

BID NOTICE AND INVITATION TO BID

You are hereby invited to bid for the requirements of National Museum, Bloemfontein

BID NUMBER: NMSEC 001/25 **CLOSING DATE:** 27 June 2025
CLOSING TIME: 12:00

Description services: PROPOSAL FOR SECURITY GUARDING SERVICES TO THE NATIONAL MUSEUM FOR A PERIOD OF 36 MONTHS.

The successful bidder will be required to fill in and sign a written Contract.

Bid documents must be deposited in the bid box situated in the reception area at National Museum office, no. 36 Aliwal street, Bloemfontein during working hours (08h00-16h30). No bids are to be delivered at any other National Museum's office besides the office stipulated on the bid document. Bidders must ensure that they sign the submission register at the reception when delivering their bids and the bid document must be placed in the correct bid box.

THE CLOSING TIME WILL BE AS PER THE CLOCK AT THE NATIONAL MUSEUM RECEPTION.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must advise their couriers/drivers of the instruction above to avoid misplacement of bid responses. NM will not be held responsible for the misplacement of bid by bidders/courier/drivers.

- 1. All bids must be submitted on the original forms – (BIDDERS MUST NOT RE-TYPE THE BID DOCUMENT OR CONVERT FROM PDF FORMAT)**
2. This bid is subject to the General Conditions of Contract (GCC) and the special conditions of contract.

Bid Opening Procedure

There will be a public bid opening of the bids received on the **27 June 2025** immediately after the closing time. The bidders' name and BBBEE status will be read out to those who are present and results will also be published on the NM website. The financial offer envelope will not be opened at the public bid opening of the bids as NM can only open financial offers of bidders who reach the minimum threshold of 70 points on functionality evaluation stage. **The bidders' functionality and financial offer envelopes must be clearly marked with the Bid number, Project name and Bidder's name.**



an agency of the
Department of Sport, Arts and Culture

RFP	REQUEST FOR PROPOSAL FOR A SECURITY GUARDING SERVICES TO NATIONAL MUSEUM FOR A PERIOD OF 36 MONTHS. TENDER NO: NMSEC 001/25
ISSUE DATE	03 June 2025
CLOSING DATE	27 June 2025
CLOSING TIME	12h00

EVALUATION CRITERIA	THE 80/20 EVALUATION CRITERIA WILL BE APPLICABLE FOR THIS BID
DATE	NOT APPLICABLE
LOCATION ADDRESS	36 ALI WAL STREET, BLOEMFONTEIN CENTRAL, BLOEMFONTEIN, 9301
QUERIES CONTACT PERSON	Mr. G. Dlamini 051 447 9609 scm@nasmus.co.za

BRIEFING SESSION	Yes. Briefing session is not compulsory
VENUE	36 Aliwal Street
ISSUE DATE	17 June 2025
DATE TIME	12h00

Definitions of interpretation:

Clause headings are for convenience and are not to be used in its interpretation; Unless the context indicates a contrary intention and expression, which denotes:

- Any gender shall include the other genders;
- A natural person shall include a juristic person and vice versa; and
- References to clauses, schedules, parts, and sections are, unless otherwise provided, references to clauses, schedules, parts, and sections of the Conditions.

Meanings of expressions and words:

In the Conditions, the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning:

“Act” will refer to any Act in the Republic of South Africa referred to hereunder:

1. The Constitution of the Republic of South Africa, (Act 108 of 1996);
2. The Criminal Procedure Act, (Act 51 of 1977) as amended;
3. Preventing and Combating of Corrupt Activities Act, (Act 12 of 2004);
4. Minimum Information Security Standards (MISS);
5. Minimum Physical Security Standards (MPSS); 2009
6. Control of Access to Public Premises and Vehicles Act, (Act 53 of 1985) as amended read in conjunction with Government Gazette Notice 1094 of 24 May 1991;
7. The Arms and Ammunition Act, (Act 75 of 1969) as amended;
Protection of Information Act, (Act 84 of 1982) as amended;
8. Promotion of Access to Information Act, (Act 2 of 2000);
9. The Trespass Act, (Act 6 of 1959) as amended;
10. Electronic Communications and Transactions Act, (Act 25 of 2002);
11. Electronic Communications Security Act, (Act 68 of 2002)
12. Fire-Arm Control Act, (Act 60 of 2000) as amended;
13. Dangerous Weapons Act, (Act 15 of 2013)
14. Drugs and Drug Trafficking Act, (Act 140 of 1992)
15. Private Security Industry Regulatory Authority (Act 56 of 2001) as amended;(PSIRA)
16. “Authorized Officer” means any person authorized by the owner of any public premises or any public vehicle to act in terms of the provisions of section 2;
17. “Occupational Health and Safety Act, (85 of 1993) as amended” To provide for the health and safety of persons at work and/or members of the public and/or contractors.

18. "ISO 9001/2" The norm/quality of the security service to be rendered and Quality Management and Assurance.
19. "Dangerous object" means any explosives or incendiary material, any explosive or incendiary device, any fire-arm, any gas, material, weapon or other article, object or instrument which may be employed to cause bodily harm to a person, or to render a person temporarily paralyzed or unconscious, or to cause damage to property, as well as anything the Minister make by notice in the Government Gazette declared to be a dangerous object for the purpose of this Act.
20. "Public Premises" means any premises/site(s), structure, hall, room, office, convenience, land, enclosure, or water surface which is the property of, or is occupied or used by, or is under the control of, the Museum or a statutory body, and to which a member of the public has a right of access, or is usually admitted or to which he may be admitted;
21. "Contract" means the agreement entered into between the Museum and the Service Provider;
22. "Firearm" means any semi-automatic pistol, shotgun, rifle or assault rifle;
23. "Service provider" means the Security service provider responsible for the provision of guarding service and all of its employees;
24. "Uniform" means any clothing including trousers, skirts, shirts, shoes, boots, belts, socks, insignia, overcoats, wind breaker and cap;
25. "Safety and Protective Clothing" means bullet proof vests and reflector jackets;
26. "Security Aids" means handcuffs, batons, pocket books, hand held radios, hand held metal detectors, pens, flashlights and permit.
27. "Articles" includes but is not limited to the following: documents, parcels, mail, flowers, containers, chemicals, foods and cash;
28. "Emergencies" means any alarm condition and/or fire, bomb threat, earthquake, armed robbery, armed attack, hostage situations, strike, demonstrations and picketing, riot, labour unrest, public upheaval, flood, lightning strike, explosion, load shedding, physical attack on members of the public, contractors and employees of the Museum.
29. "Hours of business" as indicated by the Museum Manager/Representative;
30. "BAC" means Museum`s Bid Adjudication Committee;
31. "Supervisor" means Director, Member, Owner, Management, Area Manager and Managing Director;
32. "Inspection" means Security personnel **must be** inspected twice (x2) per day shift and twice (x2) per night shift by an offsite inspector, supervisor and/or manager.

1. PURPOSE

To appoint a Service provider for the rendering of security (guarding) services at the National Museum, no. 36 Aliwal Street, Bloemfontein; and Oliewenhuis Art Museum, no 16 Harry Smith Street, Bloemfontein for the period of thirty-six (36) months in Free State Province.

2. DURATION AND CONDITIONS OF THE TENDER

2.1 Duration:

- (a) The duration of the contract will be for a period of thirty-six months from date of appointment.
- (b) The successful tenderer shall be obliged to sign a Service Level Agreement (SLA) immediately after the tender is awarded.

3. CONDITIONS

3.1 Tenderers shall provide the National Museum with the following information:

See paragraph 5

3.2. Briefing Session

A non- compulsory site meeting will be held at the National Museum; No: 36 Aliwal Street, Bloemfontein on 17 June 2025 at 12h00.

4. Operational Conditions

4.1 SPECIFICATION

Item	Description
1 x Day guard GRADE C National Museum 36 Aliwal Street	Monday to Saturday (excludes public holidays) Shift: 06h00 to 18h00. The National Museum is only open Monday to Saturday and is not open on public holidays. Deployed guards Must have minimum grade C and matric. No criminal record. Only South African citizens

1 x Day guard GRADE C Oliewenhuis Art Museum	Monday to Sunday including public holidays. Shift: 06h00 to 18h00. The Art Museum is open 7 days a week including public holidays. Monthly costs. Must have minimum grade C and matric No criminal record. Only South African citizens
1 x Night guard GRADE C Oliewenhuis	Monday to Sunday including public holidays. Shift: 18h00 to 06h00. The Art Museum is open 7 days a week including public holidays. Monthly costs. Armed Patrol guard. Must have minimum grade C and matric. Firearm license. The Museum is closed at night. No criminal record. Only South African citizens
Other costs	Provide detail.

5. MANDATORY BID REQUIREMENTS

Each bidder will be evaluated by a panel based on compliance with requirements and submission of required documents as instructed/requested in the table below.

Failure to comply will result in disqualification of the bidder prior to conducting functionality evaluation. Proof of registration with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid. **Please mark with a cross in the relevant block where applicable.**

5.1 Documents required	Comply	Do not comply	Comment
5.1.1 A copy of Valid Private Security Industry Regulatory Authority certificate in the name of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014. The Museum will verify all			

information of the preferred bidder after evaluation			
5.1.2 A copy of a Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company and/or Close Corporation. The Museum will verify all information of the preferred bidder after evaluation			
5.1.3 Valid letter of good standing from Compensation for Occupational Injuries and Diseases (COIDA) Act from the Department of Labour in the name of the Company and/or Close Corporation.			
5.1.4 Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company and/or Close Corporation.			
5.1.5 Proof of insurance (liability cover) to the amount of 1 million rand in the name of the Company and/or Close Corporation valid for the calendar year.			
5.1.6 Technical Proposal A technical proposal which addresses how the bidder will fulfil the technical requirements of this bid. Bidder should pay close attention to how the Museum will evaluate the technical proposal which details are contained in this bid.			
5.1.7. Proof of location of offices and control room in Mangaung. The security company must have established offices and control room in Mangaung If bidder owns the property, provide a copy of the latest municipal rates certificate; or If bidder is leasing, a copy of the valid lease agreement for 2025 if the bidder is leasing. A site visit will be conducted to the office of <u>preferred bidder/s</u> to confirm if they do in fact have a fully functional office with a control room in Mangaung.			
5.1.8. Reference letters from Mangaung based companies			

A minimum of 3 copies of either reference letters/purchase orders/ appointment letters from Mangaung based clients to show that you are successfully operating and providing good service in the Mangaung area. Reference letters/ purchase orders or appointment letters must be on the company letter head signed by a senior person with clear contact numbers. Reference letters from non-Mangaung based clients will not be accepted.			
5.1.9 Completed and signed SBD1 – Invitation to Bid			
5.1.10 Completed and signed SBD3.3 – Pricing Schedule (Professional Services)			
5.1.11 Completed and signed SBD 4 – Bidders Disclosure			
5.1.12 Completed and signed SBD6.1 –Preferential Points Claim Form			

5.3 COMPULSORY INSPECTION OF THE HEAD QUARTERS

The National Museum will conduct inspection at bidder local office or premises of the preferred bid to determine existence of and validity of information supplied in the tender documents. The site visit will also validate the capacity and capability of the preferred bidder to provide the service required.

6. PERSONNEL

The service provider must provide the security personnel required for the successful rendering of the service, as follows:

- 6.1 Grade C; Security Officers to execute access, egress control and Patrols around the premises. Security Officers must be South African citizens with a clear criminal record.
- 6.2 Management Directors, Owners and Members (Security Officers Grade A or B) will exercise direct control over all Security Officers.
- 6.3 Under no circumstance shall the Service Provider deploy illegal foreign nationals at the National Museum and Oliewenhuis Art Museum premises. If the Museum establishes that illegal foreign nationals are employed with and/or form part of the

service rendered at its premises, the service will be terminated with immediate effect.

7. PERSONNEL COMPETENCIES

The service provider is to render the Security Service employing qualified Security Officers that possess competencies and skills as described below:

7.1 Technical and Behaviour Skills

- 7.1.1 Trained and accredited (according to the Grade as specified in the PSIRA Act);
- 7.1.2 Access Control Systems (Act 53 of 1985, Act on Access Control to Public Premises and Vehicles);
- 7.1.3 Guarding and Patrolling (ISO Standards);
- 7.1.4 CCTV camera monitoring (where applicable);
- 7.1.5 Report writing
- 7.1.6 Search procedures (as specified in the relevant Act);
- 7.1.7 Gathering of relevant information and establish facts; and
- 7.1.8 First Aid and Fire fighting.

7.2 Security Officers: (Grade C & B)

- 7.2.1 Security Officers must have at least Grade 12/ and/or equivalent qualification;
- 7.2.2 Security Officers must be able to communicate, read, and write in English and/or commonly spoken language of the respective area;
- 7.2.3 Security Officers may not be younger than 18 years of age, unless otherwise specified in any legislation.
- 7.2.4 Security Officers must have knowledge of Occupational Health and Safety Act (OHSA).
- 7.2.5 Security Officers must be adequately trained in security procedures, fire equipment, customer service, use of all security related equipment such as radio communication etc.,
- 7.2.6 Security Officers must be registered with the Private Security Industry Regulatory Authority, proof of which must be supplied on request; and
- 7.2.7 Security Officers must have undergone customer relations training.

7.3 Leadership Skills

- 7.3.1 Ability to lead and provide direction,
- 7.3.2 Alert and observant,
- 7.3.3 Problem solving,
- 7.3.4 Communication skills (written and verbal),

- 7.3.5 Conflict resolution,
- 7.3.6 Presentation skills

7.4 Management skills

- 7.4.1 Understand and apply general management principles;
- 7.4.2 Identify competencies required to support organizational development;
- 7.4.3 Ensure the provision of adequate training and support as required
- 7.4.4 Provide constructive feedback;
- 7.4.5 Provide mentoring and/or coaching to support organizational development;
- 7.4.6 Encourage learning and development;
- 7.4.7 Possess effective communication and interpersonal skills;
- 7.4.8 Ability to identify and evaluate team dynamics and respond to interpersonal
- 7.4.9 Interact sensitively, effectively and appropriately with persons of diverse cultural backgrounds.

8. DUTIES OF SECURITY OFFICERS ON SITE

8.1 The Security Officers shall be responsible for the following duties:

- 8.1.1 Perform Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) at the National Museum and Oliewenhuis Art Museum; main vehicle gate, the parking and main entrance into the office building.
- 8.1.2 Perform routine patrol in order to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 8.1.3 Protect the state property on the site against theft, fire, vandalism armed attack, hostage and any acts of criminality that may be detrimental to Museums.
- 8.1.4 Protect officials, visitors and clients against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- 8.1.5 Vehicle entrances: Control the flow of vehicles to and from the premises as prescribed. Only personnel, visitors, authorized service providers, delivery vehicles and administration vehicles are allowed through these entrances and proper records of all vehicle movements are to be maintained and be readily available for inspection by the Museum's.
- 8.1.6 React to any kind of emergencies within the premises.
- 8.1.7 Ensure that security registers are kept neat at all times.
- 8.1.8 The agreed number of Security Officers must be deployed at all times, 24hours a day, seven days per week where applicable (Oliewenhuis Art Museum).

- 8.1.9 Report to Museum's Caretaker any unsafe act that is likely to endanger lives, safety and wellbeing of the Museum's personnel, visitors, contractors and clients visiting the premises.
- 8.1.10 Regulate parking at Oliewenhuis Art Museum. Security must not solicit or do anything to compel visitors to pay parking tips;
- 8.1.11 Attend training as and when required.

9. KEY OBLIGATIONS:

Whilst performing access and egress control, the service provider shall ensure that:

- 9.1 No property of the Museum's is removed from the premises without a proper authorization document issued and signed by a person delegated by the management of the Museum's on the premises;
- 9.2 No dangerous weapons (firearms, knives etc.) are brought onto the premises.
- 9.3 Any dangerous object declared must be handed to a Security Officer for safe keeping in a locked firearm safe;
- 9.4 If no secure storage facilities are available, the owner of the dangerous weapon/object must be referred to the nearest South African Police Service (SAPS) station for safekeeping of such object;
- 9.7 The service provider will have to deploy security personnel at the main entrance gate for the purpose of access control into the premises.
- 9.8 The service provider will have to deploy security personnel at the parking for the purpose of access control into the parking area.
- 9.9 The entrances have the function of receiving and dispatching of goods and articles, receiving and dispatching of staff members, receiving and dispatching of visitors as well as receiving and dispatching of vehicles and are not to be used for any other purpose.
- 9.10 Under no circumstances will any security personnel be allowed to trade on the premises.

10. ROAMING PATROL DUTIES (PREMISES)

- 10.1 Roaming patrol duties shall be conducted in the premises for detecting any intrusion and/or general observation of the premises. Roaming patrols are to be supported by the reaction unit during emergencies.
- 10.2 The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external

- perimeters and sidewalks.
- 10.3 Patrols are to be carried out to identify report and respond to irregularities observed. All such incidents are to be properly recorded in pocketbooks and reported accurately in the Electronic Occurrence Register and Manual Occurrence Register.
 - 10.4 Patrolling routes are to be established and followed as instructed by the Museum. The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks;
 - 10.5 Emergencies: the service provider shall assist the Museum's with development, practicing, implementation, and deployment of the emergency planning and event management (e.g. evacuations procedures and other official functions). In the event of an emergency, Manager/Representative must be informed immediately even after hours.

11. LABOUR UNREST INCIDENTS

Labour unrest refers to incidents where the Museum's personnel or personnel of the service provider engage in strikes, picketing, unrest and or intimidation.

11.1 Labour unrest at the premises/sites:

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, local, national disaster or any other cause beyond the control of the service provider, the parties must come to an agreement on the methods that will be used to ensure continuation of the security service;

- 11.2 When the service is interrupted because of labour unrest or labour dispute by the Security Officers of the service provider, the Museum will have the right to terminate the contract immediately and/or obtain the services of another Security service provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that Museum may have; and,
- 11.3 The Museum reserve the right to require from the service provider without furnishing any reasons, that any of his/her employees be replaced, in which case, the employee must leave the site immediately. The Museum will not be held liable for any damages or claims, which may arise because of this and is indemnified by the service provider against any such claims and legal expenses.

12. JOB DESCRIPTION

- 12.1 The service provider shall develop and make available a clear job description for the site under his control.
- 12.2 Security officers must acknowledge receipt of, and acquaint themselves with and sign off a copy of all job descriptions for the site under their control.
- 12.3 A copy of the job description must also be kept at all duty points and the Service Provider's Head Quarters.

13. CODE OF CONDUCT FOR SECURITY OFFICERS

- 13.1 They must present an acceptable image/appearance, which implies, *inter alia*, that they may not sit, lounge about, smoke, read any magazines or newspapers, eat, or drink whilst attending to people or clients.
- 13.2 They must not use cell phones (chatting) and earphones whilst performing official duty;
- 13.3 They must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply *inter alia*, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- 13.4 They must be physically and mentally fit for the execution of their duties;
- 13.5 They must be neatly dressed and in full uniform during the performance of their duties
- 13.6 Personal hygiene must be maintained at all times;
- 13.7 They must not consume alcohol or take any illegal substance that is intoxicating whilst on duty and/or before reporting for duty;
- 13.8 They must sign an undertaking and declare that they will refrain from any action, which might be to the detriment of the Museum.
- 13.9 They are prohibited to at their own discretion, read documents or records in offices of the Museum other than those in their line of duty or for the necessary handling thereof.
- 13.10 The contact person at the Museum will be the senior caretaker.

14. UNIFORM

The **service provider** shall ensure that each member of his/her security personnel on duty will **at all times** be fully equipped in respect of the following:

- 14.1 A neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats, **no other clothing, other than the prescribed uniform, will be allowed.**
- 14.2 Clear identification card of the company with the member's photo, identity and file number on it, as well as PSIRA card must be worn conspicuously on his/her person at all times.
- 14.3 Safety and protective clothing, and reflector jackets must be provided as and when needed.

15. **REGISTERS**

The service Provider shall ensure that the following registers are kept in the Guard hut at all times:

15.1. **Visitors register**

The purpose of visitor's register is to have information available at all times regarding persons entering and leaving the premises within a specific period. Register should be kept clean and neat all times. These register forms must be completed correctly and legibly by the security guard/officer on duty whenever a visitors enters or leaves the premises of Museum.

The guard at main entrance at Oliewenhuis Art Museum will be responsible for issuing parking tickets Museum.

15.2 **Pocket book**

The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.

15.3 **Staff after hours register**

The purpose of this register is to ensure that any person entering or leaving the premises after official hours signs in before entering the premises. For that purpose, after hours will be regarded as any time outside official working hours (during weekends, night, holidays and any time after 17H30.

15.4 **Occurrence Book**

The purpose is to record all incidents happening at the site during official hours and afterhours. It also serves to records patrols undertaken by the guards on duty.

15.5 Firearm Register

The purpose of this register is to record all firearms being brought in and out of the premises.

15.6 Official Vehicle register

The purpose is to record all vehicles entering and leaving the premises. Only official vehicles are recorded in this register.

15.7 Private and Delivery Vehicles register

The purpose is to record all private and delivery vehicles entering and leaving the premises.

15.8 Lost and found items register

The purpose is to record all lost and found items found with the premises.

15.9 Information register

The information register plays an essential role regarding communication of security matters, particularly for shift workers. Instructions, incidents and any other matters are recorded in the book so that shift-workers can receive messages.

All registers remain properties of the Museum and the Service Provider is required to keep in his Head Quarters, all registers provided by him for a minimum period of 36 months after expiry of the contract.

16. WAGES AND SALARIES

The Service Provider is required to pay Security Officers prescribed minimum wages in line with Sectoral Determination 6 of Private Security Industry Regulatory Authority. The Museum reserves the right to ascertain compliance in that regard.

17. GENERAL REQUIREMENTS

The tenderer must submit a recent clearance certificate obtained from SAPS Criminal Record Centre, (at his/her own expense) to the Museum in respect of all personnel

he/she supplies to render the service, within a month (30 days) after commencement of the service.

18. CONTACT WITH MUSEUM'S REPRESENTATIVE

- 18.1 The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Museum's Representative who in turn will inform Top Management.
- 18.2 A meeting, where formal discussions can be held between the Museum's Representative and Contractors Supervisor/Manager or Contractor himself/herself, must be held at **least once a month or when the need arise**. Minutes of the meeting must be kept by the Museum.

19. PRICING SCHEDULE FOR GUARDING AND SERVICES

- 19.1 It must be noted that the bid price must be inclusive of all costs.
- 19.2 Bidders are requested to submit their price quotes, which require prices to be quoted on a fixed price basis for the duration of the contract.
- 19.3 Bidders must show annual cost for 2025/26; 2026/27 & 2027/28 and indicate price escalation percentage

Item	Description	Monthly Price including VAT (Year 1)	Monthly Price including VAT (Year 2)	Monthly Price including VAT (Year 3)
1 x Day guard GRADE C National Museum 36 Aliwal Street	Monday to Saturday (excludes public holidays) Shift: 06h00 to 18h00. The National Museum is only open Monday to Saturday and is not open on public holidays. Deployed guards Must have minimum grade C and matric. No criminal record. Only South African citizens	R	R	R

1 x Day guard GRADE C Oliewenhuis Art Museum	Monday to Sunday including public holidays. Shift: 06h00 to 18h00. The Art Museum is open 7 days a week including public holidays. Monthly costs. Must have minimum grade C and matric No criminal record. Only South African citizens	R	R	R
1 x Night guard GRADE C Oliewenhuis	Monday to Sunday including public holidays. Shift: 18h00 to 06h00. The Art Museum is open 7 days a week including public holidays. Monthly costs. Armed Patrol guard. Must have minimum grade C and matric. Firearm license. The Museum is closed at night. No criminal record. Only South African citizens	R	R	R
Other costs	Provide details.	R	R	R

TOTAL COST INCL VAT FOR 3 YEARS

R

20. PAYMENTS

PRO-RATA DECREASE OF PAYMENT (General Conditions of Contract (GCC),

- 20.1 It must be noted that the Museum only pay for the service rendered.
- 20.2 Payment for the services rendered shall be made directly into the service providers' bank account, within thirty (30) days after receipt of the original invoice.
- 20.3 All amounts payable in terms of this Agreement shall be inclusive of VAT. The service provider shall provide the Museum with proof of registration as VAT vendor.

21. TERMINATION OF SERVICE

- 21.1 The stipulations of the General Conditions of Contracts and procedures apply in particular to cases of failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.
- 21.2 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Representative of the Museum.
- 21.3 Should the contractor alienate his rights and liabilities in terms of this contract, he/she should notify the Museum immediately so that the necessary steps for the cease of the contract can be taken.

22. EVALUATION CRITERIA

The evaluation of bids shall be based on three dimensions as follows:

- 22.1 Pre-screening based on full conformance to Mandatory Bid requirements
- 22.2 Functionality
- 22.3 Preferential procurement of 80/20 regulation of 2022 as follows;

Price points	80
Specific goals	20
Total	100 points

Preferential Procurement calculation 80/20, whereby 80 is for price and 20 points for goals per the PPPFA 2022

Preference Point System

In accordance with the Preferential Procurement Regulations of 2022, NM has determined the following specific goals for which preference points will be awarded:

Goal 1: Broad-Based Black Economic Empowerment

Section 10 of the B-BBEE Act enjoins every public entity to take into account and apply the B-BBEE Codes of Good Practice in determining and implementing a preferential procurement policy. NM will thus award preference points to suppliers based on their B-BBEE specific preferential goals.

Goal 2: Empowerment of Local Businesses

NM is located in the Free State, a rural province on the margins of economic activity. In an effort to develop and empower local businesses based in the Free State, NM will award preference point to suppliers based in the Free State.

Goal 3: Youth Empowerment

Youth participation in the economy is crucial for the growth and development of the South African economy, but their participation has been limited by several factors. One of the main challenges for youth has been the high levels of unemployment. The unemployment rate for young people in South Africa is much higher than the national average, which makes it difficult for them to enter the labour market and participate in the economy.

In an effort to empower youth and encourage their participation in the economy, NM will award preference points to businesses which are at least 51% owned by youth.

Goal 4: Women Empowerment

Women participation in the economy is crucial for the growth and development of the South African economy, but their participation has been limited by several factors. For women, the challenge has been unequal access to economic opportunities, including education, training, and employment. Women in South Africa often face discrimination and gender-based violence, which can limit their ability to participate in the economy. Additionally, women tend to be concentrated in low-paying, informal sector jobs, which offer little security and limited opportunities for advancement.

In an effort to empower women and encourage their participation in the economy, NM will award preference points to businesses which are at least 51% owned by women.

Goal 5: Empowerment of People with Disabilities

People with disabilities face significant barriers to participating in the South African economy. According to the World Bank, about seven million South Africans have some form of disability, and they are more likely to experience poverty and unemployment compared to those without disabilities.

People with disabilities often face discrimination in the labour market and have limited access to education, training, and employment opportunities. They may also face physical and attitudinal barriers, making it difficult for them to fully participate in the economy.

In an effort to empower people with disabilities and encourage their participation in the economy, NM will award preference points to businesses which are at least 51% owned by people with disabilities.

Points awarded for each goal

Preferential points will be awarded as per below scoring:

CRITERION	80/20	90/10
B-BBEE Status	4	2
Businesses Based in the Free State	4	2
Ownership by Youth	4	2
Ownership by Women	4	2
Ownership by People with Disabilities	4	2
	<u>20</u>	<u>10</u>

B-BBEE Status Points will be awarded as per below:

B-BBEE STATUS	80/20	90/10
	0	0
Level 1	4	2
Level 2	3	1.5
Level 3	2	1
Level 4 and below	1	0.5
Non-compliant	0	0

Ownership Points for Youth, Women, and People with Disabilities will be awarded as per below:

OWNERSHIP	80/20	90/10
Above 50%	4	2
Above 40%	3	1.5
Above 25%	2	1
Above 10%	1	0.5

Proof of claim

Bidders must submit valid proof of claim for any of the above criteria as stipulated in the bid documents. Failure to submit proof of claim will not disqualify a bid but will result in points not being awarded for any criterion for which proof of claim has not been submitted or is invalid.

- 22.4 The Museum's panel will evaluate the proposal received according to a set of evaluation criteria;
- 22.5 In respect to the evaluation matrix, the prospective service bidders will be rated from 1 to 5 in that: 1 = non responsive, 2 = poor, 3 = average, 4 = good, 5 = excellent;
- 22.6 Bidders that fail to acquire minimum 70% points; required for further evaluation in respect of functionality compliance as prescribed in preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000); will be regarded as non-responsive and will not be evaluated further;
- 22.7 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria;

Below are the evaluation criteria to assess functionality/ quality

TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

The Bidder must prepare a written proposal which must accompany the bid dealing with the following technical/ functionality criteria

CRITERIA	1	2	3	4	5	WEIGHT	TOTAL
EXPERIENCE AS A SECURITY SERVICE PROVIDER <p>The bidder's technical proposal must show that they are an established company in Mangaung with 10 or more years of experience providing security services. Relevant experience in the security industry will be calculated with reference to copies of existing or previous contract/ purchase order or appointment letter from the entities a service is/was rendered. Please note that different contracts that run concurrently will be accounted for as one in years of experience. Only Mangaung based references will count.</p> <ul style="list-style-type: none"> 1- The Company has Less than 5 years of experience in Mangaung 2- The Company has Less than 8 years of experience in Mangaung 3- The company has 10 years of experience in Mangaung 4- The company has more than 10 years of experience in Mangaung 5- The company has more than 12 years of experience in Mangaung 						30	
CAPACITY OF BIDDER: SKILLED STAFF <p>The bidder's technical proposal shows that they have established and skilled staff based in their Mangaung office</p>						25	

with sufficient management capacity to service the contract. No need to attach CVs. A high-level profile including details of security qualifications of staff who will work on this assignment is all that is required.							
CAPACITY OF BIDDER: RESOURCES The bidder's technical proposal must show that they have enough resources, for example motor vehicles, control room, website, policies, ongoing staff training etc.						25	
FINANCIAL CAPACITY TO SHOW ABILITY AS A GOING CONCERN A copy of the last Financial Accountability Supplement (FAS) or the Annual Financial Statements (AFS) filed with the CIPC. 1- No financials submitted 2- Financials submitted but company expenses exceed income or has going concern issues 3- The company makes a profit of less than R100k 4- The company makes a profit of more than R 100k 5- Company makes a profit of more than R 200k						20	
Total points						100	

Minimum threshold = 70 points

23. CLOSING DATE AND TIME

Closing date: **27 June 2025 at 12H00.**

24 CONTACT PERSONS

GENERAL AND TECHNICAL ENQUIRIES RELATING TO THIS BID MAY BE DIRECTED TO:

The National Museum No: 36 Aliwal Street Bloemfontein, attention:

Supply Chain Manager
Phone: (051) 447 9609
E-mail address: scm@nasmus.co.za

25. ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions of this bid have been read, understood and accepted. For and on behalf of the Bidder:

.....

_____	_____
Bidder's Name & Surname:	Designation

_____	_____
Signature of Bidder:	Date:

_____	_____
Signature of the Witness	Date

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL MUSEUM BLOEMFONTEIN)

BID NUMBER:

CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:.....P.O. Box 266, Bloemfontein, 9300

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

36 Aliwal Street, Bloemfontein
9301

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

The bid box is generally open 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:

Contact Person:

Tel:

Fax:

E-mail address:.....

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: SCM Manager

Tel: 051 447 9609

Fax 051 447 6273

E-mail address:...scm@nasmus.co.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.....

CLOSING TIME:..... CLOSING DATE:.....

OFFER TO BE VALID FOR**90**.....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 –

Supply Chain Manager
National Museum Bloemfontein
TEL: 051 447 9609
email scm@nasmus.co.za

NASMUS SBD4

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 the table below.

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.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the **National Museum, Bloemfontein**? **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 of shareholding

3.1 Are any of the bidder’s directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, designated as youth, women, and/or people with disabilities? **YES/NO**

3.1.1 If so, furnish particulars of the names, individual identity numbers, sex, shareholding and, if applicable, disability of sole proprietor/ directors /

trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Sex	Disability	Shareholding %

4 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:

- 4.1 I have read and I understand the contents of this disclosure;
- 4.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 4.3 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.
- 4.4 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.

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.

- 4.5 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.
- 4.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the **National Museum, Bloemfontein** 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.
- 4.7 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, 3 and 4 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.

Signature

Date

Position

Name of Bidder

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)		8		
Women		4		
Youth		4		
People with disabilities		2		
Implementation of RDP goals (The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province)		2		

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:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, 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.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
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SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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