, RIM will be entitled to a pro rata refund for the remaining Contract Period.

19 STATUS OF PARTIES

19.1 It is recorded that this Agreement constitutes a limited joint marketing collaboration between the Parties.

19.2 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties in any other shape or form whatsoever apart from the rights and obligations as set out in this Agreement.

19.3 Neither of the Parties shall be entitled to bind the other or to do anything which could be interpreted that one Party may represent or bind the other Party or act as an agent or representative.

19.4 Unless otherwise expressly stipulated in this Agreement, each Party to this Agreement contracts as a principal and not as an agent for any other person, disclosed or undisclosed.

20 NON-VARIATION

No addition to, variation, novation or consensual termination of this Agreement or any part thereof shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

21 ENTIRE AGREEMENT

21.1 This Agreement contains all terms and conditions of the agreement between the Parties concerning the subject-matter hereof and no express, tacit or implied terms, conditions, warranties, promise or representations whatever, apart from those contained in this Agreement, have been made or agreed to by the Parties except those required by law. Nonetheless, this Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

21.2 Any amendment to this Agreement must be in writing and signed by both Parties provided that nothing in a text / SMS message, Whatsapp or email will constitute such a "signature" or "in writing" in terms of the Electronic Communications and Transactions Act No 25 of 2002 ("**ECTA**") for purposes of this clause 21.2.

22 NON-RELAXATION

No relaxation, waiver or indulgence which the one Party ("**Grantor**") may grant to the other Party, nor any delay or failure by the Grantor to enforce, whether partially or completely, any of its rights in regard to any of such Party's obligation in terms hereof shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.

23 SEVERABILITY

Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be ineffective and treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

24 DISPUTE RESOLUTION

24.1 The Parties agree to cooperate with each other in performing in terms of this Agreement, and to at all times use their reasonable endeavours to perform their obligations under this Agreement, including -

24.1.1 assisting and supporting each other;

24.1.2 informing each other of, and consulting each other, on matters pertaining to this Agreement;

24.1.3 co-ordinating the actions and strategies with each other.

24.2 Any dispute arising out of or in connection with the Agreement must be referred by either Party for consideration and possible resolution to a designate representative of RIM and CTT.

24.3 Should the designated representatives referred to in clause 24.2 fail to resolve the dispute within 10 Business Days of it being referred to them (or within such alternative period as both Parties agree to) then they must by agreement appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("**AFSA**") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.

24.4 Should the appointed mediator referred to in clause 24.3 fail to resolve the dispute within 30 Business Days from the date of appointment (or within such alternative period as both Parties may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with the rules of AFSA or its successor by an arbitrator appointed by AFSA, provided that the rules for expedited arbitrations shall not apply unless the parties to the dispute agree otherwise in writing. The dispute shall be resolved by an arbitrator appointed by AFSA. If AFSA determines that the AFSA Commercial Rules are applicable, there shall be no right of appeal as provided for in article 22 of such rules. The arbitration must be held in a summary manner with a view to it being completed as soon as possible.

24.5 The seat of the arbitration shall be Cape Town, South Africa.

24.6 The language to be used in the arbitral proceedings shall be English.

24.7 The arbitration shall be held in private and the confidentiality provisions of section 11(2) of the International Arbitration Act No 15 of 2017 shall apply as if the arbitration were an international arbitration, as contemplated in that Act.

24.8 Notwithstanding anything to the contrary contained in this clause 24, the Parties retain the right to approach any competent court having jurisdiction for interim relief on an urgent basis.

24.9 For the purposes of clause 24.8 and for the purposes of having any award made by the arbitrator being made an order of court, each of the Parties hereby submits itself to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town and any other court having jurisdiction.

24.10 For the avoidance of doubt, a person that accepts a benefit conferred on it by any *stipulatio alteri* contained in this Agreement shall be bound by the provisions of this clause 24.

24.11 This clause 24 is severable from the other provisions of this Agreement and shall remain in full force and effect notwithstanding any termination, cancellation, invalidity, unenforceability or unlawfulness of this Agreement, or any part thereof.

25 DOMICILIUM CITANDI ET EXECUTANDI

25.1 The Parties choose as their *domicilium citandi et executandi* ("***Domicilium***") their respective addresses set out in this clause 25 for all purposes arising out of or in connection with this Agreement, at which addresses all the processes and notices arising out of or in connection with this Agreement may validly be served upon or delivered to the Parties.

25.1.1 For the purpose of this Agreement, the Parties' respective addresses shall be:

25.1.1.1 in the case of CTT to:

address:	33 Martin Hammerschlag 2nd Floor Foreshore Cape Town, South Africa
email:	jenni@capetown.travel

and marked for the attention of Jenni Vermaas; and

25.1.1.2 in the case of RIM to:

in the case of RIM to:	Nelson Mandela Gateway V & Waterfront Cape Town, South Africa
email:	SiphuxoloM@robben-island.org.za

and marked for the attention of Siphuxolo Mazwi.

or at such other address, not being a post office box or *poste restante*, of which the Party concerned must notify the other in writing in order to vary its physical *Domicillium* to any other physical address in South Africa and to vary its email *Domicillium* to any other email address.

25.1.2 Any notice given in terms of this Agreement shall be in writing and shall:

25.1.2.1 if delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the addressee's physical *Domicilium*, be deemed to have been duly received by the addressee on the date of delivery;

25.1.2.2 if delivered by recognised courier service, be deemed to have been received by the addressee on the second Business Day following the date of such delivery by the courier service concerned; and

25.1.2.3 if sent by email to the addressee's email *Domicilium*, be deemed to have been received by the addressee -

25.1.2.3.1 on the date the email was transmitted, if the email was transmitted by no later than 17:00 on a Business Day;

25.1.2.3.2 the next day which is a Business Day, if the email was transmitted after 17:00 on a Business Day or on a day which is not a Business Day.

25.1.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other shall be adequate written notice or communication to such Party.

25.1.4 Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

26 CESSION

Save as expressly provided in this Agreement, neither Party shall be entitled to cede, delegate, encumber, assign or otherwise transfer any of its rights and/or obligations in terms of, and/or interest in, this Agreement to any third party without the prior written signed consent of the other Party.

27 SUCCESSOR-IN-TITLE

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by this Agreement.

28 ELECTRONIC SIGNATURE AND COUNTERSIGNATURE

28.1 Unless otherwise required by law, any document or other writing which is required to be signed in terms of this Agreement may be signed by way of an ordinary electronic signature as contemplated in the ECTA.

28.2 The signature by either Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as the other Party.

28.3 Any amendment to this Agreement must be in writing and signed by both Parties provided that nothing in a text / SMS message, Whatsapp or email will constitute such a "signature" or "in writing" in terms of ECTA.

29 GOVERNING LAW

29.1 This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of South Africa which is applicable to agreements executed and wholly performed within South Africa.

29.2 This clause 26 is severable from the other provisions of this Agreement and shall remain in full force and effect notwithstanding any termination, cancellation, invalidity, unenforceability or unlawfulness of this Agreement, or any part thereof.

30 COSTS

Save as expressly otherwise provided in this Agreement, each Party shall bear and pay its own costs in relation to the negotiation, drafting, finalisation, signing and implementation of this Agreement.

31 REPRESENTATIVES

31.1 CTT shall be represented by: Enver Duminy (Chief Executive Officer); and

31.2 RIM shall be represented by: Ms Abigail Thulare (Chief Executive Officer)

32 ACCEPTANCE

32.1 The Parties, acting through their respective representatives, who each warrant that they are duly authorised, have caused this Agreement to be signed in their respective names:

For RIM:		**For CTT:**	
Signature:		Signature:	
Name:	Ms. Abigail Thulare	Name:	Enver Duminy
Title:	CEO	Title:	CEO
Place:	Waterfront	Place:	Cape Town
Date:	24 April 2024	Date:	2 Feb '24
Witness:		Witness:	

ANNEXURE A

Partnership type

RIM: Platinum Partnership

SUMMARY OF PARTNER BENEFITS AND DELIVERABLES
Term: 1 December 2023 – 30 November 2024

2023/2024 Executive Partner Package Costing (12 months)

		PLATINUM TIER	
	UNITS	UNIT COST	COST
Annual Membership	1	R40 671,14	R40 671,14
Attendance at AGM, reserved seating, parking	1	R0,00	R0,00
BRANDING			
Strategic Placement of physical DL brochures/collateral/QR Codes at CTInternational	1	R3 534,00	R3 534,00
Strategic Placement of physical DL brochures/collateral/QR Codes at Kirstenbosch	1	R1 626,00	R1 626,00
Physical DL brochures/collateral/QR Code display in Thando vehicles	1	R4 878,00	R4 878,00
Strategic Placement of digital brochures at City Hall i-Point Screens	12	R1 626,00	R19 512,00
20 sec Advertisement on Mobile vehicle #Thando TV Screens (p.a.)	12	R2 710,00	R32 520,00

20 sec Advertisement on #City Hall TV Screens (p.a.)	12	R2 710,00	R32 520,00
20 sec Advertisement on #CTInternational TV Screens (p.a.) (if no conflict with ACSA tenants)	12	R16 260,00	R195 120,00
30 sec Rotational Advertisement for 1 month on Digital Boards (p.m)	2	R48 780,00	R97 560,00
ACTIVATIONS/PROMOTIONS			
Thando promotion / activation highlighting partners product through give-aways, branding and screen)	2	R9 214,00	R18 428,00
Training with CTT Ambassadors, frontline team and Thando team	1	R3 252,00	R3 252,00
TRADE & INDUSTRY			
Collateral dissemination to Trade via hostings where possible and inclusion in digital Trade ctory	1	R3 227,00	R3 227,00
Collateral dissemination at Industry Function via inclusion of logo in industry virtual invitations or DL brochures at in-person events	4	R3 227,00	R12 908,00
DIGITAL			
Strategic Placement as a Partner on the website	4	R5 962,00	R23 848,00
Facebook posts	6	R8 672,00	R52 032,00
Twitter posts	8	R3 252,00	R26 016,00
Instagram post	3	R8 672,00	R26 016,00
Competition	1	R6 504,00	R6 504,00

Boosted Social media posts	5	R542,00	R2 710,00
Sponsored Article	3	R12 180,00	R36 540,00
Sponsored inclusion in website article	6	R4 141,00	R24 846,00

DIGITAL CONTINUED

Industry Newsletter Banner	1	R4 878,00	R4 878,00
Industry Newsletter Logo Inclusion	4	R4 336,00	R17 344,00
Visitor Newsletter Inclusion	2	R29 810,00	R59 620,00
Banner promotion on CTT Website (100k)	2	R36 540,00	R73 080,00
Event Promotion - Partner supporting CTT main event, providing speaker, content with partner being headline sponsor (virtual or in-person), CTT supporting partners event.	1	R50 000,00	R50 000,00
Full Page advertisement in the VG 2024 including Loading fee	1	R44 290,00	R44 290,00

RESEARCH

Research Reporting – research insights, monthly key source market update and accommodation reporting	1	R37 940,00	R37 940,00
Key Management	1	R6 500,00	R6 500,00
Value of Partnership *2023-2024*			R957 920,14
Price of Partnership (excl. VAT)			R385 000,00

VAT @15%	R 57 750.00
TOTAL (Incl. VAT)	**R442 750.00**
Savings (ex. VAT)	R572 920,14
% savings	59,81%

ANNEXURE B

Payment schedule

Payment of fee

1.	Annual Fee (total amount due):	R385 000.00 (excl VAT)
2.	Period of payment of Fees:	50% of the total Fee is payable within 30 calendar days from the Signature Date. The balance of 50% is payable within 90 days of the Signature Date.
3.	Method of payment of Fee:	Electronic Funds Transfer into the bank account notified by CTT to RIM in writing.

ADDENDUM TO THE PARTNERSHIP AGREEMENT

1. Parties

1.1 The parties to this addendum to the Agreement (this "**Addendum**") are:

1.1.1 Cape Town Tourism ("**CTT**"); and

1.1.2 Robben Island Museum ("**Partner**").

1.2 The parties agree as set out below.

2. Introduction

2.1 The parties entered into a written partnership agreement on 1 May 2024 (the "**Agreement**").

2.2 The parties wish to renew the Agreement for the period commencing 1 May 2026 and ending 30 April 2027 (the "**Renewal Period**"). The parties wish to make certain amendments applicable to the Renewal Period, as set out in this Addendum.

3. Amendments

3.1 The Agreement is hereby amended by:

3.1.1 the deletion of Annexe A to the Agreement and the substitution thereof with Annexe A to this Addendum; and

3.1.2 the deletion of Annexe B to the Agreement and the substitution thereof with Annexe B to this Addendum.

3.2 Save as amended in terms of this Addendum, the provisions of the Agreement remain unchanged and apply fully to this Addendum.

3.3 In the event of a conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall take precedent and be duly implemented by the parties.

4. **General**

4.1 No variation of this Addendum shall affect the terms hereof unless such variation shall be reduced to writing and signed by each of the parties.

4.2 This Addendum contains the entire agreement between the parties relating to the matters recorded herein and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this Addendum.

4.3 This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

Signed at Cape Town on 25 May 2026.

Witnesses

1. ....

2. ....

....

duly authorised for and on behalf of

CAPE TOWN TOURISM

Signed at Waterfront on 25 May 2026.

Witnesses

1. ....

2. ....

....

duly authorised for and on behalf

ROBBEN ISLAND MUSEUM

Annexe A

Robben Island Museum : Platinum Plus Partner

SUMMARY OF PARTNER BENEFITS AND DELIVERABLES
Term: 1 May 2026 - 30 April 2027

PLATINUM PLUS PACKAGE 2026

	UNITS	Discounted rate
MEMBERSHIP		
Annual Membership	1	R24 011,72
Attendance at AGM, reserved seating, parking		
BRANDING		
Placement of Partners physical DL QR code brochures/collateral at CT International Information desk. Partner may not have any conflict with tenants of ACSA.	1	R1 949,55
Physical DL QR Code brochures/collateral display in Thando vehicles x 2	2	R5 407,25
Strategic Placement of digital information on Touch screens at City Hall	12	R10 773,84
20 sec Advertisement on Mobile vehicle #Thando TV Screens (p.a.)	12	R18 022,22
20 sec Advertisement on #City Hall TV Screens (p.a.)	12	R18 022,22
20 sec Advertisement on #CTInternational TV Screen located behind CTT Info desk (p.a.) (if no conflict with ACSA tenants)	12	R108 115,92

20 sec Product video on CTT Travelwise TV screens in International Arrivals hall and Domestic Departure Hall Limited to 2 x Product Promotions, maximum of 3 months per promo, per annum (if no conflict with ACSA tenants)	2	R22 573,76

TRADE & INDUSTRY

Collatoral dissemination to Trade via hostings where possible and inclusion in digital Trade directory (updated quarterly)	1	R5 106,20
Partner branding acknowledgement at Industry Function via inclusion of logo in industry invitations	4	R7 207,73

DIGITAL

Partner branding strategically displayed on homepage on www.capetown.travel which is clickable directly to Partners product listing on CTT's site.	1	R5 130,40
<u>PARTNER CAMPAIGN PACKAGE 1</u> including: 1 x LCT FB post 1 x X post 1 x Insta post 1 x Sponsored Article on website	2	R32 834,56
<u>PARTNER CAMPAIGN PACKAGE FOR YOUTH DEVELOPMENT</u> including: 1 x Event at RIM with cocktail catering 1 x LCT FB post 1 x X post on LCT 1 x X post on CTT 1 x Insta post 1 x Sponsored Article on website	1	R75 020,00
Industry Newsletter Banner Inclusion	1	R7 695,60

Industry Newsletter Logo Inclusion	4	R5 130,40
Visitor Newsletter Content Inclusion	2	R30 782,40
Banner promotion on CTT Website (100k) in Vertical format in articles.	2	R12 312,96
Banner promotion on CTT Website (100k) in Horizontal format	2	R12 312,96
Full Page advertisement in the VG 2026 including Loading fee	1	R23 226,92

RESEARCH

Research Reporting – bi-weekly research insights, monthly key source market update and accommodation reporting	1	R21 022,54
Unique research question included in CTT Research Activity on Brand Awareness subject matter	1	R5 130,40

ADDITIONAL

SPONSORSHIP:-

Exclusive AGM Welcome Area Sponsor – R80,000 (Excl. VAT) · Prominent branding throughout the welcome and arrival area · Opportunity to host a branded activation at arrival · Acknowledgement in the event programme and opening remarks · Branding across AGM communications	1	R80 000,00

- Amplification of up to three sponsor posts on Cape Town Tourism platforms

STAFF TRAINING & DEVELOPMENT:-

1 Day, Staff Workshops x 4 days	1	R65 600,00
Catering for Staff Training x 4 days <u>To cater for a maximum of 50 pax per day:-</u> Tea, Coffee Biscuits or muffins Meal Packs comprising : A balanced packaged Meal, : Water, Liqui Fruit, Juice Can, Simba, Chips, whole Fruit, : Cutlery & Serviettes Delivery Surcharge Crockery Hire Tea Cups, Sauces, Tea Spoons	1	R38 800,00
Administration fee on additional outsourced services	1	R15 660,00
Key Management	1	R3 334,76
Annual contract value		**R1 234 433,45**
Discount		R579 249,10
Partnership fee (ex. VAT)		**R655 184,35**

Annexe B

Payment schedule

Payment of fee

1. Fee (total amount due): R655 184.35 (ex. VAT)
2. Payment terms: 100% of the total Fee is payable within 30 calendar days from the date on which this contract is signed by the last Party signing this contract.
3. Method of payment of Fee: Electronic Funds Transfer

ADDENDUM TO THE PARTNERSHIP AGREEMENT

1. Parties

1.1 The parties to this addendum to the Agreement (this "**Addendum**") are:

1.1.1 Cape Town Tourism ("**CTT**"); and

1.1.2 Robben Island Museum ("**Partner**").

1.2 The parties agree as set out below.

2. Introduction

2.1 The parties entered into a written partnership agreement on 1 May 2024 (the "**Agreement**").

2.2 The parties wish to renew the Agreement for the period commencing 1 May 2026 and ending 30 April 2027 (the "**Renewal Period**"). The parties wish to make certain amendments applicable to the Renewal Period, as set out in this Addendum.

3. Amendments

3.1 The Agreement is hereby amended by:

3.1.1 the deletion of Annexe A to the Agreement and the substitution thereof with Annexe A to this Addendum; and

3.1.2 the deletion of Annexe B to the Agreement and the substitution thereof with Annexe B to this Addendum.

3.2 Save as amended in terms of this Addendum, the provisions of the Agreement remain unchanged and apply fully to this Addendum.

3.3 In the event of a conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall take precedent and be duly implemented by the parties.

CENTRAL SUPPLIER **DATABASE** FOR GOVERNMENT

Report Date:
02 Jul 2026 09:07:30 AM
Report Ran By:
lungisanil@robben-island.org.za

CSD REGISTRATION SUMMARY REPORT

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). It is the responsibility of an organ of state supply chain practitioner to obtain supporting documentation to verify the identity and legitimacy of this supplier.

SUPPLIER IDENTIFICATION

Supplier number	MAAA1635921	Government breakdown	Non Profit Organisation (Department of Social Dev)
Is supplier active?	Yes	Country of origin	South Africa
Supplier type	Non Profit Organisation (Department of Social Dev)	Non Profit Organisation Number	214-244 NPO
Supplier sub-type	Non Profit Organisation (Department of Social Dev)	Have Bank Account	Yes
Legal name	Cape Town Visitor Service Association	Restricted Supplier	No
Trading name	Cape Town Tourism	Restricted Director	No
Identification type	Non Profit Organisation Number	Government Employee	No

PREFERRED CONTACT

Contact type	Bid Office	Prefer communication via email	Yes
Name(s)	Cape Town Tourism Cape Town Tourism	Email address	celestine@capetown.travel
Identification type	South African Identification Number	Cellphone number	071 483 8797

PREFERRED ADDRESS

Address type	Physical	Municipality	City of Cape Town
Address line 1	33 Martin Hammerschlag	City	Cape Town
Address line 2	Foreshore	Postal code	8001
Suburb	Foreshore	Country	South Africa
Province	Western Cape		

The "Bank Verification Status" field indicates that the bank account details submitted by the supplier exist at the bank and that the bank account details are valid. However, as this supplier does not have an identifying number (like a South African ID number, or Company Registration number, or NPO number or Trust number) linked to their bank account details at their respective bank, the CSD system cannot electronically verify that the bank account belongs to the specific supplier. The supply chain practitioner is therefore responsible to obtain supporting documentation to verify that this bank account belongs to this supplier.

PREFERRED ACCOUNT

Account type	Current Accounts	Account holder	CAPE TOWN TOURISM
Bank	ABSA BANK LIMITED	Bank Verification Status	Verification Succeeded
Branch number	632005	Is this a preferred account?	Yes

CENTRAL SUPPLIER **DATABASE** FOR GOVERNMENT

Report Date:
02 Jul 2026 09:07:30 AM
Report Ran By:
lungisanil@robben-island.org.za

CSD REGISTRATION SUMMARY REPORT

Branch name	ABSA ELECTRONIC SETTLEMENT CNT	Edit date	27 Jan 2026 11:02:11:207
Account number	4060151281	Is the identifier linked at the bank	No

[illegible]

TAX

Overall Tax Status	Tax Compliant	Are you Registered with SARS?	Yes
IncomeTaxNumber	9281879172	Is this supplier a VAT vendor?	Yes
VAT number	4950213647	Tax compliance status pin provided	Yes
PAYE number	7870752674	Last validation date	02 Jul 2026 09:08:00:000

SUPPLIER DIRECTOR/MEMBERS

Is there any director whom is restricted?	No	Is there any director who is a government employee?	No

SUPPLIER COMMODITIES

Commodity family	Marketing and distribution;		

B-BBEE INFORMATION

Certificate Type	B-BBEE Certificate	Certificate Issue Date	02 Dec 2025 00:00:00:000
Status	Active	Certificate Expiry Date	01 Dec 2026 00:00:00:000
		Verification Status	Manual verification required

DEMOGRAPHIC INFORMATION

Gender demographics available?	Yes	Youth demographics available?	No
Military veteran demographics available?	No	Disabilities demographics available?	No

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.

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