

A R T S C A P E



an agency of the
Department of Arts and Culture

ART 04/2017

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

TOTAL TENDER PRICE Incl. 14% VAT

R.....

**Tender Box Stage Door
Closing Date: 08 February 2018
Closing Time: 13:00 PM**

A R T S C A P E



an agency of the
Department of Arts and Culture

Supply and delivery of Lighting Equipment

ART 04/2017

GENERAL TENDER INFORMATION

TENDER CLOSING DATE : 08 February 2018 at 13:00

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

ARTSCAPE



ART 04/2017

CONTENTS

SUPPLY CHAIN MANAGEMENT PACK

PART 1: PREFACE INFORMATION

	<u>Page</u>
Bid Invitation (Standard Bid Document : SBD 1)	4
Introduction	6
General	7
Bid Notice	8
Check List	

PART 2: TECHNICAL SPECIFICATION PART

Terms of Reference (TOR)/ Specification	10
Evaluation Criteria	14

6

PART 3: STANDARD BID DOCUMENTS

(Forms to be completed by the bidder)

• SBD3.1	16
• SBD4	17
• SBD8	21
• SBD9	23

(To be initialed on each page) General Conditions of Contract	26
--	----

SBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ARTSCAPE

BID NUMBER: ART 04/2017 CLOSING DATE: 08 February 2018 CLOSING TIME: 13:00 PM

DESCRIPTION: SUPPLY AND DELIVERY OF LIGHTING EQUIPMENT

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

BID DOCUMENTS MAY BE HAND DELIVERED TO:

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

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER
NUMBER.....

CODE.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER
NUMBER.....

CODE.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM
(SANAS); OR.....•

A REGISTERED AUDITOR•
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS
SIGNED.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE IN WORDS:

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

PART 1: PREFACE INFORMATION

1. INTRODUCTION

Artscape invites tenders for the Provision of Supply and delivery of Lighting Equipment

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

The Artscape Theatre Centre intends to use these lighting fixtures in various performing venues. The use of lighting equipment is intended for production activities and events of a wide-ranging scope and nature. All systems and installations should be based on equipment of very high quality and industry standard so as to achieve superlative picture quality for super high performance large screen projection in artificial or ambient light.

2. GENERAL

2.1 Tender Format

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

2.2 Validity Period

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

2.3 Contractual Implications

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

2.4 Conditions of Payment

Artscape will approve all project plans and projected project activity costs. No equipment will be delivered to Artscape before an official order has been issued to the supplier and delivery will be within the specified time scale after the receipt of the official order.

2.5 Awarding of Contract

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

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

Bid Notice

3. Bid Number: ART 04/2017

Bid Description: Supply and delivery of Lighting Equipment

Name of Institution: Artscape Theatre Centre

Place where goods, to be delivered: Artscape Theatre Centre, DF Malan Street, Foreshore, CapeTown

Closing Date / Time: 08 February 13:00

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9835 /9800

Email: natasjap@artscape.co.za

Any enquiries regarding technical information may be directed to

Mr Faheem Bardien

Tel number: 021 410 9929 /9800

Email: faheemb@artscape.co.za

Where bids must be delivered:

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

The envelopes must be addressed to:

The Supply Chain Management Artscape and clearly marked "Artscape – Supply and delivery of Lighting Equipment Tender No. ART 04/2017" with the Bidder's name below. Tenderers are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Where bid documents can be obtained:

Website: www.etenders.gov.za

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

This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge. Alternatively, this Tender Document may be purchased at R250 (non-refundable) [inclusive of VAT] per set for those Tenderers that require a copy from Artscape rather than downloading from the website.

Special Conditions:

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

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

4. CHECK LIST

ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & Submitted
1	SBD1	Invitation to tender	To be completed in full	
2		Tax clearance requirements	Submission of a valid original tax clearance certificate	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD4	Declaration of Interest	To be completed in full	
5	SBD6.1	Preference point claim form	To be completed in full	
6	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
7	SBD9	Certificate of Independent Bid Determination	To be completed in full	
8	TOR	Terms of reference/Specifications	To be read and applied	
9		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number starting with MAAA_____	
10	GCC	General conditions of Contract	Initial each page	

11		B-BBEE status level verification certificate	Submit a valid original B-BBEE certificate or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below : Note 1	
		Company Profile	To be submitted with Bid invitation	
12		Proposal and Price NB. Technical Threshold – 75%	To be compiled and submitted in line with requirements of the Terms of Reference	
13		Standard Bid Documents (SBDs)	1 Original	

Additional Notes:

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

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

.....

NAME:

TITLE:

DATE:

TERMS OF REFERENCE

ARTSCAPE



an agency of the
Department of Arts and Culture

SUPPLY AND DELIVERY OF LIGHTING EQUIPMENT

1. Supply of 36 x LED Moving Head Spot

- 1.1. All units must be fitted with a 475Watt white LED source with a colour temperature of 6500K and total output of 12700 lumens as well as CMY colour mixing independently variable 0-100%.
- 1.2. In addition there shall be a fixed colour wheel with no less than six colours plus white.
- 1.3. Image control must include at least six rotating and ten static gobos including open, as well as both a 3-facet prism and an animation effects system option on the white LED source.
- 1.4. The units must have moving Pan of 540Degrees and Tilt of 268Degrees.
- 1.5. The beam must have a motorised zoom and iris diaphragm and the beam spread at tenth peak angle shall vary between twelve and thirty-six degrees with automated zoom tracking motion.
- 1.6. There shall also be an electronic shutter effect with variable speed, regular and random strobe.
- 1.7. The unit must have a maximum total power output of 750Watts with an auto-ranging electronic switch mode power supply. Units must have LED menu screens, both PowerCon in and XLR5 in and out connections for power and DMX and shall also be RDM ready.
- 1.8. The units will have a total weight of 23.2Kg where the finish will be high-impact; flame-retardant thermoplastic, matte black.
- 1.9. Units shall be supplied with a flight case, where the flight case will house a minimum of two units each. The units shall also be supplied with two hanging brackets and two 50mm half coupler rigging clamps, a steel wire safety chain (Standard size ranges 40cm to 50 cm) coated with epoxy heat resistant coating, a two meter PowerCon cable with a 15Amp plug and a five meter DMX cable with a five (5) pin female and five (5) pin male XLR connector on each end to the cable, for each unit.
- 1.10 UL or CE rating is essential.

2. Supply of 24 x LED Moving Head Wash

- 2.1. All units shall be fitted with 50 x 15W RGBW LED source and a total output of 16000 lumens with RGBW colour mixing and variable colour temperature control from 2000K to 10000K.
- 2.2. The units shall have moving Pan of 540Degrees and Tilt of 270Degrees and four dimming curve options.
- 2.3. In addition there shall be independent control of three colour ring/beam zones consisting of thirty six split ring colours with variable-speed colour wheel rotation effects.
- 2.4. The units shall have a colour wheel effect with thirty six LEE-referenced colours plus, variable-speed colour wheel rotation effect and random colour effects.
- 2.5. The units shall have an additional set of RGBW LED's dedicated to independently colouring the lens.
- 2.6. There shall be an electronic shutter effect with variable speed, regular speed and random strobe.
- 2.7. The beam shall have a motorised zoom where the beam spread at tenth peak angle shall vary between eleven and fifty-three (55) degrees. The units shall have a rotating front lens for beam twister effects with light and colour morphing and colour spin.

- 2.8. The maximum total power output shall be 1020Watts per unit with an auto-ranging electronic switch mode power supply.
- 2.9. Units shall have LED menu screens, both PowerCon in and XLR5 in and out connections for power and DMX and shall also be RDM ready.
- 2.10. The units will have a total weight of 21Kg where the finish will be high-impact; flame-retardant thermoplastic, matt black.
- 2.11. Due to limited storage facilities and to ease the moving between venues Lighting Units shall be supplied with a minimum with a double unit isolated flight case with casters
- 2.12. The units shall also be supplied with two hanging brackets (Crosby clamps) and two 50mm half coupler rigging clamps, a steel wire safety chain, a two meter PowerCon cable with a 15Amp plug and a five meter DMX cable with a five pin female and five pin male XLR connector on each end to the cable, for each unit.
- 2.13. UL or CE rating is essential.

3. Supply of 4 x RDM DMX Splitter

- 3.1. All units shall have a 5-pin DMX XLR male Data input and a 5-pin DMX XLR female throughput with 5 x 5-pin DMX XLR female outputs.
- 3.2. Each output must be Opto-isolated with a total power consumption of 4Watts from an auto-ranging electronic switch-mode power supply.
- 3.3. The data signals shall have RDM: ANSI E1.20 and the AC power inputs must be Neutrik PowerCon with a Neutrik PowerCon throughput.
- 3.4. Units will have aluminum house with electrostatic powder-coating and a total weight of 0.9Kg.
- 3.5. Each units must be supplied with 4 x screws to join two devices for rack mounting, 2 x L-brackets + 8 Screws for 19-inch rack mounting two splitters (1U) or surface mounting and a two meter PowerCon cable with a 15Amp plug.

4. Supply of 88 x Colour mixing or white-light light emitting diode (LED) Profile Fixture

- 4.1. The fixture shall be a colour-mixing high-intensity LED illuminator with DMX control of intensity and colour.
- 4.2. All LED fixtures shall be provided by a single manufacturer to ensure compatibility.
- 4.3. The fixture shall be UL 1573 listed for stage and studio use.
- 4.4. The fixture shall comply with the USITT DMX512-A standard.
- 4.5. The unit shall be constructed of rugged, die cast aluminum, free of burrs and pits, finished in black.

5. The following shall be provided:

- 5.1. 48 x 36 Degree Interchangeable lens tubes for different field angles with Teflon guides for smooth tube movement
- 5.2. 40 x CYC (Cyclorama) asymmetric adapter for cyclorama lighting purposes Black Lens Attachments
- 5.3. Lens secured with silicone shock mounts.
- 5.4. Shutter assembly shall allow for +/-25° rotation.
- 5.5. 0.8mm/20 gauge stainless steel shutters
- 5.6. Sturdy integral die cast gel frame holders with two accessory slots, and a top-mounted, quick release gel frame retainer.
- 5.7. Rugged steel yoke with two mounting positions allowing 300°+ rotation of the fixture within the yoke.
- 5.8. Positive locking, hand operated yoke clutch.
- 5.9. Slot with sliding cover for motorized gobo pattern devices or optional drop-in iris.
- 5.10. The housing shall have a rugged black powder coat finish.
- 5.11. Power supply, cooling and electronics shall be integral to each unit.
- 5.12. The unit shall be supplied with a 50mm half coupler rigging clamp and a Theatrical-style hanging yoke as standard as well as a steel wire safety chain and two meter PowerCon Cable with 15Amp plug as standard and a five meter DMX cable with a five pin female and five pin male XLR connector on each end to the cable, for each unit.

- 5.13. Holographic gate diffuser with media holder.
- 5.14. The unit shall provide, but not be limited to 5°, 10°, 14°, 19°, 26°, 36°, 50°, 70° and 90° fixed field lens tubes, 15°-30° and 25-50° zoom lens tubes, and Fresnel adapter with optional barn doors. High-quality gobo pattern imaging and sharp shutter cuts without halation. Shutter warping and burnout in normal use shall be unacceptable. Adjustable, hard and soft beam edges.
- 5.15. 19°, 26°, 36°, and 50° degree units shall have optional high definition lens tubes available for precision, high-contrast imaging.
- 5.16. The fixture shall be CE compliant, and shall be so labeled when delivered to the job site.
- 5.17. The fixture shall the UL1573 standard for stage and studio use.
- 5.18. The fixture shall be rated for IP20 dry location use.
- 5.19. The fixture shall be equipped with a quiet running cooling fan with fan speed control via a DMX channel shall be possible. Fan speed software shall permit the fixture to override DMX fan speed setting to prevent heat damage to the fixture
- 5.20. The fixture shall utilize advanced thermal management systems to maintain LED life to an average of 70% intensity after 54,000 hours of use. Thermal management shall include multiple temperature sensors within the housing to include:
 - LED array circuit board temperatures
 - Temperature sensors placed on each individual LED colour circuit
 - Fixture ambient temperature
 - CPU operating temperature
- 5.21. Fixture user interface shall permit monitoring of temperature sensors via LCD multi-line backlit display
- 5.22. Fixtures that do not provide active thermal monitoring of LED circuits and other temperature readings shall not be acceptable
- 5.23. The fixture must operate in an ambient temperature range of 0°C minimum, to 40° C maximum temperature.
- 5.21.1. The fixture must be equipped with a 100V to 240V 50/60Hz autosensing internal power supply. The fixture shall support power in and thru operation. Power in shall be via Neutrik PowerCon input connector. Power thru shall be via Neutrik PowerCon output connector. Fixture power wiring and accessory power cables shall be rated to support linking of multiple fixtures up to the capacity of a 15A breaker.
- 5.22. The fixture shall require power from a non-dim source. Power supply outputs shall have self-resetting current-limiting protection where the power supply shall have power factor correction.
- 5.23. The fixture shall contain a minimum of four different LED colours to provide colour characteristics. All LEDs used in the fixture shall be high brightness and proven quality from established and reputable LED manufacturers. Fixture shall utilize Luxeon® Rebel™ and/or Osram OSRON Square LED emitters. Manufacturer of LED emitters shall utilize an advanced production LED binning process to maintain colour consistency. LED emitters should be rated for nominal 54,000-hour LED life to 70% intensity. All LED fixtures (100% of each lot) shall undergo a minimum three-hour burn-in test during manufacturing. LED system shall comply with all relevant patents. Fixtures shall have adjustable PWM frequency up to 25,000 Hz to avoid flicker on camera.
- 5.24. Fixture shall be calibrated at factory to achieve consistent colour and intensity output between fixtures built at different times and/or from different LED lots or bins. Calibration data shall be stored on the LED array as a permanent part of on-board operating system. All arrays, including replacement arrays shall be calibrated to the same standard to insure consistency. Fixtures not offering LED calibration shall not be acceptable.
- 5.25. The fixture shall utilize a minimum of 60 LED emitters. The fixture shall be available in specialized LED arrays, Red, Amber, Green, Cyan, Blue, Indigo and Lime LEDs in an array designed for broad spectrum colour, light tints, and variable whites.
- 5.26. The LED system shall use 15-bit nonlinear scaling techniques for high-resolution dimming. At least four different dimming curve options shall be accessible at the fixture's User Interface, Incandescent, Standard, Linear, and Quick.
- 5.27. Dimming curves shall be optimized for smooth dimming over longer timed fades. The LED system shall be digitally driven using high-speed pulse width modulation (PWM) technology
- 5.28. The fixture shall be USITT DMX 512-A compatible via "IN" and "Thru" 5-pin XLR connectors.
- 5.29. The fixture shall be compatible with the ANSI RDM E1.20 standard. All fixture functions shall accessible via RDM protocol for modification from suitably equipped control console. Temperature

sensors within the luminaire shall be viewable in real time via RDM. Fixtures not offering RDM compatibility, feature set access or temperature monitoring via RDM shall not be compatible.

- 5.30. The fixture shall be equipped with multi-line LCD display for easy-to-read status reports and configuration changes. The fixture shall be equipped with a six-button user-interface
- 5.31. The fixture shall offer multiple DMX input profile options to include, RGB - control of all individual LED colours via a three-channel profile, Red, Green, Blue, HSI – control of all individual LED colours via a three-channel profile, Hue, Saturation, Intensity, HSIC – control of all LED colours via a four-channel profile, Hue, Saturation, Intensity and Colour Point, Color point provides variable color temperature settings, Direct – control of each individual color channel via an independent channel,
- 5.32. Fixtures in a stand-alone state shall restore to the settings present prior to power cycling, eliminating the need for reprogramming. Fixtures without stand-alone operation features described above shall not be acceptable.
- 5.33. The fixture shall be capable of copying all performance settings to other fixtures of the same type via a five (5) pin XLR DMX cable.

6. GENERAL REQUIREMENTS

- 6.1 Two (2) year warranty on lighting fixtures and all internal hardware.
 - 6.2 Original parts must be supplied and under no circumstance will generic parts be accepted
 - 6.3 Original parts must be available for a minimum of 5 years from the date of purchase.
 - 6.4 Training to be provided to Artscape lighting technicians on full operating function and care of units.
- 6.41 This must include but not limited to the following:
- a) Rigging
 - b) Networking
 - c) Health and Safety
 - d) General Maintenance
 - e) All Operational manuals to be in English

EVALUATION OF BIDDERS RESPONSE

EVALUATION CRITERIA

Other than the criteria set below, the bidder must demonstrate that he complies fully with the technical requirements as per the specification.

EVALUATION OF BIDDERS RESPONSE

Supply and Delivery of Lighting Equipment ART 04/2017 EVALUATION CRITERIA

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

1. Gate 0 – Submission of Standard Bid Documents (SBDs);
2. Gate I -- Compliance to the conditions of bid
3. Gate II – Evaluation Criteria- meeting the minimum threshold of the evaluation criteria (functionality),
4. Gate III – Price and preference points system as specified in the Preferential Procurement Policy Framework Act No. 5 of 2000,

PHASE TWO - EVALUATION CRITERIA**1. Pre-qualification Gate I:**

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

- I. Two (2) year warranty on lighting fixtures and all internal hardware.
- II. Original parts must be available for a minimum of 5 years from the date of purchase.
- III. All Operational manuals to be in English
- IV. Latest 3 years Audited Financial statements to be provided.
- V. Proof of registration on National Treasury's Central Supplier Database (CSD) which reflects that the bidder is an active supplier, is tax compliant and is not a restricted supplier

2. Functionality evaluation Gate II:

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

	Evaluation Criteria	WEIGHTING	Maximum Score
1	Company Previous Experience Proven experience of the company in the field of the similar assignments or services	Provide clients' reference letters (On a client's letterhead) for rendering similar assignments or services during the last 3 years. 1 – 2 assignments (reference letters) = 10 Points 3 – 5 assignments (reference letters) = 15 Points 6 or more assignments (reference letters) = 25 Points Clients' reference letters Not provided = 0 Points Kindly attached copies of previous successfully completed contracts or purchase orders.	25
2	Number of years in the industry?	Number of years in the industry? 0-3 = 5 Points 4-7 = 10 Points More than 7 years = 15 Points	15

3	Technical support services	<p>3.1 Trained technical support staff (Written proof of training eg. Certification/Accreditation per technician)</p> <ul style="list-style-type: none"> * 0-2 = 5 points * 3-5 = 7 points * 6 or more = 10 points * No Proof of Accreditation of support staff = 0 points <p>3.2 Availability of technical support services (Written proof required)</p> <ul style="list-style-type: none"> * No technical support services = 0 points * After hours technical support services = 20 points 	30
4	Loan units (for all units supplied)	<p>4.2 Availability of loan units (Written guarentee)</p> <ul style="list-style-type: none"> * Within 12hrs = 15 points * Within 24hrs = 10 points * More than 24 hrs.= 0 points 	15
	TOTAL		85

Bidders who score less than 75% of the total points for functionality will be disqualified, and will not be evaluated further. The bids that would have **achieved 75% or more from the Functionality Evaluation** will be further evaluated on gate III.

Price and Preference Points Gate III

All remaining compliant proposals/quotations will be evaluated according to **80/10 preference point system**, as prescribed in the Preferential Procurement Regulations of 2017, where 80 points will be scored for price and the remainder 20 points for the suppliers' broad-based black economic empowerment status level (attach B-BBEE certificate).

Preference Point System	Points Allocation
Price	80
B-BBEE status level of contribution	20
Total Points	100

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

PART 3: STANDARD BID DOCUMENTS

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid Number: ART 04/2017
Closing Time 13:00	Closing date 08 February 2018

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

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

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

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

***Delete if not applicable**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2. Identity
Number:.....

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

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

Tax Reference Number:

VAT Registration Number:

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

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

1. If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

8.1. If so, furnish particulars:

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

9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

9.1 If so, furnish particulars.

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

9.2 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

SBD 8**2. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

- 7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted practices

General Conditions of Contract**1. Definitions**

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

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in tender documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

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

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

3. General

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

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such

rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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.

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 Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion

extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the

supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of Liability

28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled

in a South African court of law.

- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restricted practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.