

Reference Number	SS/ROOF REPAIRS AND MAINTENANCE/05/2024
Description	TENDER BRIEF FOR A CONTRACTOR TO PROVIDE ROOF REPAIRS AND MAINTENANCE TO IZIKO MUSEUMS OF SOUTH AFRICA
Name of the responsible unit/department	Customer Services
Address	25 Queen Victoria Street Cape Town 8001
Attention	Ronell Pedro (CFO)
Closing date and time for submission	28 June 2024 @ 11am
Compulsory briefing session	Date 11 June 2024 Venue: Iziko Museums 25 Queen Victoria Str Cape Town Time: 10h30
Method of delivery	Proposals, and accompanying documentation, must be placed in tender box at Iziko South African Museum, 25 Queen Victoria Street Cape Town 8001 Bidders to submit an original document plus two (2) copies of the original document, of which one must be in soft copy format (memory stick)
Tender box dimensions	(h) 90mm x (l) 400mm x (w) 900mm
Contact Details: Supply Chain Management Department	Siphamandla Oupa (SCM) 021 481 3889 soupa@iziko.org.za & ndonson@iziko.org.za 
TENDERER	
Name of Company	
Trading as (if different from above)	
CSD Supplier Number (MA.....Number)	
B-BBEE Status Level of Contribution	
Quote Price (Incl Vat)	
Signature	

1. BACKGROUND

Iziko Museums of South Africa (Iziko) is a schedule 3A public entity and non-profit organisation, partly subsidised by the National Department of Sport, Arts & Culture (DSAC), bringing together 12 national museums and a Social History Centre situated in the Western Cape under a single governance and leadership structure. Iziko was established in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) and is required to comply with the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) as amended and its concomitant Regulations.

2. OVERVIEW

Iziko invites suitably qualified construction companies to submit a bid to provide roof repairs and maintenance at the buildings listed in Table #1 below. The buildings are all over 60 years old and are listed as heritage resources in terms of the Government Gazette Act 25 of 1999. The work will be implemented according to priority as indicated by Iziko Museums.

3. PROJECT BRIEF

The work to be undertaken includes general roof and waterproofing repairs, painting with scope and specifications outlined in Addendums, arranged to match the building list below, and general intent with the project description.

Table #1: Buildings and locations where services will be required.

Building No	Iziko Building	Address
1	Iziko SA Museum & Planetarium (ISAM)	25 Queen Victoria Street, Cape Town
2	Iziko SA National Gallery (ISANG)	78 St Johns Road, Cape Town
3	Iziko ISANG Annexe building (HR Building)	80 St Johns Road, Cape Town
4	Iziko Slave Lodge (ISL)	Cnr Adderley & Spin Street, Cape Town
5	Iziko Koopmans de Wet House (IKdW)	35 Strand Street, Cape Town
6	Iziko Rust en Vreugd (IR&V)	78 Buitenkant Street, Cape Town
7	Iziko Social History Centre (ISHC)	11 Church Square, Cape Town
8	Iziko Bo-Kaap Museum (IBK)	71 Wale Street, Cape Town

Important notes to tenderers to be factored into program:

3.1 The buildings are all **Grade 1 or Grade 2 Heritage Resources**, and all work must be done with the related duty of care prescribed by the ACT and per the Heritage Western Cape permit with approved methods and specifications attached.

3.2 Allow float allowance of **3 months** for operational factors including the decanting of interior areas required for the repair of above roof and ceilings of working buildings.

3.3 Bidders should note that the project involves several buildings, all of which will be occupied and some of which are used for events and exhibitions. Project flexibility and agility should be factored in when considering resource allocation, time schedules and pricing. Sufficient time should be allowed for project completion.

4. SCOPE OF WORK

Refer to the attached architectural, electronic, electrical, and mechanical drawings and specifications for each building. Iziko will prioritise the order of the work as per table # 2.

Please ensure that your programme factors in the Iziko operational requirements.

Building priority is to be attended to in the following order as per Table# 2.

Iziko can provide space for material at the following sites:

- Iziko ISANG Annexe building: space for 2 containers and 24-hour security
- Iziko Rust en Vreugd: space for 2 container and 24-hour security.

Table #2: Building Priorities

Order of Implemen- tation	Iziko Building	Scope of Work	Building & Site Conditions
1	Iziko SA Museum and Planetarium (ISAM)	Implement roof repairs & upgrading of waterproofing & drainage systems.	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM. All work on this building must be completed before end February 2024 .
2	Iziko SA National Gallery (ISANG)	Implement roof repairs & upgrading of waterproofing & drainage systems.	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM
3	ISANG Annexe (HR building)	Implement roof repairs & upgrading of waterproofing & drainage systems. Repair of boundary wall	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM
4	Iziko Slave Lodge (ISL)	Implement roof repairs & upgrading of waterproofing & drainage systems and courtyard painting.	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM
5	Iziko Koopmans de-Wet House (IKdW)	Implement roof repairs & upgrading of waterproofing & drainage systems, repair of facade	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM
6	Iziko Rust en Vreugd and Annex Building (IR&V)	Implement roof repairs & upgrading of	Operational building with staff and visitors. Construction

		waterproofing & drainage systems.	programme to be finalised in collaboration with Director CSM
7	Iziko Social History Centre (ISHC)	Implement roof repairs & upgrading of waterproofing & drainage systems.	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM
8	Iziko Bo-Kaap Museum (IBK)	Implement roof repairs & upgrading of waterproofing & drainage systems.	Operational building with staff and visitors. Construction programme to be finalised in collaboration with Director CSM

5. TECHNICAL KNOWLEDGE AND INFRASTRUCTURE

Contractors with suitable technical knowledge of restoring and renovating historic buildings and infrastructure must provide services as detailed in the Scope of Work and drawings and specifications (Refer to Part A.1-8.1 Architectural Specification and drawings on the Contents Page for each building).

6. REQUIREMENTS

The bidding requirements and stages are summarised in table #3 below:

Table #3: Bidding stages

Stage 1 - Compliance Documents requirements	Stage 2 - Functionality Criteria	Stage 3 - Price and Specific Goals
Bidders must submit all documents as outlined in Table #5 Compliance Documents below. Note: Failure to supply any of the compliance documents stipulated below may lead to <u>disqualification</u>	Bidders are required to achieve a minimum of 70% on functionality criteria to proceed to stage 3 (price and specific goals) Refer Table #7 – Required documents to enable functionality scoring. Specifications will be posted on the Iziko website - http://www.iziko.org.za/static/page/tenders	Bidders that meet the minimum threshold for functionality will be evaluated for preference point scoring as follows, refer to Table # 9: Price – 80 points Specific Goals– 20 points Note: Price and quality of work/product are important factors as it ensures optimum value for money and total cost to Iziko and should cover all goods and services to be delivered to the best standard possible for specified products and assembly methods.

7. Eligibility Criteria

To be eligible for functionality evaluation, the bidder must submit the following as per Table # 4 below. If there are documents in Table # 4 that is not submitted, the bidder who did not submit the required document (s) will be disqualified.

Table # 4: Eligibility Criteria

Criteria	Attached (Yes/No)	Comments
Attended compulsory site briefing		
CSD Registration Summary Report with a compliant tax status		
CIDB Grade 6 GB or higher		

Note: Please supply all compliance documents stipulated below.

Table #5: Returnable Compliance Documents

Order	Compliance Documents
1.	A Valid B-BBEE Certificate or Sworn Affidavit to determine the bidder's status level, as prescribed by the B-BBEE Act, 2003 (Act No. 53 of 2003) as amended and Code of Good Practice Where there will be sub-contracting, the rules must be applied
2.	Central Supplier Database Report – with supplier number and company details (www.csd.gov.za) and Tax Status Verification Pin together with tax registration number
3.	All Health and Safety Policies and Procedures of the Bidding company in compliance with the safety specification as prepped by client's OHASA Consultant.
4.	Public Liability Insurance Minimum R 10 million
5.	Proof of operational offices
6.	Completed Occupational Health and Safety Agreement (Annexure B)
7.	Completed Confidentiality and Non-Disclosure Agreement (Annexure C)
8.	Completed SBD 1 - Invitation to Bid
9.	Completed SBD 3.3 - Pricing Schedule (<i>Construction Services</i>)
10.	Completed SBD 4 – Bidder's Disclosure
11.	Completed SBD 6.1 - Preference Points Claim Form (Preferential Procurement Regulations 2022)
12.	Completed SBD 7.2 - Contract Form (Rendering of Construction Services)

Note: Please supply all the compliance documents stipulated above.

8. Preference Points Claim

SBD 6.1 Preference Points Claim form regarding the Preferential Procurement Regulations 2022. The points are allocated as follows:

Table #6: Preference Point System

SPECIFIC GOALS ALLOCATED POINTS	Number of points allocated (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Proof of B-BBEE certificate; Company Registration Certification Identification Documentation. CSD report Ownership by HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) 50% or more black ownership = 20 points Less than 50% black ownership = 10 points 0% black ownership = 0 points	20	
TOTAL POINTS	20	

9. Required Documents for Functionality

The documents required below in Table # 7 will be used for functionality evaluation. Bidders are requested to furnish detailed information to substantiate compliance with each of the evaluation criteria.

Provide these documents to ensure service providers retain functionality points.

Table #7: Returnable documents for Functionality.

Required Documents for Functionality	
1.	Index confirming contents of all documents
2.	Cover letter , with signed acceptance of Iziko's invitation and acknowledgement of Iziko's terms and stated requirements attached
3.	A company profile highlighting the following: - Company history including details of projects similar in nature, size and scope to this project. - Team structure assigned to work on this project.
4.	Three or more (3) reference letters from three (3) or more clients on similar work done per discipline.
5.	<u>Certified copies of:</u> - Company Registration (CIPC) - IDs of key personnel - Proof of bank account details of company
6.	Submit and attach the <u>CVs of the different key staff members who will work on the project on site</u> and in office. Refer to page 3, point # 4 Scope of Work
7.	Methodology and Programme (separate documents)
8.	Detailed pricing structure: A pricing schedule detailing a full pricing breakdown, inclusive of VAT, all costs (Appendix B) for each building

9.1 Confirmation of the required level of insurance or access hereto.

Confirmation/proof of insurance is required. If such confirmation is not received, the risk to Iziko will be regarded as unacceptable, and the tender will be rendered unacceptable on the grounds of not being to specification. Iziko retains the right to request documentary proof of such insurance or access thereto as part of the tender evaluation process. Unconfirmed insurance will render the tenders unacceptable, i.t.o. risk and exclude the bid from further consideration.

10. Evaluation of Proposals

Proposals will be evaluated on price and functionality per the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

10.1 Stage 2 - Functionality Criteria

A proposal scoring lower than the minimum overall 70 points will be regarded as non-responsive and eliminated from further evaluation. All proposals scoring 70 points and more for functionality will be eligible for further evaluation. Refer to table # 8 below for Evaluation Criteria.

Table #8: Evaluation Criteria

Evaluation Area	Evaluation Criteria	Points	
#1. Company Experience in building construction maintenance	Cumulative experience in building construction and maintenance (Number of years) • Less than 5 years = (0 point) • 5 – 10 years= (10 points) • More than 10 years = (25 points) The following proof must be submitted: ➤ Company History ➤ A list of projects undertaken by the company. The list must include the following details: Name of Project, Client name, Start & end dates of project, Contract value. ➤ Contact name and contact number of Clients.	25	

#2. Reference letters	Provide reference letters from the list of projects stipulated in the evaluation criteria above. Number of Letters • More than 3 references letters = (10 points) • 3 reference letters = (5 points) • 2 or less reference letters = (0 points) ➤ The reference letters should detail the scope of the project, contractual value and project duration. ➤ The letters of Reference must not be older than 5 years. ➤ The reference letters should NOT be appointment or award letters ➤ The reference letters must be on the company letter head.	10	
#3. Experience working on heritage buildings	List the heritage buildings worked on and provide heritage grading of building: • One heritage building worked on = (5 points) • Two or more heritage buildings worked on (10 points) • No heritage buildings worked on (0 points)	10	
#4. Construction Programme	Proposed construction programme for the works indicating the logical sequence and estimated duration of all activities to be completed by the contractors, subcontractors, and suppliers, in appropriate detail. The programme should take into consideration anticipated risks such as weather constraints, factors such as site conditions and conditions of the working building during the project. Bidder must provide project programme with estimated timelines • No plan or incomplete/partial plan= 0 • Comprehensive Plan covering deliverables and realistic timelines for the scope of work = 20	20	
#5. Location of Service provider	Proof of Operational office as follows: Company with operational offices located within a radius of 100km from Cape Town, CBD (15 Points)	15	

	Company with operational offices located within the Western Cape (5 Points) Company with operational offices located outside the Western Cape (0 Points)		
#6. Organogram of project team allocated to this project.	Bidder to submit team structure and size of team that will be working on the project. Provide detailed CVs and proof of qualifications of team members working on the project. The team must include a Foreman, Safety Officer, and Project Manager. Foreman - Minimum of 5 years' experience as a Construction Foreman (5 Points) Safety Officer - Safety Management Accredited Qualification in Construction as a minimum qualification with minimum of 3 years' experience as a safety officer (5 points) Project Manager - Project Management qualification with a minimum 5-year project management experience in construction industry (10)	20	
Total			100

10.2 Stage 3 – PRICE AND SPECIFIC GOALS ALLOCATED POINTS

10.3 Awarding of Preference Points

Proposals that meet the minimum stipulated threshold for functionality will be evaluated based on preference points as described in the Preference Point System stipulated in the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The criteria for apportioned and weighted preference points for this tender are as per table # 9 below:

Table # 9: Preference Point Criteria

Preference Point Criteria		Points Allocation
1.	Price	80
2.	Specific Goals allocated Points	20
Total Points		100

10.4 Price

The price schedule must include a breakdown of the different disciplines and any other services and components listed in the scope of work. Refer to Appendix B.

- The Bidder must price all items.
- Prices are to include all costs with no unspecified cost to allow for a fair evaluation.
- Payment will be made based on the deliverables (proven progress) for the services rendered.

- Payment will only be made on the basis of invoices provided.
- Offer to be valid for 180 working days from the bid closing date.
- Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment. No correction ink is permitted in the document.
- All travel arrangements/transport cost to be made by the service provider.

10.5 Specific Goals

As indicated in Table 6, the Preference Claim Form (SBD 6.1) must be included in all bids submitted. This form is a claim form for preference points for Specific Goals contribution.

11 SUMMARY OF GENERAL PRINCIPLES

- Iziko will apply the 80/20 preferential points system.
- Iziko applies the provisions of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- The lowest or only proposal received will not necessarily be accepted.
- Iziko reserves the right to withdraw its decision to seek the provision of these services at any time.
- No discussions will be held with any bidder before the Bid Adjudication Committee has adjudicated the bid. Any subsequent discussions will be at Iziko's discretion.

12 REASONS FOR DISQUALIFICATION

Iziko may disqualify any proposal for any one or more of the following reasons:

- A bidder submits a proposal late;
- A bidder submits a proposal via facsimile or e-mail;
- A bidder submits incomplete documentation and/or information as per the requirements.
- A bidder submits fraudulent, factually untrue, or inaccurate information and
- A bidder has not provided confirmation/proof of insurance

Any such disqualification may take place without prior notice to the applicable bidder.

13 FORMAL CONTRACT

The proposal and appended documentation, all completed and read together, form the basis for a formal agreement to be negotiated and concluded in a formal contract between Iziko and the preferred bidder. **A JBCC 6.2** contract will also be attached.

A mere offer and acceptance shall not constitute a formal contract for any purpose between Iziko and the preferred bidder.



MRS. FAHRNAAZ JOHADIEN
 DIRECTOR CUSTOMER SERVICES



MS RONELL PEDRO
 CHIEF FINANCIAL OFFICER

24/5/2024
 DATE

24/5/2024
 DATE



DR BONGANI NDHLOVU
ACTING CHIEF EXECUTIVE OFFICER

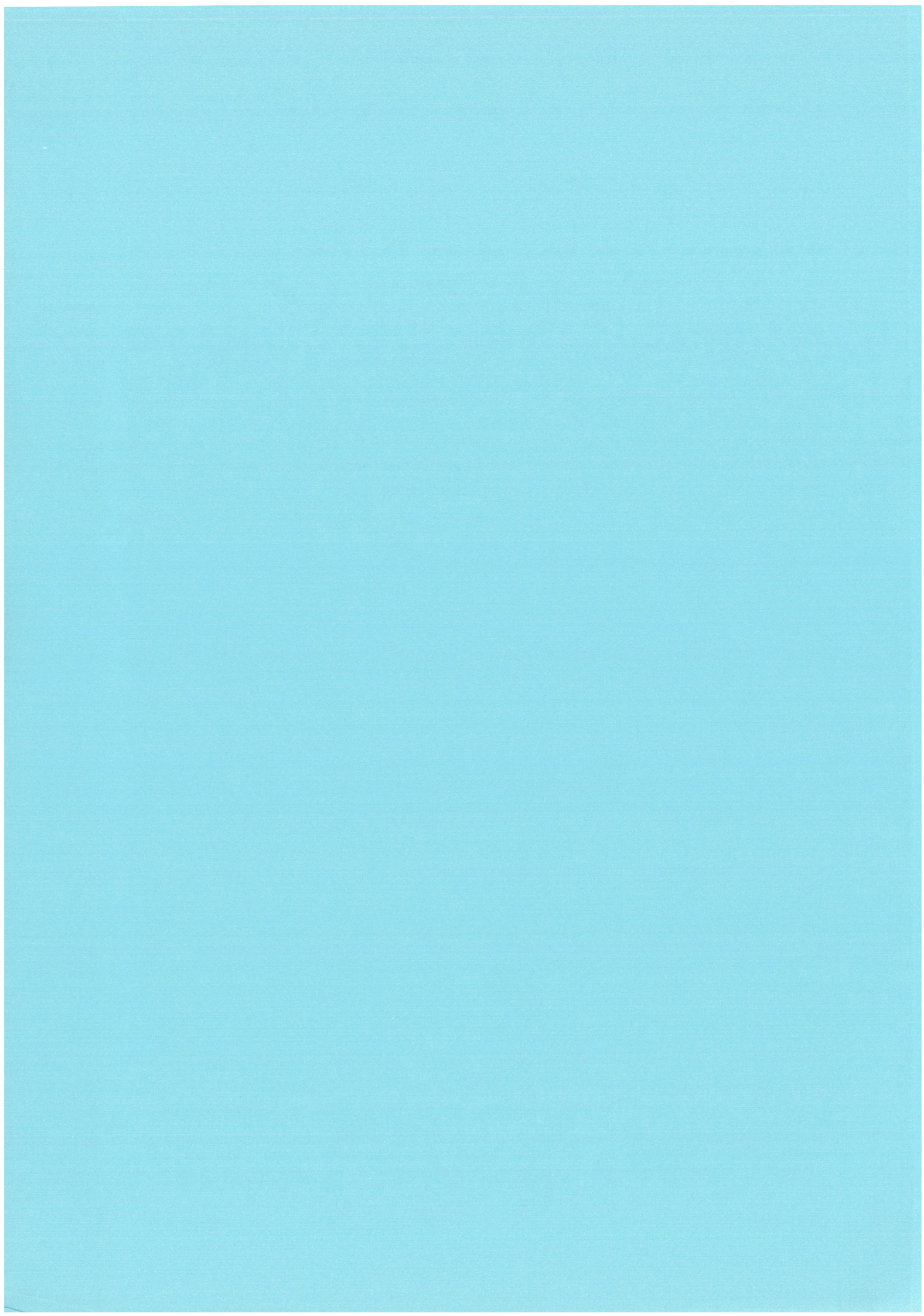
24 / 5 / 24
DATE

THE FOLLOWING DOCUMENTATION IS ATTACHED TO BE READ IN CONJUNCTION WITH THIS BRIEF.

APPENDIX A: Table of Contents detailing documents for each of the eight buildings as follows:

- Architectural Specifications and Drawings
- Structural Engineering specifications
- Bill of Quantities
- Electrical specifications, where applicable
- Electronic specifications, where applicable
- HVAC specifications, where applicable
- Fire protection specifications, where applicable
- Wet services specifications, where applicable

APPENDIX B: Pricing Schedule for all buildings



WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

Iziko Museums of South Africa
(Employer)

AND

(Mandatory/Contractor)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

WRITTEN AGREEMENT

This is a written agreement between the (employer):

Name of EMPLOYER.....

and the (Mandatory):

Name of the MANDATARY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATARY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements of as contained in the documents attached hereto and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

NOTICE OF NON-COMPLIANCE

NOTICE OF NON-COMPLIANCE WITH AGREED HEALTH AND SAFETY REQUIREMENTS BY THE MANDATARY

Dear(Name of MANDATARY)

1. You are hereby notified that the health and safety requirements agreed upon in terms of the written agreement entered into between yourself and the company is not being complied with.
2. Details of non-compliance.

1.
2.
3.
4.
5.
6.
7.

3. You are to indicate in writing to the management of
..... of the reasons why you are in non-compliance
and what will be done to rectify the matter.

Signature of company representative:Date:.....

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993
(ACT 130 OF 1993)**

(Employer)..... has A legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned: _____

Registration No. / /

1. Contractor's registration number with the office of the Compensation Commissioner:
2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

Attach copy of receipt

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

IZIKO MUSEUMS OF SOUTH AFRICA

Physical Address	25 Queen Victoria Street Cape Town		
Postal Address	P O Box 61, Cape Town 8000		
Telephone No.	+27 21 481 3800		
Fax No.	+27 21 481 3993		
Signed at		Date	
Name		who warrants that they are duly authorised to sign	
Signature			

AS WITNESSED BY:	
Name	Signature
Name	Signature

AND

.....

Registration number			
Physical Address			
Postal Address			
Telephone No.			
Fax No.			
Signed at		Date	
Name		who warrants that they are duly authorised to sign	
Signature			

AS WITNESSED BY:	
Name	Signature
Name	Signature

THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS ATTACHED HERETO

1. INTERPRETATION In this agreement:- 1.1 clause headings are for convenience and are not to be used in its interpretation; 1.2 unless the context indicates a contrary intention:- 1.2.1 an expression which denotes:- 1.2.2 any gender includes the other genders; 1.2.3 a natural person includes a juristic person and vice versa; 1.2.4 the singular includes the plural and vice versa; 1.3 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:- 1.3.1 "confidential information" means all information which the receiving party may receive or acquire from the disclosing party, and includes, without limiting the generality of the term:- 1.3.1.1 information relating to the disclosing party's strategic objectives and planning for both its existing and future Information Technology needs; 1.3.1.2 information relating to the disclosing party's business activities, business relationships, products, services, customers and clients; 1.3.1.3 information contained in the disclosing party's software and associated material documentation; 1.3.1.4 technical, scientific, commercial, financial and market information, know-how and trade secrets; 1.3.1.5 data concerning business relationships, architectural information, demonstrations, processes and machinery; 1.3.1.6 plans, designs, drawings, functional and technical requirements and specifications; and 1.3.1.7 information concerning faults or defects in the disclosing party's systems, hardware and/or software or the incidence of such faults or defects; but excluding information or data which:- 1.3.1.8 is at the time of disclosure to the receiving party lawfully and without breach of any confidentiality obligations, within the public domain; 1.3.1.9 is, at the time of such disclosure, already within the possession of the receiving party, or it has been independently developed by the recipient; or 1.3.1.10 is obliged to be produced under order of a court or government agency of competent jurisdiction, or in terms of statute; provided that the onus shall at all times rest on the receiving party to establish that such information falls within the exceptions contained in clauses 1.3.1.8 to 1.3.1.10 inclusive and provided further that information disclosed in terms of this agreement will not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in a party's possession. 1.3.2 "the disclosing party" means any party who discloses information to the other party; 1.3.3 "the disclosing purpose" means the purpose or reason for which the parties have entered or will enter into discussions resulting in the disclosure of confidential information to each other, as set out in Schedule 1; 1.3.4 "the parties" means the parties to this agreement; 1.3.5 "the receiving party" means any party who receives or acquires the confidential information of the other party under any circumstances whatsoever; 1.4 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning	assigned to such words and expressions in such clause. 2. RECITALS 2.1 The parties wish to hold discussions for the disclosing purpose, during the course of which certain confidential and proprietary information will be disclosed. 2.2 The parties wish to record the basis on which they will honour and protect each other's confidential information. 3. RESTRICTIONS ON DISCLOSURE AND USE 3.1 The parties shall only use the confidential information for the specific purposes set out in the disclosing purpose. 3.2 In addition, both parties agree, insofar as they may be the receiving party:- 3.2.1 not to disclose, publish, utilise, employ, exploit or in any other manner whatsoever use the confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing party, which consent may be withheld in the sole and absolute discretion of the disclosing party; 3.2.2 they will restrict the dissemination of the confidential information to only those of their personnel who are actively involved in the disclosing purpose and then only on a "need to know" basis and they will initiate internal security procedures reasonably acceptable to each other to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof; 3.2.3 that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party hereby indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement. 4. TITLE The receiving party shall acquire no right, title or interest in any information disclosed to it by the disclosing party pursuant to this agreement. 5. STANDARD OF CARE The receiving party shall protect the confidential information of disclosing party in the same manner and with the same endeavour which a reasonable man would use to protect his own confidential information. Should the receiving party become aware of any unauthorised copying, disclosure or use of confidential information, it shall immediately notify the disclosing party thereof in writing and, without in any way detracting from the disclosing party's rights and remedies in terms of this agreement, take such steps as may be necessary to prevent a recurrence thereof. 6. RETURN OF INFORMATION 6.1 On Request. The disclosing party may at any time request the receiving party to return any material containing, pertaining to, or relating to the confidential information and may, in addition, request the receiving party to furnish a written statement to the effect that upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material. 6.2 Destruction. Alternatively to clause 6.1, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that such material has been destroyed.
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| <p>6.3 Compliance with request. The receiving party shall comply with a request in terms of this clause 6 within 3 (three) days of receipt of such request, or such shorter period as the disclosing party may demand, so long as this allows the receiving party adequate time to comply.</p> <p>7. DURATION
Notwithstanding termination of this agreement for any reason whatsoever, this agreement shall remain in force for a period of 5 (five) years after the date of termination.</p> <p>8. DOMICILIA AND NOTICES</p> <p>8.1 Addresses. The Parties hereby choose domicilium citandi et executandi ("domicilium") for all purposes under this agreement the addresses set out on the face of this document.</p> <p>8.2 Change of Address. Either party may give written notice to the other, change its domicilium to any other physical address in the Republic of South Africa and its telefax number to any other South African number, provided that such change shall take effect fourteen 14 (fourteen) days after delivery of such written notice.</p> <p>8.3 Deemed Receipt. Any notice to be given by either party to the other shall be deemed to have been duly received by the other party -</p> <p>8.3.1 if addressed to the addressee at its domicilium and posted by pre-paid registered post on the 10th day after the date of posting thereof, or</p> | <p>8.3.2 if delivered to the addressee's domicilium by hand during business hours on a business day, on the date of delivery thereof, or</p> <p>8.3.3 if sent by fax to the addressee on the first business day following the date of sending thereof.</p> <p>9. GENERAL</p> <p>9.1 Entire agreement. This agreement, together with the schedules hereto and the documents, records or attachments referred to herein or therein, constitute the entire agreement between the Company and Iziko museums of Cape Town in respect of the subject matter hereof.</p> <p>9.2 Variation. No amendment or modification to this agreement shall be effective unless in writing and signed by authorised signatories of both the Company and Iziko Museums of Cape Town.</p> <p>9.3 Waiver. No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.</p> <p>9.4 Applicable Law. This agreement shall be governed and construed according to the laws of the Republic of South Africa.</p> <p>9.5 Costs. Each party shall be responsible for its own legal and other costs relating to the negotiation of this agreement.</p> |
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SCHEDULE 1

DISCLOSING PURPOSE

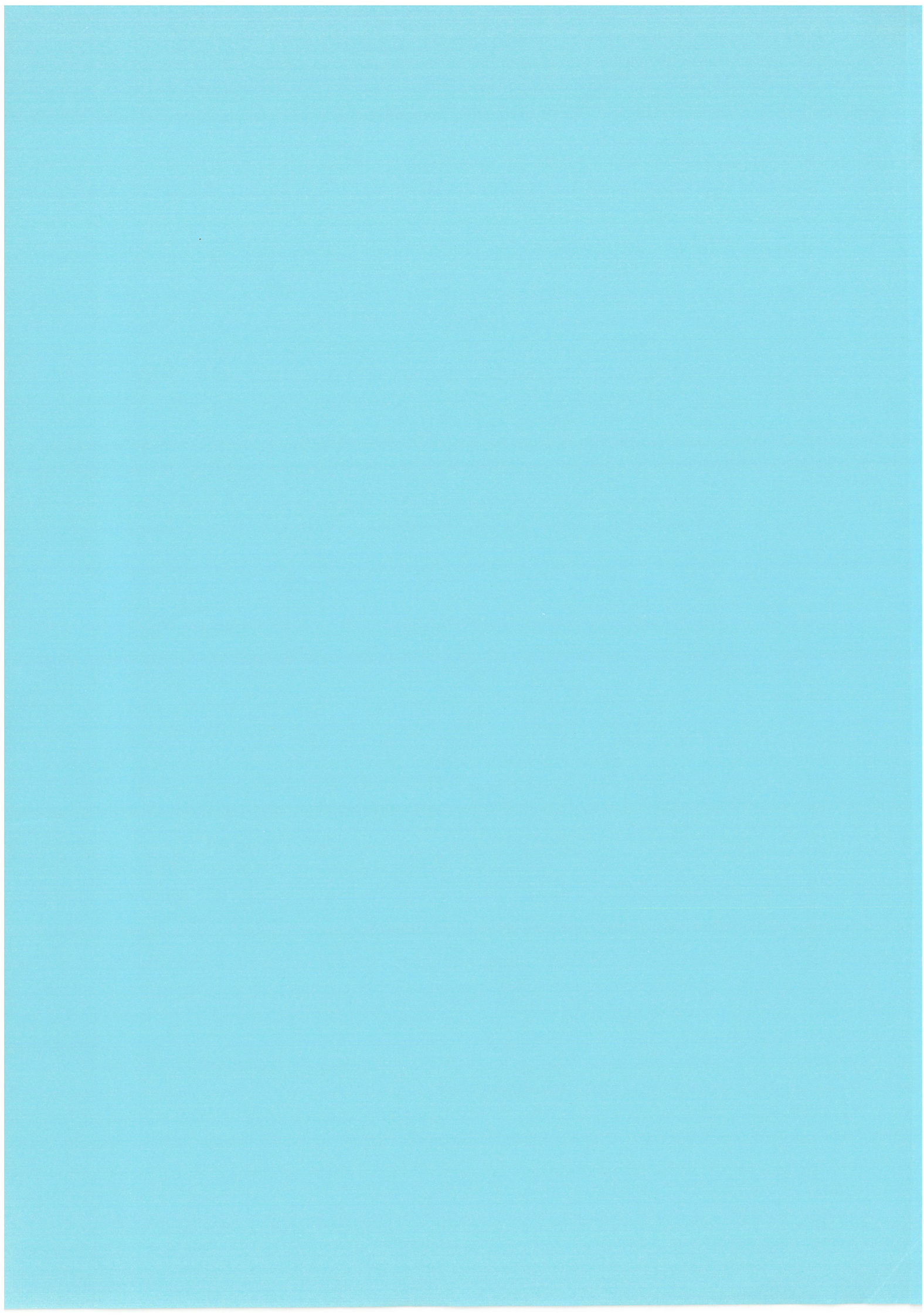
WITH REFERENCE TO:

NAME OF CLIENT:

DESCRIPTION OF SERVICES:

OUR REFERENCE NO:

THIS NON-DISCLOSURE AGREEMENT ENTERED INTO BETWEEN IZIKO MUSEUMS OF CAPE TOWN AND
 HOLD AS CONFIDENTIAL ALL INFORMATION WHICH THEY MAY RECEIVE FROM THE
 OTHER PARTY ("THE DISCLOSING PARTY") OR WHICH BECOMES KNOWN TO THEM DURING THE CURRENCY OF
 THIS AGREEMENT.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	SS/ROOF REPAIRS AND MAINTENANCE/05/2024	CLOSING DATE:	28 June 2024	CLOSING TIME:	11:00
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DESCRIPTION

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

25 Queen Victoria Street

Cape Town

8000

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	S.Oupa
TELEPHONE NUMBER	021 481 3889
FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	soupa@iziko.org.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	F. Johadien
TELEPHONE NUMBER	021 481 3988
FACSIMILE NUMBER	
E-MAIL ADDRESS	fjohadien@iziko.org.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

N/A

OR

CENTRAL SUPPLIER DATABASE No:

N/A – FOREIGN SUPPLIER

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TICK APPLICABLE BOX]

☐ Yes

☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **SS/ROOF REPAIRS AND MAINTENANCE/05/2024**

CLOSING TIME **11:00**

CLOSING DATE **28 June 2024**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
 7. Estimated man-days for completion of project
 8. Are the rates quoted firm for the full period of contract? *YES/NO
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

The Supply Chain Management
 Mr. Siphamandla Oupa
 021 481 3889
 soupa@iziko.org.za

Or for technical information –

The Director Support Service
 Iziko South African Museums
 021 481 3988
 fjohadien@iziko.org.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

SBD4

		an agency of the
		Department of Sport, Arts and Culture

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement

- with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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an agency of the
Department of Sport, Arts and Culture

.....

.....

Signature

Date

.....

...

Position

.....

Name of bidder
(Company Name)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of	• Proof of B-BBEE certificate; • Company Registration Certification • Identification Documentation. • CSD report		
Race are black persons (ownership)* More than 50% black ownership = 20 points Less than 50% black ownership = 10 points 0% black ownership = 0 points			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... .....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

