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INVITATION TO BID

You are hereby invited to bid for requirements of the Western Cape Provincial Parliament

BID NUMBER: _____ WCPPT 05/2025

CLOSING DATE: _____ 10 April 2026

CLOSING TIME: _____ 11:00

VALIDITY PERIOD: _____ 90 DAYS (from closing date)

DESCRIPTION: _____ Travel Management Agent

The successful bidder will be required to sign a written service level agreement.

Kindly note that bids may either be posted (provided that such posted bid documents reach SC&AM before the deadline) or deposited in the bid box as follows:

Postal Address

Manager: SC&AM
Western Cape Provincial Parliament
PO Box 648
CAPE TOWN
8000

OR

in the bid box situated outside the Visitors' Centre, Ground Floor, 7 Wale Street, Provincial Legislature Building, CAPE TOWN

Bid documents that are too bulky to be placed in the bid box may be delivered at SC&AM Section, 5th Floor, Provincial Legislature Building, 7 Wale Street, Cape Town.

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

BIDDERS MUST MAKE USE OF THE OFFICIAL ATTACHED BID DOCUMENTS/ FORMS AND NO DOCUMENT/ FORM SHALL BE RETYPED. Photocopies of the documents/forms may however be used. A bid submitted in any other manner might invalidate the bid.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

CHECKLIST - GENERAL BID

BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:

BID REQUIREMENT	REFERENCE
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.	
BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS <u>WILL NOT BE CONSIDERED</u>:	
Completed in full and signed WCPP 1 The Bid	WCPP 1
Valid, original SARS Tax Clearance Certificate in the name of the bidder, alternatively the bidders' SARS pin which will be verified for compliance. In the case of a Consortium, Joint Venture or Sub-Contracting arrangement all parties must submit a valid, original Tax Clearance Certificate, alternatively all the bidders' SARS pins.	WCPP 2
In the case of a Consortium or Joint Venture a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Venture or Consortium, must be <u>signed</u> by all parties.	
Completed in full WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3
A fully completed Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practices. In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form.	WCPP 4
NON-ADHERENCE TO THE FOLLOWING WILL <u>NOT</u> INVALIDATE A BID:	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP6.1 (a)
I confirm that all documents requested are attached / not attached	
Comments:	
Signature.....Print..... Date.....	
Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.	

WESTERN CAPE PROVINCIAL PARLIAMENT CHECKLIST – GENERAL BIDS

<p align="center">BID REQUIREMENT</p> <p>Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.</p>	<p align="center">REFERENCE</p>	<p align="center">COMPLETED / ATTACHED</p>
Completed and signed WCPP 1 The Bid	WCPP 1	
<p>Valid and original SARS Tax Clearance Certificate (and or pin) in the name of the bidders which will be verified for compliance.</p>	WCPP 2	
Completed WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3 and Annexure A	
Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practice.	WCPP 4	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP 6.1 (a)	
General Conditions of Contract	Annexure B	
<p>The following must be submitted:</p> <ul style="list-style-type: none"> • Detailed proposal and quotation illustrating the service provider’s capability to provide the stated requirements; • Please provide a quote for a 3 year period; • Detailed price schedule which will include VAT @ 15%; • Evidence of similar work conducted in the public sector; • Contactable references (at least 3); • CV of staff that will be allocated to the project; • Any other documentation relating to the evaluation of the bid; • electronic copy (flash drive) 		
<p>I confirm that all documents requested are attached / not attached</p> <p>Comments:</p> <p>.....</p> <p>.....</p> <p>Signature.....Print.....</p> <p>Date.....</p>		

Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.

FOR OFFICIAL USE:

.....
.....

Checked by

Verified by

Date:

Date:

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 CODENUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER

VAT REGISTRATION NUMBER

HAS A VALID, ORIGINAL TAX CLEARANCE CERTIFICATE (OR PIN) BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form (WCPP 1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions on this bid form (WCPP 1) are in conflict with any special condition stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

BID CONDITIONS AND INFORMATION TO SERVICE PROVIDER

1. DESCRIPTION OF ASSIGNMENT

The WCPP requires a travel management agent to render services for domestic and international travel.

2. NON-COMPULSORY INFORMATION SESSION

A non-compulsory information session will take place on 24 March 2026 at 09:00, on MS Teams:

Join on your computer, mobile app or room device -

Join: <https://teams.microsoft.com/meet/33666455397344?p=Z6AUfZpDTQ76LuhxIX>

Meeting ID: 336 664 553 973 44

Passcode: DC7Lt3Jm

3. DETAILS OF CONTACT PERSON

For further information, related to the technical specifications, please contact, Primary contact, Ms. Sunelle Fouché: sfouche@wcpp.gov.za .

Telephonic request for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference or any other aspects concerning the bid is to be requested in writing (letter, facsimile or email) from the above contact persons. The bid reference number should be mentioned in all correspondence.

4. FORMAT OF PROPOSAL

4.1 Bidders must complete and submit the following Bid documents:

- Bid – **WCPP1**;
- Valid, original Tax Clearance Certificates as per **WCPP 2**;
- Pricing schedule (Professional services) – **WCPP 3.3**;
- Declaration of interest – **WCPP 4**; and
- Preference points claim form in terms of the Preferential Procurement Regulations- **WCPP 6.1**.

5. VALIDITY

5.1 Proposals will be valid and open for acceptance for a period of 90 days from the closing date.

5.2 If the bid is withdrawn within this period, the prospective bidder renders himself liable for damage if a less advantageous bid has to be accepted.

5.3 In exceptional circumstances, the WCPP may solicit the bidder's consent to an extension of the period of the validity of the bid. The request and responses thereto shall be made in writing. A bidder that has been granted the request will neither be required nor permitted to modify the Proposal.

6. CLOSING DATE AND TIME

The deadline for the submission of the tender is 10 April 2026 at 11h00. **No late submissions will be accepted for consideration.**

Bidders are invited to be present at the opening, registering, and recording of the bids and is available for public inspection at the closing date and time of closure.

7. EVALUATION CRITERIA

7.1 Bidder(s) must comply with the following minimum bidding criteria:

- a) Completion of **WCPP 3.3** Pricing schedule and costing template (Annexure A);
- b) Completion in full **WCPP 4** Declaration of interest form. This form must be certified by a Commissioner of Oaths. In the case of Joint Ventures and Consortia the respective parties must submit in full the WCPP 4 Declaration of interest form;
- c) Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities. In such cases all the parties must provide valid, original tax clearance certificates **(and or pins in respect thereof)**; and
- d) In terms of regulation 8 of the Preferential Procurement Regulation (pending on threshold value) the 80/20 preference point system will be utilized (See Preference points claim form in terms of the Preferential Procurement Regulations 2022- **WCPP 6.1**).
- e) Preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals;

8. PRICE

All prices **must** be quoted in **ZAR** and be **VAT inclusive**.

PREVIOUS EXPERIENCE

(Bid Conditions: Paragraph 4)

1. Names and contact details of clients for which similar services were rendered

Name of company	Name of contact person	Contact telephone number

SIGNED: _____
(for the bidder)

DATE: _____

TERMS OF REFERENCE

A. TENDER DEFINITIONS

- a) "Contract" means the agreement that results from acceptance of a proposal.
- b) "Provincial Parliament" shall mean the Western Cape Provincial Parliament (WCPP).
- c) "Secretary" shall mean the Secretary to the Provincial Parliament.
- d) "Speaker" shall mean the Speaker of the Provincial Parliament.
- e) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- f) Where in this document, reference is made to "the prior written approval of the Provincial Parliament be obtained" or words having a similar meaning, reference to the Provincial Parliament shall include reference to the Speaker or Secretary as the case may be.

B. TENDER CONDITIONS

1. TENDER ADJUDICATION PRINCIPLES

The tenders will be evaluated by the Bid Evaluation Committee and adjudicated by the Bid Adjudication Committees of the Western Cape Provincial Parliament taking into account terms and conditions of the tender and those set out in the Preference Certificate (In line with the PPPFA Regulations of 2022).

2. NON- COMPULSORY INFORMATION SESSION

2.1 A non- compulsory information session as follows:

Date : 24 March 2026
Time : 09h00
Venue : MS TEAMS

Name of Contact Person: N Diedericks

Telephone No. : 084 5000596

2.2 The Western Cape Provincial Parliament will make use of this opportunity to discuss the general approach/benefits, which it wants to achieve through the contract for this service.

Prospective tenderers are therefore urged to ensure their attendance thereof. Furthermore, the Western Cape Provincial Parliament will not accept any liability/responsibility to provide any information discussed at this information session to a prospective tenderer who failed to attend the said meeting.

C. SERVICE

1. INTRODUCTION AND BACKGROUND

1. INTRODUCTION AND BACKGROUND

The Western Cape Provincial Parliament (WCPP) recognises that both international and domestic travel are integral to fulfilling its constitutional mandate, strengthening institutional capacity, and advancing strategic partnerships. Travel undertaken by Members and officials of the WCPP serves not only to facilitate effective parliamentary business within South Africa, but also to extend the institution's reach through global engagement, benchmarking, and diplomatic collaboration.

This specification provides a structured framework to ensure that all travel—whether abroad or within the Republic—aligns with the highest standards of accountability, transparency, and efficiency. It establishes clear principles for planning, approval, and execution of travel, while safeguarding the reputation of the WCPP and optimising the use of public resources.

2. PURPOSE AND OBJECTIVES

2.1 The WESTERN CAPE PROVINCIAL PARLIAMENT (WCPP) hereby invites all interested service providers to submit proposals for the rendering of a comprehensive travel management service.

2.2 Travel management agencies must be duly registered with the International Air Transport Association ("IATA") and the Association of South African Travel Agents ("ASATA") for a minimum period of no less than 3 years (36 months) and for the duration of this contract. The bidder must provide written confirmation of registration and accreditation with ASATA and IATA and submit the respective registration numbers and date of first registration to the WCPP. Non submission of the above would result in automatic disqualification.

2.3 The services required includes the provision of a Domestic & International service(s) in respect of:

2.3.1 Domestic and International air travel

2.3.2 Comprehensive travel insurance (international travel only)

2.3.3 Domestic and international Car/Mini-bus/Bus rental with/without a provision for a driver

2.3.4 Domestic and international Shuttle/Transfer services

2.3.5 Booking of public road, private, toll road, water and rail transport

2.3.6 Airport lounge access

2.3.7 Interpreting services (international only)

2.3.8 Domestic and international accommodation

2.3.9 Conferencing venues and related facilities and

2.3.10 Support or Value-Added Services

2.4 The proposed contract will be for a period of **3 years (36 months)**, subject to the travel agent successfully completing of an initial **probation period of 3 calendar months**, with regular reviews and assessments of the travel management agent's performance by the WCPP.

2.5 Service Level Agreement

- 2.5.1 The travel management agent must enter into a service level agreement with the WCPP, which will specify agreed key performance indicators, along with an indication on how the travel management agent's performance will be monitored, assessed, measured and reported on. The service level agreement may be reviewed annually by the WCPP.
- 2.5.2 The WCPP will review the travel management agent's performance in line with the service level agreement entered into. Please note that all service providers contracting with the WCPP must abide with the conditions of the GCC (General Conditions of Contract).
- 2.5.3 The travel management agent's performance is to be monitored and discussed at the regular meetings (as determined by the SLA).
- 2.5.4 The successful travel management agent would have to adapt its service offering to meet the WCPP's changing needs resulting from any changes to the WCPP travel arrangement requirements (in line with the relevant policies of the WCPP).

3. SCOPE OF WORK AND METHODOLOGY

3.1 SERVICE REQUIREMENTS

The WCPP requires the travel management agent to render the following services:

Domestic or international travel and accommodation

3.1.1 Air Travel

- (a) Planning, booking, arranging and amending air travel at the lowest fares available, both domestic and international, including the issuing and delivery of any travel documentation to the individuals who are to travel ("traveller(s)");
- (b) Arranging for special meals for traveller(s), where required by the traveller(s) and record the traveller(s)'s respective reference numbers to accrue loyalty points and frequent[SF1.1] flyer miles etc. under applicable benefit schemes, where available;
- (c) Bookings must be confirmed electronically via email and a text message (WhatsApp) with the relevant reference number and or travel voucher must be provided timeously to the traveller(s) and relevant personal assistants/other employees.
- (d) Negotiating discounts on standard tariffs for air travel with all available airline companies or as per the Service Level Agreement (SLA);
- (e) Only mainline carriers should[SF2.1] be used for domestic travel, however if this is impractical, approval may[SF3.1] be sought to utilise budget airlines;
- (f) Considering the volumes of the WCPP's travel, the travel management agent must be able to obtain meaningful savings through negotiating preferential fares for both national and international travel, provided no prior agreement exists between the WCPP on a particular airline (the existence of which will be communicated to the travel management agent). Without limiting the generality of the aforementioned, the travel management agent must:
 - i. negotiate discounts in travel Rands, complimentary access to business lounges[SF4.1], loyalty points and frequent flyer miles or similar benefit schemes, or credits on accumulated expenditure for air travel with all available airline companies; and
 - ii. explore beneficial opportunities through an innovative and flexible approach to travel management. While the WCPP promotes the concept of value for money, travel is a personal experience and hence personal service is vital. It is expected that the travel management agent is to ensure the highest level of customer satisfaction for the traveller(s);
- (g) All matters pertaining to Travel will be dealt with in line with the WCPP's relevant policies.
- (h) Travel categories[SF5.1] as per the relevant policies or as instructed by WCPP.

3.1.2 Vehicle Rental

- (a) Planning, booking, arranging and amending vehicles, with/without the services of a driver/chauffeur, with car rental companies, both for domestic or international travel arrangements; Bookings to be in line with the WCPP relevant policies.
- (b) Negotiating discounts on standard tariffs or reduced tariffs with all available car rental companies.
- (c) The travel management agent must advise the WCPP on the car rental companies' rental contracts and identify any possible risks for the WCPP, including but without limiting advice pertaining to insurance on the hired vehicles, cost implications and excesses. Appropriate insurance cover to be provided. It is required from the selected provider to negotiate a beneficial rate to this effect.

3.1.3 Shuttle/Transfer Service

- (a) Planning, booking, arranging and amending transport, including a driver or, with shuttle/transfer/chauffeur service and car rental companies. Normally such shuttle/transfer/chauffeur services will be required to and from the traveller(s) residence(s), airport, place of work or accommodation, both for domestic or international travel arrangements;
- (b) Negotiating discounts on standard tariffs with all available shuttle/ transfer/chauffeur service and car rental companies.

3.1.4 Other forms of public, private road, water and rail transport

- (a) Planning, booking, arranging and amending other forms of road, water and rail transport with applicable concerns/companies, both for domestic or international travel arrangements;
- (b) Negotiating discounts on standard tariffs or reduced tariffs with all available and applicable concerns/companies.
- (c) Upfront credit card payments in respect of other forms of transport where required.

3.1.5 Airport Lounges

- a) The travel agent must secure lounge[Sf6.1] access at major domestic and international airports where WCPP representatives are scheduled to depart, transit, or arrive when required.
- b) Where lounge access is unavailable at a given airport, the travel agent must provide alternative arrangements (e.g., day rooms, quiet workspaces, or equivalent facilities).
- c) Emergency support should be available for last-minute flight changes or extended layovers.

3.1.6 Interpreting Services (international only)

- a) The travel agent or designated service provider must arrange qualified interpreters for official meetings, conferences, workshops, and bilateral engagements.
- b) Services should be confirmed in advance and integrated into the travel itinerary
- c) Interpreters must be sourced for the relevant host country languages, with preference given to interpreters experienced in parliamentary, diplomatic, or legal terminology.
- d) Interpreters must demonstrate professional accreditation or equivalent qualifications

3.1.7 Accommodation

- (a) Planning, booking, arranging and amending accommodation with hotel groups, private hotels, guesthouses and other available concerns, for example: boarding houses, other graded facilities and other concerns that offer bed, breakfast and parking[SF7.1] facilities (collectively referred to as “places that offer accommodation”), both for domestic or international travel arrangements;
- (b) Generally accommodation in accordance with the WCPP’s relevant policies. Any deviations hereto must be authorised by the duly authorised Official of the WCPP. Negotiating discounts on standard tariffs or reduced tariffs with all available places that offer accommodation.
- (c) All matters pertaining to accommodation will be dealt with in line with the WCPP’s relevant policies.
- (d) Upfront credit card payments in respect of accommodation where required.

3.1.8 Conferencing venue and related facilities

Conference booking will include:

- (a) Booking, arranging and amending conference booking places that offer accommodation and other concerns that offer conference, training, teambuilding, meeting and other related venues, equipment and facilities (collectively referred to as “places that offer conference facilities”);
- (b) Negotiating discounts on standard tariffs or reduced tariffs with all places that offer conference facilities
- (c) Arranging and amending food, drinks, snacks and other refreshments that may be required by the WCPP and its delegates at the places that offer conference facilities.

3.1.9 Support and Value-Added Services

In respect of support services, the requirements are as follows:

- a) Delivery Service
 - i. The confirmation with all travel particulars must be sent via email facility and a text message (WhatsApp) with the relevant reference number to the traveller and relevant Personal Assistant(s)
 - ii. Parking
 - iii. Where possible the travel management agent(s) must arrange convenient and safe parking for the traveller(s) e.g. parking agents.
- b) 24 Hour Service
 - i. It is required that the travel management agent(s) must always have resources available, all hours including public holidays (24/7/365).
 - ii. Personnel from the travel management agent must be available on a 24/7/365 after hour basis, so that as and when required, unexpected travel and/or changes to an existing travel plan or accommodation can be made.

3.1.10 Travel documents

- (a) The travel agent must facilitate the following arrangements:
 - i. Assistance with the timely completion, submission and receipt of travel documents;
 - ii. arrangement of special assistance e.g. disabled travellers

- iii. Comprehensive travel insurance.
- iv. Excess baggage for private purposes will be to the travellers expense/cost;
- v. vouchers for accommodation, meals, car and shuttle services.
- vi. Access to airport lounges.

3.1.11 Effective account management

- (a) The travel management agent will be required to purchase air travel tickets and make reservations for accommodation, vehicle rental, and shuttle/transfer services for the WCPP upon receipt of an approved quotation (signed by the duly authorised WCPP official).
- (b) The re-imbusement or payments by the WCPP for the services of the travel management agent will be made in a way to be agreed upon between the parties (within the SLA).
- (c) Dedicated account manager to be assigned to the WCPP.
- (d) Should an account[SF8.1] manager be changed the WCPP should be informed immediately and provided with the CV of the account manager.
- (e) Replacement account manager must at least meet the requirement set out in this document.
- (f) An account must be established for the WCPP.
- (g) The account manager must[SF9.1], over time, establish a database of travellers, their details as it pertains to travel, meal preferences, seating preferences, vaccinations and the like.
- (h) Delivery of Invoices and statements as per the agreements (SLA) with the WCPP
- (i) Only invoices received in the name of the Travel Agency, addressed to the WCPP, will be processed.

4 FEES

- (a) The stipulated bid prices shall be fixed (firm) as set out in the document for the first year The service fee must be fixed for each transaction for the first year.
- (b) Bid prices submitted on the WCPP pricing schedule and will not be considered if indicated as a percentage (format) of the value of a transaction.
- (c) Year two and three price escalations must be based on Consumer Price Index (CPI).
- (d) To the extent that the WCPP disputes the correctness, nature, extent or calculation of any fees or expenses payable to service provider in terms of the contract, WCPP shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

5. RESPONSIBILITIES

5.1 Booking Officers

The Contract Management Officer within the WCPP will be responsible to provide the necessary detail pertaining to travel, accommodation, car hire and conferencing requirements to the travel agent, and assist with the coordination and finalisation of arrangements. In this regard, the following must be considered:

- Nature of the travel, accommodation car or conferencing requirements.
- Departure and arrival points/dates and type of travel required.
- Departure and arrival dates and type of accommodation required.
- The WCPP will provide an approved quotation in writing for the arrangement of travel and accommodation requirements. In this regard the approved quotation will be the official document committing WCPP to payment of the amount owing.

- The WCPP will provide an approved quotation in writing for the arrangement of conference and related facility requirements. In this regard the approved quotation will be the official document committing WCPP to payment of the amount owing.

5.2 Travel Agency

The travel agent will be responsible for the following:

- When making bookings for travel, accommodation, conference venue and car rental, preference must be given to the instruction of the booking officer in respect of the following: Dates, routes, preferred airlines, passenger class, preferred seating and estimated costs.
- Hotel facilities, location, availability of parking facilities, distance from airport, public transport.
- Alternative arrangements must timeously be suggested when confirming seating, accommodation and car rental arrangements.
- Ensure comprehensive travel plans are timeously provided where a variety of travelling routes, accommodation and services exist.
- Timeous submitting of the required management reports.
- Ensure confidentiality in respect of all travel and accommodation arrangements.
- Ensure continued negotiations with suppliers of all services to the benefit of WCPP.
- Must not issue any travel documentation, except after receipt of an approved quotation in writing from WCPP, or an E-mail from the delegated official, or in an emergency or extreme cases, a telephonic instruction from the delegated official will suffice and this will later be followed by an official e-mail.

6. MANAGEMENT MEETINGS AND REPORTS

6.1 Meetings

The travel management agent shall hold monthly meetings with the WCPP to address any issues or problems which may arise. On a quarterly basis the services statistics will be presented, including any incident report pertaining to vendor performance.

6.2 Reporting

The travel management agent must submit to the WCPP, on at least a monthly basis and on or before the 7th day of the following month, a detailed management report to include the requirements below, but not limited to:

- (i) A reconciled monthly statement reflecting all outstanding payments linked to an issued specific approved quotation and invoice.
- (ii) All transactions processed for a particular month linked to an issued approved quotation;
- (iii) The number of confirmed booking changes made;
- (iv) All savings achieved and credits due;
- (v) Lost savings due to late or cancelled bookings;
- (vi) All expenses (inclusive of savings) for each service;
- (vii) Expenditure per official regarding the different travel modes;
- (viii) All international and [SF10.1] domestic flights; and
- (ix) Ad hoc reporting (at no additional costs) as may be required by the WCPP.
- (x) Quarterly reporting agreed to.

- 6.3 General Notices and Notices pertaining to tariffs/discount adjustments
- (a) The travel management agent must furnish the WCPP with notices of imminent tariff adjustments, especially in respect of air travel.
 - (b) The travel management agent must provide the WCPP with copies of notices which the travel management agent receives from the airlines and the airports company pertaining to anything that could cause an inconvenience to the traveller(s), including but not limited to notices of new security and baggage regulations, notices of strikes by relevant personnel and notices of airport refurbishments or changes to the airport's terminal.

7. CONFIDENTIALITY

The travel management agent must ensure confidentiality in respect of all services rendered to the WCPP in line with the Protection[SF11.1] of Personal Information Act 2013, including but not limited to:

- (a) travel, transport and accommodation arranged for the WCPP and concerning all traveller(s);
- (b) expenditure incurred by the WCPP pertaining to the services rendered by the travel management agent; and
- (c) the private information of the traveller(s).

8. CONTRACT CONDITIONS

- 8.1 It is a requirement of this bid that the successful service provider must have a fully functional office and competent staff capacity. The premises of all shortlisted service providers may be verified.

9. EVALUATION PROCESS

The evaluation process comprises of the following phases:

9.1 Phase 1: Initial screening process:

During this phase bid documents will be reviewed to determine compliance with tax matters and other compulsory documentation as stipulated in the bid documents. Non-compliant bidders will not progress to the next phase.

Phase 2: Pre-qualification phase in terms of the service requirements:

- a. Bids will be strictly assessed according to the bid evaluation criteria stipulated in this section of the terms of reference. During this phase, a cut-off point of 80 out of 100 (for functionality) would be used in the process. A bidder must score 80 points or above in order to progress to the next phase.
- b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder.
- c. All proposals received will be subjected to assessment based on the criteria as set out below:
- d. Assessment of the above will be followed by the formal evaluation as per the PPPFA and associated regulations.

A response to each criterion in the matrix below, of not more than 5 pages per criterion, must be submitted. Prospective bidders can include annexures, but the response to each criterion must be summarised in no more than 5 pages. Failure to address each element of the matrix will be perceived as non-compliance with the bid requirements and will thus invalidate the bid proposal.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	SCORE	WEIGHT
<p>PROPOSAL: Demonstrate an understanding of the WCPP's requirements and come up with an appropriate work plan and overall approach:</p> <ul style="list-style-type: none"> Including a narrative on how to meet these service requirements and how the service will be managed by the service provider to ensure that service standards with regards to the quality of all services are met; (10 points) 	The company submission is generic[SF12.1] and does not show understanding of the specific requirements of the WCPP as a Parliament.	5	35
	The company submission shows some level of understanding of the WCPP requirement but does not show insight into the comprehensive service required for Members of Parliament.	8	
	The company submission shows a keen understanding of the requirements of the WCPP insofar as it pertains to the services and assurances required to provide Members of the WCPP with a seamless travel experience.	10	
<ul style="list-style-type: none"> Demonstrated experience in undertaking similar contracts plus a minimum of 3 written referrals (signed and dated) from 3 different clients attesting to the service being rendered and the quality of the service; (5 points) 	Company cannot provide proof of similar contracts and cannot provide 3 written referrals as per[SF1.1] the requirement.	2	
	Company demonstrated experience in similar contracts and provided 3 written referrals as per the requirement.	5	
<ul style="list-style-type: none"> Proposed project management approach including the management of accounts, management reports and after hour service. (10 points) 	The proposed project management approach does not meet the requirements of the specifications.	5	
	The proposed project management approach meets the requirements as per the specifications.	8	
	The proposed project management approach makes suggestions and includes services over and above the requirements of the specification.	10	
<ul style="list-style-type: none"> Approach for providing customer support and value-added services by the company as per paragraph 3.1.10. (10 points) 	Proposal does not meet all the requirements as per the specifications.	5	
	Proposal meets each of the service requirements as per the specifications.	8	

	The proposal has additional service and value-add offerings that was not included in the specifications.	10	
REPORTS Demonstrated ability in compiling monthly management reports. (Example of each report to be submitted with bid proposal as per paragraph 6). (10 points)	The monthly reports provided do not contain all the information as per the requirements.	5	10
	The monthly reports provided contains all the information as per the requirements.	8	
	The monthly reports provided provides more information and analyses than what was contained in the requirements.	10	
MANAGEMENT RESOURCES AND STAFF ESTABLISHMENT •Provide a comprehensive company profile, which must include experience and qualifications of management staff. (7 points)	The company profile and CVs of Management staff do not demonstrate the competence to manage this project.	3	15
	The company profile and CVs of Management staff demonstrates the competence to manage this project.	5	
	The company profile and CVs of Management staff do demonstrate the competence to manage projects much larger than what the WCPP requires.	7	
• Experience and qualifications of staff that will be assigned to the respective accounts of the WCPP. Must be evidenced by their track record and their Curriculum Vitae attached with the proposal. (8 points)	The CVs of staff that will be assigned to the WCPP account do not demonstrate the competence to manage this account due to a lack of qualifications and appropriate experience.	3	
	The CVs of staff that will be assigned to the WCPP account demonstrate the appropriate qualifications and appropriate experience to the competence to manage this account.	5	
	The CVs staff that will be assigned to the WCPP account demonstrate competence that exceeds the requirements to manage this account both in terms of qualifications and appropriate experience.	8	

INFRASTRUCTURE: The proposal must provide details regarding the availability of relevant systems, the maintenance thereof to ensure on-line bookings, airline reservations, domestic and international ticketing, reservations for ground transport and basic office equipment, telecommunications equipment and online booking tools. In this regard a contingency plan must be provided as back up in the event of a system failure.	Company did not provide details of the infrastructure requirements that meets the requirements of the WCPP. No contingency plan was submitted.	5	15
	Company provided details of some of the infrastructure requirements but not all, as required or they showed reliance on partners for some of the infrastructure. Contingency plan not submitted or does not demonstrate the ability to manage the risk.	10	
	Company provided details of all the infrastructure requirements as required. Contingency plan submitted and demonstrates the ability to manage the risk.	15	
FINANCIAL VIABILITY: Verified[SF14.1] financial statements, as presented by a person with the standing to do so, to be provided for the last 2 years. • Reports/reviews that confirms the financial standing	Verified financial statement does not demonstrate that the company is a going concern and has the sufficient cash flow and/or reserves for service requirements such as upfront payments.	5	25
	Verified financial statement does not demonstrate that the company is a going concern and has the sufficient cash flow and/or reserves for service requirements such as upfront payments.	25	
TOTAL:			100
THRESHOLD			80

10. PHASE 3: THE 80/ 20 PRINCIPLE BASED ON PRICE AND PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022. – refer to WCPP 6.1, page 35 – 41 of the bid document.

11.PAYMENT TERMS

The WCPP undertakes to pay valid tax invoices in full within thirty (30) days from statement date for services rendered;

All supporting documents for services rendered should be submitted together with the tax invoices.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THAT: -

1. The taxes of the successful bidder **MUST** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations – refer to the **PPPFA (Act 5 of 2000)** and **FMPPLA (Act 10 of 2009) Section 40 (e)**.

2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)” must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate (or a PIN) that will be valid for a period of twelve (12) months from date of issue. The Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the valid original Tax Clearance Certificate at the closing time of the bid will invalidate the bid.

3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate valid, original Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.

NB: USE ONLY BLACK OR RED INK OR BLACK OR RED TYPEWRITER RIBBON TO FILL IN THIS FORM

(IMPORTANT: This form must be completed in full. *Delete which is not applicable.)

TENDER NO. WCPPT 05/2025

CLOSING TIME 11:00 ON 10 April 2026

NAME OF TENDERER:

VALIDITY: 90 DAYS (from closing date)

1. Service Fees (Travel)

1.1. Domestic _____

1.2 International _____

2. Service Fees (Accommodation)

2.1 Local _____

2.2 International _____

3. Service Fees (Car Hire)

3.1 Local International _____

3.2 International _____

4. Service fees (Shuttle/Transfer service)

4.1 Local _____

4.2 International _____

5. Service fees (Parking) _____

6. Bundle fees on travel Arrangements (Flights, Accommodation, car hire/taxi) _____

7. Conferencing _____

7.1 Conferencing Venue Hire _____

7.2 Conferencing and related facilities which include meals, ccommodation, equipment, stationery, venue. _____

8. Bill Back Fee _____

9. Re-issue Fee _____

DECLARATION OF INTERESTS, BIDDERS PAST SC&AM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of FMPPLA (Act 10 of 2009) Section 46 (b) with specific reference to the Western Cape Provincial Parliament, the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SC&AM Practices(WCPP 4), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management WCPP 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central supplier database or IPS (ARIBA).

3. Definitions

“ a person in the employ of the state” means

- (a) a member of the board of directors of any municipal entity;
- (b) an official of any municipality or municipal entity;
- (c) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act;
- (d) a member of the accounting authority of any national or provincial public entity; or (e) an employee of Parliament or a provincial legislature

“Bid” includes a price quotation, advertised competitive bid, limited bid or proposal

“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

“business interest” means —

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“entity” means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

“Family member” means a person’s —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“intermediary” means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and (b) a representative or agent;

“Institution” means —

Western Cape Provincial Parliament (WCPP)

Western Cape Provincial Parliament (WCPP) means - the legislature of the Western Cape

“spouse” means a person’s —

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the PG, or to their family member, 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 Institution; and/or
5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
8. 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.

SECTION A: DETAILS OF THE ENTITY					
A1.	<i>Name of the Entity</i>				
A2.	<i>Entity registration Number (where applicable)</i>				
A3.	<i>Entity Type</i>				
A4.	<i>Tax Reference Number</i>				
<p>A5. Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.</p>					
TABLE A					
FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY	

--	--	--	--	--

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

*To disclose relationships between the bidding entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' in terms of FMPLA regulation Section 46 (d), bidding entity must give the following details. An Institution employee not involved in the bidding process as per Section 46 (d), taking remunerative work outside the WCPP, should first obtain necessary approval in terms of the **WCPP code of conduct paragraph 7**, failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.*

B1.	Are any persons listed in Table A employees of the Institution? (If yes, complete Table B and attach "Private work")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2.	Are any employees of the entity also employees of the Institution? (If yes complete Table B and attach "Private work")	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3.	Are any family members of the persons listed in Table A employees of the Institution? (If yes complete Table B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector in line with FMPPLA Regulation 5 (5) (b) ?	<input type="checkbox"/> NO <input type="checkbox"/> YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and further read with FMPPLA Regulation 5 (5) (b) ? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)</i>	<input type="checkbox"/> NO <input type="checkbox"/> YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	<input type="checkbox"/> NO <input type="checkbox"/> YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	<input type="checkbox"/> NO <input type="checkbox"/> YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document; iii. the entity undertakes to independently arrive at any offer at any time to the Institution without

any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.

- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S
SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE

FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

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

This preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS/TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids/tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.

1.2 Preference points for this bid/tender shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid/tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. Circle the applicable point being claimed.

(a) Historically Disadvantaged Individuals:

- | | |
|---|---|
| (i) who had no franchise in national elections before the 1983 and 1993 Constitutions | 4 |
| (ii) who is a female | 3 |
| (iii) who has a disability | 3 |

(b) Other specific goals (goals of the RDP- plus local manufacture)

- | | |
|--|---|
| (i) the promotion of South African owned businesses | 2 |
| (ii) the promotion of SMME's | 2 |
| (iii) the promotion of enterprises in a specific region for work or services to be rendered in the region | 2 |
| (iv) The promotion of enterprises in a specific municipality for work or services to be rendered in the municipality | 2 |
| (v) The promotion of enterprises located in rural areas. | 2 |

Total points for Price, HDIs and other RDP- GOALS	100
--	------------

NB: if bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points.

All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

- 1.4 Failure on the part of a bidder/tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder/tenderer, either before a bid/tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid/tender”** means any bid/tender which, in all respects, complies with the specifications and conditions of bid/tender as set out in the bid/tender document.
- 2.2 **“Bid/Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid/tender by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
 - 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
 - (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
 - provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid/tender invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder/tenderer obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid/tender will be awarded to the bidder/tenderer scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of bid/tender under consideration
- Pt = Rand value of bid/tender under consideration
- Pmin = Rand value of lowest acceptable bid/tender

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID/TENDER DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid/Tender Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

Ownership	Percentage owned	Points claimed
8.1 Equity ownership by persons who had no franchise in the national elections	%
8.2 Equity ownership by women	%
8.3 Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.9 Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of points claimed, the contractor must furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid/tender; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER/TENDERER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

WESTERN CAPE PROVINCIAL PARLIAMENT (WCPP)

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to WCPP 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 WCPP.

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

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 analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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

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 Invitations to bid are published in the media.

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 Western Cape Provincial Parliament or an organization acting on behalf of the Western Cape Provincial Parliament.
- 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, startup, 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Western Cape Provincial Parliament 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.

entered into between

[]
herein represented by [] in her capacity as

and

[]
herein represented by [] in her capacity as

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Section A
General Conditions of Contract

1. Definitions

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 Vendor, 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 Vendor 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 anything 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 with 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 consignee's 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 Vendor 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 markets 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 Vendor and not involving the Vendor'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 Vendor 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 Vendor 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/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 Institution purchasing the goods/works and/or service.
- 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 Vendor 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 Vendors, 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

The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information and Inspection

- 5.1 The Vendor 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 Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Vendor 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 Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor 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. Patent Rights

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

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

8. Inspection, Tests and Analysis

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 Institution or an organization acting on behalf of the Institution.

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 Vendor.

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 analysed 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 Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

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. Packaging

9.1 The Vendor 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 Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

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

11. Insurance

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

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 Vendor 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 Vendor of any warranty obligations under this contract;
- e) training of the Purchaser's personnel, at the Vendor's plant; and /or
- f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

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

- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor 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 Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with the exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

19. Cession

The Vendor shall not cede, assign, or delegate, in whole or in part, its rights or obligations under this agreement to any third party. Any cession, assignment or delegation of rights or obligations shall constitute a material breach.

20. Subcontractors

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

21. Delay in Vendor's Performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor'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 essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor 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 cancelling 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 Vendor'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 Vendor.

22. Termination for Default

- 22.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:
- a) If the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or
 - c) If the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.2 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 and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

- 22.3 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.
- 22.4 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.
- 22.5 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 Vendor 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.
- 22.6 These details in clause 23.6 will be loaded in the National Treasury's central database of Vendors or persons prohibited from doing business with the public sector.
- 22.7 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.

23. Anti-Dumping and Countervailing Duties and Rights

When, after the date of bid, provisional payments are required, or antidumping 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 her.

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.
- 24.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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.

25. Termination on Insolvency

The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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.

26. Settlement of Disputes

- 26.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor 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.
- 26.2 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 Vendor 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.

- 26.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 26.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 26.5 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 Vendor any monies due the Vendor.

27. Limitation of Liability

- 27.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- a) the Vendor shall not be liable to the Purchaser, whether in contract, delict, 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 Vendor to pay penalties and/or damages to the Purchaser; and
 - b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in delict 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.

28. Governing Language

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

29. Applicable Law

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

30. Notices

- 30.1 Every written acceptance of a bid shall be posted to the Vendor 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
- 30.2 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.

31. Taxes and Duties

- 31.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 31.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.
- 31.3 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.

32. National Industrial Participation Programme

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

33. Prohibition of Restrictive Practice

- 33.1 As per section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, with its subsequent amendments, any agreement among firms, or coordinated actions, or decisions made by a group of firms, is deemed unlawful if it involves parties in a horizontal relationship and entails collusive bidding (or bid rigging) where one or more bidders or contractors are involved.
- 33.2 Should the Purchaser acquire reasonable grounds or evidence indicating that a bidder(s) or contractor(s) has/have participated in the aforementioned restrictive practice, they reserve the right to forward the matter to the Competition Commission for thorough investigation and potential imposition of administrative penalties, as stipulated in the Competition Act No. 89 of 1998.

33.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission for the aforementioned restrictive practice, the Purchaser reserves the right, without prejudice to any other recourse available, to nullify the bid(s) pertaining to the affected item(s), and/or terminate the contract either wholly or partially, and/or impose restrictions on the bidder(s) or contractor(s) from engaging in business transactions with the public sector for a duration not surpassing ten (10) years, and/or seek compensation from the implicated bidder(s) or contractor(s).

Section B
Special Conditions of Contract

1. Additional Definitions

In addition to the definitions contained in clause 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1 “Accounting Officer” means a person described in section 6 of the Financial Management of Parliament and Provincial Legislatures Act No. 10 of 2009.
- 1.2 “contract duration” means the period between the commencement and termination of the contract.
- 1.3 “confidential information” means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, 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 Vendor in the performance of the contract.
- 1.4 “system” means the computer system comprising the software and/or related equipment, and having all the qualities and features, and being capable of performing all of the functions, described in Annexure 3.
- 1.5 “vendor” The entity or person that will supply goods/works and/or services to the Purchaser.

2. Effective Date

The effective date is the date that the last signature is recorded on this agreement.

3. Interpretation

In amplification of the provisions of clause 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 3.1 Any gender includes the other genders.
- 3.2 A natural person includes a juristic person and vice versa.
- 3.3 The singular includes the plural and vice versa.
- 3.4 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 3.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.6 Any reference in this contract to “goods” includes works and/or services.
- 3.7 The written and signed contract represents the final agreement between the parties and it supersedes any prior oral agreements or discussions of the agreement.
- 3.8 All annexures and appendices shall form part of the contract.
- 3.9 The headings used throughout the agreement do not have any special significance save to ensure the easy reading of the contract.

4. Scope of Work

In amplification of clause 4 of the GCC, the Vendor shall render the goods/works and/or services as detailed in the Specifications/Terms of Reference in the bid document, which is attached as Annexure 3 marked “Scope of Work”.

5. Performance Standards

In amplification of clause 4 of the GCC, the Vendor shall render the goods/works and/or services in accordance with performance standards set by the Purchaser as contained in Annexure 4 marked “Performance Standards”.

6. Contract Duration

- 6.1 Notwithstanding the date of signature of the contract, this contract will commence on [] and shall terminate on the [].
- 6.2 This contract may be extended on a month-to-month basis for a period not exceeding six months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury Practice Note No. 4 of 2008/2009 or any subsequent amendments thereto.
- 6.3 This contract may be renewed only with the authority of the Accounting Officer and must comply with the terms of the National Treasury Practice Note No. 4 of 2008/2009 or any subsequent amendments thereto.

7. Contract Price

- 7.1 If applicable, the price adjustments provided for by the GCC in clause 17 are contained in Annexure 5 marked "Price Schedule".
- 7.2 If a price other than an all-inclusive delivered price is required, as contemplated by the GCC in clause 12.1, the details of the price are contained in Annexure 5 marked "Price Schedule".
- 7.3 The total contract price must include:
 - 7.3.1 The total price offered by the Vendor that was used in the calculation of price points in terms of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and its accompanying Regulations in the bidding process. This price is either the original price offered by the Vendor or an alternative price offered by the Vendor in the event that the Purchaser requested an extension to the bid validity period.
 - 7.3.2 Price adjustments which may arise as a result of an approved amendment/variation in terms of clause 8 of the SCC or any price inflation/escalation/exchange rate fluctuation that is authorised in Annexure 5 marked "Price Schedule".

8. Contract Amendments / Variations

- 8.1 In amplification of clause 18 of the GCC, any amendments/variations, of this agreement shall come into effect in terms of the conditions contained in Annexure 6 marked "Contract Amendments/Variations". Such Annexure must be signed by the duly authorised signatories of the Vendor and the Accounting Officer or his/her delegated official on behalf of the Purchaser.
- 8.2 The Vendor shall not, in performing its obligation, vary from the terms and conditions stated in this agreement whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Purchaser (Accounting Officer/delegated official), and no claim on the part of the Vendor for any extra payments on the grounds of any alterations or extra work will be entertained.
- 8.3 If, after the commencement of the contract, the cost or duration of the goods/works and/or services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Vendor shall furnish the Purchaser with a detailed justification for the adjustment to the contract price.

8.4 Any variation or expansion of orders against this contract must comply with the provisions of clause 3.9 of the National Treasury Instruction Note on Enhancing Compliance, Monitoring and Improving Transparency and Accountability in Supply Chain Management dated 31 May 2011 or any subsequent amendments thereto.

9. Payments

9.1 In qualification of the provisions of clause 16 of the GCC, the 30-day period referred to in clause 16.3 will only commence on fulfilment of the following conditions:

9.1.1 The submission of a valid tax invoice and the relevant supporting documentation; and

9.1.2 The goods/works and/or services have been accepted and signed off by the relevant Accounting Officer or his/her delegated official.

9.2 Any additional conditions around the manner and method of payment to be made to the Vendor under this contract shall be specified in Annexure 7 marked "Payment Schedule".

10. Confidentiality

In amplification of the provision in clause 5 of the GCC, the Parties shall:

10.1 Treat as strictly confidential any and all Confidential Information given or made known to them arising from their association through this Agreement.

10.2 Keep all such Confidential Information confidential towards third parties and only use it in co-operation with each other for the purpose expressly agreed upon by the Parties and to disclose same to their employees only on the basis of "need to know".

26.6 The foregoing obligations shall not apply to any information which:

26.6.1 is lawfully in the public domain at the time of disclosure;

26.6.2 subsequently becomes available to one party from a source other than the other party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; and

10.3.3 is disclosed pursuant to a requirement or request by operation of law, regulation or order of a competent court.

26.7 This clause is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination of this Agreement.

11. Intellectual Property

In amplification of clause 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Purchaser.

12. Responsibilities of the Purchaser

The specific responsibilities of the Purchaser are listed in Annexure 8 marked "Responsibilities of the Purchaser".

13. Responsibilities of the Vendor

The specific responsibilities of the Vendor are listed in Annexure 9 marked "Responsibilities of the Vendor".

14. Warranties

To supplement clause 15 of the GCC, which provides for goods/works and/or services, and in the event that the Vendor is providing services to the Purchaser, the Vendor warrants that it shall at all times or during the occurrence of this contract possess the knowledge, sufficient expertise, use and adopt reasonable professional techniques and standards and provide the service with due care, skill and diligence.

15. General Indemnity

The Vendor hereby indemnifies the Purchaser and holds the Purchaser harmless, against:

15.1 Any claims lodged against the Purchaser by any third party arising out of or relating to any loss that the Vendor or such third party may suffer, as a result of, or arising out of:

15.1.1 Personal injuries or death of any person caused by the default of the Vendor; and

15.1.2 Damage to any property caused by the default of the Vendor.

16. Delays

- 16.1 To supplement clause 21 in the GCC, an Accounting Officer or his delegated official may consider a “No fault delay”, where:
- 16.1.1 Additional services are ordered by the Purchaser;
 - 16.1.2 A force majeure occurs;
 - 16.1.3 There is any delay in the Vendor providing the services which is communicated to the Vendor as being the fault of the Purchaser; or
 - 16.1.4 The Vendor may request an extension to the period of performance.
- 16.2 Unless otherwise mutually agreed to by the parties, the Vendor shall as soon as possible but within 5 days of becoming aware that a delay may occur, notify the Purchaser in writing of his intention to make a request for the extension of the period of performance to which he considers himself entitled and shall within 5 days thereafter deliver to the Purchaser detailed particulars of the request in order that it may be investigated.
- 16.3 Unless otherwise mutually agreed to by the parties, the Purchaser shall within 14 days of receipt of a detailed request, grant such extension to the period of performance, either prospectively or retrospectively, or inform the Vendor that the extension has not been granted.
- 16.4 The Purchaser undertakes not to enforce its right contained in clause 21.3 of the GCC prior to providing the Vendor with notice, in writing, of its intention to obtain the goods/works and/or services from a national department, provincial department, or a local authority.

17. Waiver

- 17.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.
- 17.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

18. Suspension

- 18.1 The Purchaser may temporarily suspend whole or part of the goods/works and/or services by providing no less than 5 days written notice to the Vendor who shall on receipt of such written notice immediately cease the supply of goods/works and/or the performance of services. The Purchaser will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of ten days with option to renew unless otherwise agreed to by the parties in writing.
- 18.2 When goods/works and/or services are suspended, the Vendor shall be entitled to pro-rata payment for the goods/works and/or services already delivered or carried out and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.
- 18.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

19. Breach

- 19.1 Any termination notice referred to in GCC clause 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.
- 19.2 If the defaulting party fails to remedy the breach within the 14 days specified in 20.1, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 19.2.1 To claim specific performance of any obligation whether or not the due date for performance has arrived; or
- 19.2.2 To terminate this contract in accordance with clause 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 19.3 The Vendor shall immediately advise the Purchaser of the same, upon which the Purchaser shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Vendor to advise the Purchaser of a conflict of interest shall amount to a material breach of this contract.

20. Termination

In amplification of clause 23.3 of the GCC, in the event that the contract is terminated, the Purchaser is entitled to recover all costs, losses or damages it has suffered as a result of the Vendor's conduct.

21. Dispute Resolution

In addition to paragraph 27 of the GCC, provision is being made for arbitration in the following manner:

- 21.1 Should any dispute arise between the Parties in terms of the interpretation or application of the provisions of this Agreement, the Parties shall be required to first attempt to resolve the dispute amicably between themselves by negotiations. Should the dispute remain unresolved within 14 (fourteen) days, then the dispute shall be referred to and determined by arbitration in terms of the Arbitration Act, Act No. 42 of 1965 and an arbitrator or arbitrators must be agreed to by the Parties.
- 21.2 The arbitrator should be appointed in accordance with the provisions of the Arbitration Act, Act No. 42 of 1965 and its Regulations.
- 21.3 In the event of the Parties failing to reach agreement on the arbitrator, the State Attorney of the Province of the Western Cape shall appoint an impartial arbitrator with necessary expertise to resolve such dispute.
- 21.4 The Parties irrevocably agree that the decision of the arbitrator shall, in the absence of manifest error:
 - 21.4.1 be binding on them;
 - 21.4.2 be carried into effect;
 - 21.4.3 be capable of being made an order of any court of competent jurisdiction.
- 21.5 Any arbitration in terms hereof shall be deemed to be strictly confidential between the Parties involved therein.
- 21.6 The provisions of clause 22 shall not operate to prevent either party from seeking urgent interim relief from the High Court, pending arbitration or other legal action, where such is appropriate in the circumstances.

21.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa located in the Province of the Western Cape in respect of any legal proceedings arising out of this Agreement.

21.8 The provisions of this paragraph are severable from the rest of this agreement and shall remain in force despite the termination of this agreement or its invalidity for any other reason.

22. Severability

The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

23. Monitoring and Evaluation

23.1 The Representative on behalf of the Purchaser shall be [] her capacity as []. This role however does not extend to technical issues.

23.2 The Representative on behalf of the Vendor shall be [] in her capacity as [].

23.3 The Vendor shall permit the Purchaser to inspect the Vendor's records or site relating to the performance of the Vendor and to have them verified by the Representative appointed by the Purchaser, if so required by the Purchaser.

24. Notices

For the purposes of this contract, the parties choose their respective domicilia citandi et executandi as follows :

24.1 Purchaser:

Contact Person:

Physical Address: 7 Wale Street, Cape Town, 8001

Postal Address: P.O. Box 648, Cape Town, 8000

Telephone numbers:

Telefax:

24.2. Vendor:

Contact Person:

Physical Address:
Postal Address;
Telephone numbers:
Telefax:

- 24.3 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 24.4 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 24.5 Any notice to a party:
- 24.5.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting (unless the contrary is proved);
- 24.5.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or
- 24.5.3 Sent by telefax to its chosen telefax number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

25. Protection of Personal Information

- 25.1 To ensure compliance with the provisions of the Protection of Personal Information Act 4 of 2013, and in particular in respect of all personal information accessed or obtained in the course of this Agreement, the Vendor must secure the integrity and confidentiality of such personal information in its possession or under its control by taking appropriate, technical and organisational measures to prevent—
- a) loss of, damage to or unauthorised destruction of personal information; and
- b) unlawful access to or processing of personal information.
- 25.2 In this regard, the Vendor must take reasonable measures to—

- i. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
 - ii. establish and maintain appropriate safeguards against the risks identified;
 - iii. regularly verify that the safeguards are effectively implemented; and
 - iv. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 25.3 The Vendor must have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.

26. Whole Contract

This contract constitutes the whole contract between the parties in relation to its subject matter and supersedes all prior contracts, and no documentation, presentation; warranty or contract not contained herein shall be of any force between the parties.

27. Signatures