

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON MANDELA MUSEUM FOR A PERIOD OF THREE (3) YEARS.**



**NELSON MANDELA MUSEUM**

**CONTRACT No. NMM-2025-01**

**FOR**

**PROVISION OF SECURITY SERVICES FOR THE NELSON MANDELA MUSEUM SITES BHUNGA BUILDING (MTHATHA), YOUTH AND HERITAGE CENTRE (QUNU) AND INFORMATION CENTRE (QUNU) FOR A PERIOD OF THREE (3) YEARS.**

**CLOSING DATE: 16 March 2026**

**CLOSING TIME: 12:00**

**PREPARED BY**

**NELSON MANDELA MUSEUM**

Corner Owen Street and Nelson Mandela Drive

MTHATHA

5099

**1. General Information for Bidders**

This invitation for bids is issued by Nelson Mandela Museum (NMM), an agency of the Department of Sport, Arts and Culture. NMM will determine which bid participant, if any, is appointed in response to this request for submission of proposals for the **provision of security services for the Nelson Mandela Museum at Bhunga Building (Mthatha), Youth & Heritage Centre (Qunu) and Information Centre (Qunu) for a period of three (3) years.** All decisions in this regard will be absolute and final.

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## 1.1. General Terms

This tender is issued in terms of the Public Finance Management Act No.1 of 1999, as amended by Act 29 of 1999(PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2022 (PPR), Public Administration Management Act 11 of 2014 and Supply Chain Management Regulations issued by the National Treasury.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions of Contract, 2010 (GCC) as attached. Please read this document carefully prior to submitting your proposal.

## 1.2. The Proposal Format

- **Proposal presentation**

The proposal should be prepared simply and economically, providing a straightforward and concise description of the bid participant's ability to meet the requirements of the proposal request. Extravagant proposal preparations will receive no extra evaluation credit.

Clear factual responses are required. The content of the proposals shall determine the merit of each participant, not brochures or other marketing material. To facilitate the review of proposals, participants are required to organize their responses according to the format presented below. Should a participant wish to provide additional information, that information should be referred to and provided in a file of annexures.

- **Validity of proposals**

The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be **valid for a period of hundred and twenty (120) days** from the closing date for the submission of all bids.

- **Number of proposals**

Each bid participant must provide **two (2) hard copies** of their entire proposal, including all the documentation referred to in 1.5 below, in the format specified in that section. All submitted proposals will become the property of NMM, and will not be returned. Receipt of all proposals will be recorded in a register at the point of receipt. One proposal copy must be signed and dated in ink by the bidder or authorized representative of the bidder and initialled on each page.

**NB: Failure to submit two (2) hard copies will result in the deduction of 5 (five) points**

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**COMPULSORY BRIEFING SESSION: 02 March 2026**

**Time: 10:00 – 11:00**

**Meeting ID:** 359 534 413 195 98

**Passcode:** cp3JP7M8

**Meeting Link:** <https://teams.microsoft.com/meet/35953441319598?p=oTLXnz5lmf2IMNZPP9>

**BID DOCUMENTS ARE AVAILABLE ON**

- E-Tender portal ([www.etenders.gov.za](http://www.etenders.gov.za))
- [www.nelsonmandelamuseum.org.za](http://www.nelsonmandelamuseum.org.za)

**3. ADMINISTRATIVE REQUIREMENTS**

**1. BID DOCUMENTS**

Only bids that comply with all administrative requirements will be evaluated further to the Mandatory Requirement stage.

No.	Criteria	YES/No
1	Supplier is registered on the National Treasury Central Suppliers Database (CSD)	
2	Invitation to Bid ( <b>SBD 1</b> )	
3	Tax Clearance Requirements ( <b>SBD 2</b> )	
4	Pricing Schedule ( <b>SBD 3.3</b> )	
5	Declaration of Interest form ( <b>SBD 4</b> )	
6	Preference Points Claim form ( <b>SBD 6.1</b> )	
7	Contract Form ( <b>SBD 7.2</b> )	
8	Declaration of bidder's past supply chain practices ( <b>SBD 8</b> )	
9	Certificate of independent bid determination ( <b>SBD 9</b> )	

**2. MANDATORY REQUIREMENTS**

Failure to submit the documents listed below will render your bid null and void and will not be considered or will be disqualified.

No.	Criteria	YES/No
1	Detailed proposal, including project execution plan, submitted	
2	Valid proof of public liability insurance is attached (R20m minimum)	

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3	The Bidder must submit a valid COIDA certificate from the Department of Labour. (Compensation of Occupational Injury and Diseases Act)	
4	Valid proof of Provident Fund enrolment and compliance is attached	
5	Valid proof that the Owners/Director/s are South African citizens (ID certified) is attached	
6	Valid proof of a new PSIRA Grade A certificate for at least one of the Directors is attached	
7	Valid proof of the company's PSIRA certificate is attached.	
8	Letter of good standing with PSIRA	
9	Service provider must have a 24-hour operational office (control room) in Eastern Cape province (attach lease agreement or 3 Month Municipal Account)	
10	Certificate of registration with Private Security Sector Provident Fund (PSSPF) or letter of intent to register and comply with Private Security Sector Provident Fund (PSSPF) or valid exemption letter from the Private Security Sector Provident Fund (PSSPF).	
11	Letter of Good standing with Private Security Sector Provident Fund (PSSPF).	
12	The service provider should provide a valid ICASA license for operating a 2-way radio  <b>NB: If the ICASA license belongs to a third party, please submit the signed service level agreement</b>	
13	Crowd Management Certificate	
14	Certificate of registration with the National Bargaining Council for the Private Security Sector (NBCPSS)	
15	Letter of Good Standing from the National Bargaining Council for the Private Security Sector (NBCPSS).	
16	Certificate of registration with Health Insurance (Hospital Cover) as contemplated in the NBCPSS or own arranged Health Insurance (Hospital Cover).	
17	Letter of Good Standing with Health Insurance	
18	Three (3) years of audited financial statements, with the latest being the most recent audited AFS as required by law.	
19	Proof of qualifications of key personnel	

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20	Valid UIF letter for the company	
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**1.3. Submission of proposals**

1.3.1. Proposals must reach the offices of the NMM enclosed in a sealed envelope which must have clearly inscribed on the outside:

- a) **Bid Number: NMM-2025-01**
- b) **Provision of security services for the Nelson Mandela Museum at Bhunga Building (Mthatha), Youth & Heritage Centre (Qunu), and Information Centre (Qunu) for a period of three (3) years**
- c) **Closing date: 16 March 2026 at 12H00**

1.3.2. Proposals are to be submitted in the marked tender box, in the reception area at **Bhunga Building, Corner Nelson Mandela Drive and Owen Street, Mthatha.**

Please note that this tender closes punctually **at 12h00 on 16 March 2026** and bids will be opened at **12h05** on the same day. **No late submissions will be considered under any circumstances.**

- 1.3.3. All the documentation referred to in Section 1.5 below must be submitted. Failure to submit all documentation referenced in this section may result in the submission being discarded and not considered for evaluation.
- 1.3.4. If responses are not delivered as stipulated in section 1.3.2, such responses will be considered **“late”** and will not be considered for evaluation.
- 1.3.5. The NMM shall not disclose any details pertaining to the responses received to any other participant, as this is regarded as confidential information.
- 1.3.6. Envelopes must not contain documents relating to any tender other than the **provision of security services for the Nelson Mandela Museum at Bhunga Building (Mthatha), Youth & Heritage Centre (Qunu) and Information Centre (Qunu) for a period of three (3) years.**
- 1.3.7. Responses to this tender will be opened as soon as is practical after the expiry of the time advertised for receiving them.
- 1.3.8. Only the participants who are short-listed after the evaluation process will be informed of the results of the submission evaluation process.
- 1.3.9. After the evaluation process is completed, the Evaluation Committee **may**, prior to making a final selection, draw up a shortlist of participants and require them to make a detailed presentation to the Adjudication Committee. A minimum of 2 days’ notice will be given to relevant participants in advance of the presentation date.

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**1.4. Time Schedule**

<b>Dates and Times</b>	<b>Events</b>
<b>20 February 2026</b>	<b>Issue of tender advert</b>
<b>02 March 2026</b>	<b>Compulsory briefing</b>
<b>16 March 2026</b>	<b>Deadline for submission of all proposals, to be delivered in accordance with this document and Bid Opening</b>
<b>17-18 March 2026</b>	<b>Bid evaluation and shortlist, if any</b>
<b>23 March 2026</b>	<b>Bid Adjudication</b>
<b>01 April 2026</b>	<b>Appointment of selected service provider</b>

The NMM reserves the right to determine the structure of the process, the right to determine the number of short-listed participants, the right to withdraw from the proposal process, and the right to change this timetable at any time without notice.

**1.5. Proposal Requirements**

- All bidders must be registered on the National Treasury central database (CSD) and attach a copy of the most recent report to your tender document.
- Original and valid and / or certified copy of B-BBEE status level certificate bearing South African National Accreditation Systems (SANAS) logo from an accredited verification agency or a sworn affidavit. Failure to submit a valid B-BBEE certificate will result in zero preference points being awarded for B-BBEE
- Duly signed & completed SBD forms
- Detailed proposal including project execution plan submitted
- Valid proof of public liability insurance is attached (R20m minimum)
- Bidder must submit, from the Department of Labour, a valid COIDA certificate. (Compensation of Occupational Injury and Diseases act)
- Valid proof of Provident Fund enrolment and compliance is attached
- Valid proof that the Owners/Director/s are South African citizens (ID certified) is attached
- Valid proof of new PSIRA Grade A certificate for at least one of the Directors is attached
- Valid proof of PSIRA certificate for the company is attached.
- Letter of good standing with PSIRA
- Service provider must have 24-hour operational office (control room) in Eastern Cape province (attach lease agreement or 3 Month Municipal Account)
- Certificate of registration with Private Security Sector Provident Fund (PSSPF) or letter of intent to register and comply with Private Security Sector Provident Fund (PSSPF) or valid exemption letter from the Private Security Sector Provident Fund (PSSPF).
- Letter of Good standing with Private Security Sector Provident Fund (PSSPF).
- The service provider should provide a valid ICASA license for operating a 2-way radio.  
**NB: If the ICASA license belongs to a third party, please submit the signed service level agreement**
- Crowd Management Certificate

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- Certificate of registration with the National Bargaining Council for the Private Security Sector (NBCPSS)
- Letter of Good Standing from the National Bargaining Council for the Private Security Sector (NBCPSS).
- Certificate of registration with Health Insurance (Hospital Cover) as contemplated in the NBCPSS or own arranged Health Insurance (Hospital Cover)
- Letter of Good Standing with Health Insurance
- Three (3) year audited financial statements
- Proof of qualifications of key personnel
- Valid UIF letter for the company

**1.6. Evaluation Criteria**

- **Phase one:** Compliance to the terms of reference and conditions of the tender. Failure to submit the stipulated compulsory returnable documents of the tender will automatically disqualify your tender on this phase.
  
- **Phase two:** The bid will be evaluated and adjudicated using the 80/20 system (80 for functionality and 20 for specific goals). Functionality will be scored at a maximum of 100 points whereby the bidder must obtain a **minimum of 80 points** to qualify for the financial evaluation according to the criteria captured in the table below:

COMPETENCE	BREAKDOWN OF POINTS	WEIGHT	POINTS
Company experience in client's letterhead and signed relevant to the scope of work = 15 points  Completion Certificate/Reference Letter must clearly indicate the below: <ul style="list-style-type: none"> <li>• Nature of work</li> </ul>	<ul style="list-style-type: none"> <li>• A company must have performed five (5) or more contracts to the value of R7 million each in the last five (5) years.</li> <li>• Completion certificate or <b>Reference letters</b> accompanied by the <b>Appointment Letters</b> or <b>Official Purchase Orders</b> in the client's letter heads signed by the authorized individual.</li> </ul>	15	
	<ul style="list-style-type: none"> <li>• A company must have performed four (4) contracts to the value of R7 million each in the last five (5) years.</li> <li>• Completion certificate or <b>Reference letters</b> accompanied by the <b>Appointment Letters</b> or <b>Official Purchase Orders</b> in the client's letter heads signed by the authorized individual.</li> </ul>	12	

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<ul style="list-style-type: none"> <li>• Duration of the contract</li> <li>• Value of work</li> <li>• Year of start and Year of completion</li> </ul> <p>Failure to meet the afore-mentioned conditions will result in a ref letter considered invalid</p>	<ul style="list-style-type: none"> <li>• A company must have performed three (3) contracts to the value of R7 million each in the last five (5) years.</li> <li>• Completion certificate or <b>Reference letters</b> accompanied by the <b>Appointment Letters</b> or <b>Official Purchase Orders</b> in the client's letterhead, signed by the authorised individual.</li> </ul>	9	
<p>Experience of Security Manager linked to the project = 15 points</p>	<ul style="list-style-type: none"> <li>• Security Manager must have a minimum of 3-year qualification (NQF 6) in security with Grade A PSIRA certification, 5 years and above experience post accreditation by PSIRA</li> <li>• Attach qualification, CV with experience &amp; valid PSIRA certificate</li> </ul>	<b>15</b>	
	<ul style="list-style-type: none"> <li>• Security Manager must have a minimum of 3-year qualification (NQF 6) in security with Grade A PSIRA certification, 3-4 years' experience post accreditation by PSIRA</li> <li>• Attach qualification, CV with experience &amp; valid PSIRA certificate</li> </ul>	10	
	<ul style="list-style-type: none"> <li>• Security Manager must have a minimum of 3-year qualification (NQF 6) in security with Grade A PSIRA certification, 1-2 years' experience post accreditation by PSIRA</li> <li>• Attach qualification, CV with experience &amp; valid PSIRA certificate</li> </ul>	5	
<p>Project implementation plan</p> <p>The plan must include a risk management plan, an operational management plan, a financial management plan, Personnel, Deployment, Monitoring and Reviews, and Procedures (SOP for guarding)</p>	<ul style="list-style-type: none"> <li>• Excellent proposal</li> </ul>	<b>25</b>	
	<ul style="list-style-type: none"> <li>• Good proposal</li> </ul>	15	
	<ul style="list-style-type: none"> <li>• Fair proposal</li> </ul>	10	
	<ul style="list-style-type: none"> <li>• Poor proposal</li> </ul>	5	
	<ul style="list-style-type: none"> <li>• Failure to submit</li> </ul>	0	

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Proof of armed response/vehicle = 10 points	<ul style="list-style-type: none"> <li>• Proof of five (5) or more company vehicles (attach copies of logbooks or valid lease agreement)</li> </ul>	<b>10</b>	
	<ul style="list-style-type: none"> <li>• Proof of four (4) or more company vehicles (attach copies of logbooks or valid lease agreement)</li> </ul>	8	
	<ul style="list-style-type: none"> <li>• Proof of three (3) or more company vehicles (attach copies of logbooks or valid lease agreement)</li> </ul>	6	
	<ul style="list-style-type: none"> <li>• Proof of two (2) or more company vehicles (attach copies of logbooks or valid lease agreement)</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Proof of one (1) or more company vehicles (attach copies of logbooks or valid lease agreement)</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• No proof/failure to submit</li> </ul>	0	
Proof of ownership or lease of facilities = 10 points	<ul style="list-style-type: none"> <li>• Proof of office address (attach proof of physical address or intention to lease premises where sites are located)</li> </ul>	<b>10</b>	
	<ul style="list-style-type: none"> <li>• Failure to submit</li> </ul>	0	
Professional Indemnity Insurance Cover	<ul style="list-style-type: none"> <li>• Submitted a copy of the Professional Indemnity Insurance cover for its relevant discipline</li> </ul>	<b>10</b>	
Financial Capacity	<p>Bidders will be required to submit complete sets of audited/reviewed financial statements over the past 3 years in the name of the bidding entity. Financial statement analysis will be conducted for the shortlisted bidders. The annual financial statements must contain:</p> <p>4.1 Signed Auditors / Accounting Officers Opinions (5)            4.2 Statement of Profit and Loss and Other Comprehensive Income; (favourable net income) (5)            4.3 Statement of Financial Position (positive net assets balance) (5)            4.4 Statement of Cash Flows (favourable net Cash Flows); (5)</p>	<b>10</b>	
Bid Proposal	Submission of 2 hard copies	<b>5</b>	
	Submission of 1 hard copy	0	

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<b>TOTAL</b>	<b>100</b>
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**The NMM reserves the right to amend, modify or withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.**

Points are awarded for Functionality on the following basis;

**Each bid proposal will thus be awarded a Total Score out of 100 by the Evaluation Committee.**

**1.7. Conflict of interest**

Service providers must provide services that are professional, objective, and impartial. Service providers must ensure that there is no conflict of interest between existing assignments, obligations and responsibilities to other clients and the services set out in the TOR. In the event of any uncertainty, full disclosure in the submitted proposal should be considered. Non-disclosure of a material conflict of interest may be grounds for termination of any contract.

**1.8. Confidentiality agreement**

The successful service provider may have access to confidential data or information. The appointment of a successful bidder is subject to that bidder agreeing to the contents thereof and signing the NMM's standard Non-Disclosure Agreement.

**1.9. Contact details**

This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from organs of State, which are repositories of such information.

All communications and enquiries/requests for clarification relating to this proposal should be directed to the contact person:

**Enquiries:**

No telephonic or any other form of communication with any other NMM member of staff, other than the named individual on the tender advert, relating to this request for the tender will be permitted. All enquiries regarding this tender must be in writing only, and must be directed to:

Signed by: Mandisi Msongelwa CA(SA)  
Signed at: 2026-02-20 07:42:39 +02:00  
Reason: Witnessing Mandisi Msongelwa



Mr. Mandisi Msongelwa CA (SA)

Acting Chief Executive Officer – Nelson Mandela Museum

Bid Administration & service provider specifications:

- Ms P. Mfundisi
- Email: [phakama@nelsonmandelamuseum.org.za](mailto:phakama@nelsonmandelamuseum.org.za)

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Technical Enquiries:

- Mr L Nongcaula
- Email: [lhle@nelsonmandelamuseum.org.za](mailto:lhle@nelsonmandelamuseum.org.za)

*The NMM reserves the right not to accept the lowest quotation in part or in whole or any proposal.*

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**2. TERMS OF REFERENCE**

**2.1. ASSIGNMENT OBJECTIVE**

The purpose of the request for proposals is to solicit tenders from bidders (s) for the provision of security services for the Nelson Mandela Museum. This document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder as required by the Nelson Mandela Museum, for the aforementioned services. The appointed service provider is expected to provide the Nelson Mandela Museum with security services that are consistent and reliable while maintaining a high level of satisfaction.

**2.2. SCOPE OF WORK**

Nelson Mandela Museum invites suitably qualified, professional, experienced and competent service providers to render **Security Services** for the period of 3 years (36 months) as per the scope of work below:

The Nelson Mandela Museum will require the above-mentioned services at its three sites, namely **Bhunga Building, Youth & Heritage Centre and Information Centre.**

**BHUNGA BUILDING, YOUTH AND HERITAGE CENTRE AND INFORMATION CENTRE**

<p><u>Appearance</u> The Service Provider shall ensure that personnel appearance is neat, that such personnel are well groomed, have duty wear, uniforms and all-weather gear that meet with the NMM approval.</p>
<p><u>Identification and Tags</u> The Service Provider shall ensure that they have a file on site with the names, grades, PSIRA registration numbers and photographs of all Security personnel posted at the NMM at all times. In addition, all security personnel must be fitted with relevant identity tags depicting their names, grades &amp; PSIRA registration numbers.</p>
<p><u>Turnover in staff</u> The Service Provider shall ensure that turnover of key personnel (Site Manager, Site shift Supervises, Control Room Operators, Receptionists, Grade A and B staff) is limited, and that any proposed change is discussed and agreed to with the NMM. The service provider shall ensure that the qualifications, skills and experience of personnel employed to replace key personnel are the same qualifications, skills and experience as the personnel they will be replacing.</p>
<p><u>Professionalism</u> The Service Provider shall ensure that whilst on duty, security personnel are always sober, professional and courteous towards NMM employees, contractors and visitors.</p>
<p><u>Communication Skills</u> The Service Provider shall ensure that security personnel have well-developed linguistic skills and are able to communicate information in English and Xhosa whenever the need arises. Personnel placed in reception areas must be capable of performing receptionist-related functions in a professional manner that include: receiving and addressing incoming calls, receiving and relaying messages as well as receiving and addressing visitors at the area being manned, while carrying out relevant procedures.</p>

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<p><u>Knowledge of the Premises</u></p> <p>The Service Provider shall ensure that personnel: -</p> <ul style="list-style-type: none"><li>• have full knowledge of the Premises, as well as services/ facilities locations and availability at the Premises;</li><li>• are able to communicate activities, events on-site, or any other relevant site information to interested parties like visitors or contractors.</li></ul>
<p><u>Risk Management</u></p> <p>The service provider shall ensure that there is a formal approach to Risk Management in terms of the producer and risk assessment methodology approved by the NMM. The service provider may choose to adopt the NMM risk management methodology.</p> <p>Using the above-mentioned formal approach to Risk Management at the NMM, the service provider shall ensure the development, maintenance, periodic review and reporting on SHE &amp; museum-related risks.</p>
<p><u>Staff Training</u></p> <p>The Service Provider shall ensure that all personnel involved in the provision of the Security Services at the NMM are trained or are planned for training on:</p> <ul style="list-style-type: none"><li>• Customer services</li><li>• Refresher training as specified by the Security Regulating bodies of the Officers Board</li><li>• Emergency and reaction response</li><li>• Basic Safety, Health and Environmental management training that includes but might not be limited to:<ul style="list-style-type: none"><li>• Fire fighting</li><li>• first aid and</li><li>• environmental management awareness.</li></ul></li></ul> <p>All training required in terms of this agreement is to be conducted by suitably qualified training providers and proof of training must be on file, on site and available to the NMM on request.</p>
<p><u>Cell Phones</u></p> <p>All key personnel (Site Managers, Site Shift Supervisors) must be equipped with cell phones, which are fully operable at all times (24/7). The related cell phone numbers must be made available to the NMM SFL Manager and kept relevant at all times.</p> <p>The service provider shall make a cell phone available and operational at all times in the security control room as an alternative emergency communication device should other devices fail. The related cell phone number must be made available to NMM SFL Manager and kept relevant at all times.</p>
<p><u>Radio Contact</u></p> <p>The Service Provider shall ensure that all personnel on duty should be in radio contact with one another and must ensure that proper radio communication procedures are followed at all times (24/7).</p>
<p><u>Use of Facilities</u></p> <p>The Service Provider shall ensure that its personnel only make use of facilities specifically provided to such personnel at the NMM Premises. The service provider shall ensure that the facilities utilized are kept clean and presentable at all times (24/7).</p> <p>Facilities include but might not be limited to ablution facilities, guard houses and control rooms. The service provider is to ensure that ablution facilities allocated for their use are kept sanitized at all times.</p> <p>At the end of the contract period, the service provider shall further ensure that facilities utilized are handed back to the NMM in the condition received.</p>

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<p><u>Personnel Shortages</u></p> <p>The Service Provider shall ensure that there are no personnel shortages at any time for the duration of the contract. The Service Provider shall develop and have the NMM-approved contingency plans to address planned or unplanned personnel shortages. Any personnel shortages experienced must be reported to the NMM along with an interim plan to cover the shortage and an action plan to prevent a recurrence. The service provider must submit a plan for the approval of the NMM to address any planned or unplanned strike action of service provider personnel. The plan must ensure that all NMM security requirements as per this agreement are not compromised at any time for the duration of the planned or unplanned strike action nor the contract period at large.</p>
<p><u>Business Continuity Planning</u></p> <p>The service provider shall develop a 24/7/365 - Business Continuity Plan (contingency plans for NMM approval) for eventualities that include but might not be limited to:</p> <ul style="list-style-type: none"> <li>• community unrest;</li> <li>• Employee strike action;</li> <li>• Employee illness;</li> <li>• Employee death/disability;</li> <li>• Patrol Vehicle breakdown;</li> <li>• Taxi strikes, fire and other natural disasters compromising employees to get to work.</li> </ul>
<p><u>Use of firearms</u></p> <p>The Service Provider shall ensure that it complies with the Statutory Firearms Act. Failure to comply with this responsibility shall constitute a material breach of this agreement, which is not capable of being remedied.</p> <p>The service provider shall ensure that a portfolio of evidence of compliance to applicable legal and other requirements for armed response and use of firearms is submitted to the NMM, is kept on the NMM site and remains relevant at all times.</p>
<p><u>Standard arrest procedures and SAPS relations</u></p> <p>The Service Provider shall ensure that all Security personnel are familiar with standard arrest procedures and local authority security regulations. To this end, the service provider is to establish a formal relationship with the SAPS.</p> <p>The service provider will on behalf of the NMM, coordinate quarterly meetings with the SAPS, develop a standard agenda and maintain minutes approved by the NMM for these sessions.</p>
<p><u>Confidential Information</u></p> <p>The Service Provider shall ensure that no confidential information of any nature is divulged via security personnel to any member of the press, public or any third party. The Service Provider shall abide by the Disclosure of Information Act in its relationship with the NMM as its client.</p>
<p><u>Compliance</u></p> <p>The Compliance Requirements for all Responsibilities and Service Levels as set out in the contractual agreement shall be implemented and complied to by the Service Provider at all times. These include but are not limited to complying with all applicable procedures, policies, and instructions as well as applicable legal and other requirements.</p> <p>The service provider will be expected to comply with elements of a Scorecard to be used to measure performance.</p>
<p><u>Resources</u></p> <p>The Service Provider shall comply fully with the resource requirements detailed below. The Service Provider shall ensure that equipment resources (including and not limited to, vehicles, communication equipment, etc. are fully functional, operational and on-site at all times for the</p>

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<p>duration of the contract. To this end, the Service Provider shall develop contingency plans for such equipment breakdown to the satisfaction and for the approval of the NMM.</p>
<p><b><u>Equipment Requirements</u></b></p>
<p><u>Communication Equipment</u> The Service Provider shall provide a base UHF / VHF radio transceiver and repeater, equipped with a minimum of two channels which will enable clear voice communication throughout the entire NMM at all times (24/7).</p>
<p><u>Hand-held Radio's</u> The Service Provider shall ensure that hand-held radios used in the provision of the services work according to factory specifications and is fit for purpose on-site at all times (24/7). Fully charged spare batteries must be available as replacement batteries. Discharging batteries must be replaced before they are fully discharged.</p>
<p><u>Motor vehicles</u> The Service Provider shall ensure that all motor vehicles used in the provision of the Services are</p> <ul style="list-style-type: none"> <li>• Suitably branded, equipped and in good working condition at all times (24/7);</li> <li>• Repaired or replaced to the extent required to comply with the responsibilities stipulated in this Agreement;</li> <li>• Fitted with warning lights on the roof of the vehicles.</li> </ul>
<p><u>Staff Equipment requirements</u> The Service Provider shall ensure that Security Officers are equipped with the following equipment at all times whilst on duty:</p> <ul style="list-style-type: none"> <li>• Handcuffs and batons</li> <li>• pens and notebooks</li> <li>• torches (night staff)</li> <li>• timepieces</li> </ul>
<p><u>Traffic Cones, Barricades &amp; Traffic flow signage</u> The Service Provider shall ensure that the following equipment is available on site (24/7) :</p> <ul style="list-style-type: none"> <li>• 10 x traffic cones</li> <li>• portable barricades</li> <li>• 2 x portable no-entry signage</li> <li>• 2 x vehicle wheel clamping devices to regulate illegal parking</li> </ul>
<p><u>Compliance to NMM Rules</u> The Service Provider shall: Ensure capability to administer Security related Zone rules that include but might not be limited to:</p> <ul style="list-style-type: none"> <li>• Illegal Parking wheel clamping: in relation to procedures and equipment;</li> <li>• Speed control: in relation to procedures and equipment;</li> <li>• Incident or other ad hoc Perimeter control: in relation to procedures and equipment;</li> <li>• loitering</li> </ul>
<p><u>Equipment Maintenance</u> The Service Provider shall:</p> <ul style="list-style-type: none"> <li>• ensure that all equipment used in the provision of the Services are in good working condition at all times (24/7), with no parts missing;</li> <li>• inspect the equipment daily to ensure compliance with this responsibility;</li> <li>• Immediately repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this Agreement.</li> </ul>

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<b><u>Administration and Reporting Requirements</u></b>
<p><u>Reporting of incidents</u></p> <p>The Service Provider shall ensure that all security-related incidents are immediately reported to the NMM SFL Manager and further reported to the NMM in writing within 12 hours of the occurrence of an incident.</p> <p>Reporting must be in accordance with best practice reporting protocol and include a root cause analysis as well as recommendations for correction, improvement or mitigation.</p> <p>Templates used for incident management must be approved by the NMM.</p> <p>Security personnel are expected to become familiar with and to comply with NMM emergency preparedness protocol at all times.</p> <p>The NMM emergency preparedness protocol is centralized though the security control room manned by the security service provider controllers and receptionists. Posted controllers and supporting reception staff will be required to become familiar with the emergency preparedness protocol and competent in giving effect to the role of controller and supporting receptionist in this regard.</p>
<p><u>Monthly Report</u></p> <p>The Service Provider shall provide the NMM with a detailed monthly report relating to the Security Services in a format to be agreed upon between the parties, within 10 (seven) days of the last day of the month to which the report relates.</p> <p>The report is to include but might not be limited to:</p> <ul style="list-style-type: none"><li>• results of an agreed scorecard</li><li>• the security risk register</li><li>• action management</li><li>• statistics relating to incidents, including but not limited to:<ul style="list-style-type: none"><li>• Vehicle theft and attempted theft on the Premises</li><li>• Arrests made</li><li>• Warnings issued</li><li>• Problems encountered</li><li>• Crime prevention measures</li><li>• Visitors concerns pertaining to security measures</li></ul></li><li>• emergencies, irregularities, suspect persons and movements reported to the control room</li><li>• condition of the perimeter fence</li><li>• building doors left open</li><li>• NMM street lights not working</li><li>• posting problems</li><li>• training</li><li>• staffing</li><li>• incidents and alarms</li><li>• access control anomalies</li><li>• agreed to access control reporting requirements</li><li>• consolidation of access control procedures</li><li>• other issues that the service provider may find to be critical to the security of the NMM</li><li>• other issues that the NMM might find to be critical to the NMM security risk management.</li></ul> <p>Reporting requirements may be reviewed from time to time at the discretion of the NMM.</p>

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<p><u>Emergency Procedures</u></p> <p>The Service Provider shall in conjunction with the NMM regularly review, amend existing or draft emergency procedures and shall implement and maintain such procedures and practices.</p> <p>Emergency Procedures shall be reviewed by the service provider on an annual basis and such reviews approved by the NMM as and when required.</p>
<p><u>Occurrence Book (OB)</u></p> <p>An OB must be maintained at all times (24/7) by applicable security personnel.</p> <p>An OB should be held in the Control Room as well as all satellite stations throughout the zone and must be accessible to authorized staff of the NMM immediately upon request.</p> <p>Copies of the OB entries from the previous shifts must be provided to the NMM as and when required.</p>
<p><u>Incident Report Book</u></p> <p>The service provider shall ensure that all posts are issued with an incident report book to record incidents.</p>
<p><u>Information Book</u></p> <p>The service provider is to ensure that all posts are issued with an information book in which instructions and information from the previous shift will be recorded for the incoming shift.</p>
<p><u>Alcohol and Drug Testing</u></p> <p>The service provider shall have trained to administer alcohol testing when required to do so.</p> <p>The service provider shall provide equipment for alcohol testing that:</p> <ul style="list-style-type: none"> <li>• Where applicable, is calibrated as per manufacturers guide in this regard.</li> <li>• Produces test results that are admissible in a court of law.</li> </ul> <p>The service provider shall provide an alcohol and drug register into which all records of alcohol and drug tests must be recorded.</p>
<p><u>Duty Roster</u></p> <p>The Service Provider shall ensure that a duty roster is kept detailing the identity of personnel on duty and the times and shifts. A copy of the duty roster must be immediately available and provided to the NMM upon request.</p>
<p><u>Personnel Files</u></p> <p>Copies of personnel files including CV's relating to the Service Provider's personnel involved in the provision of the Services should be provided to the NMM on request.</p>
<p><b><u>Incident Response Requirements</u></b></p>
<p><u>Response to alarms</u></p> <p>The Service Provider shall ensure that at least one Security Officer will immediately respond to any alarm at the Premises or any reported incident. Details of the alarm and the response must be reported on as per agreed to reporting protocol. Where applicable, NMM emergency preparedness protocol must be followed.</p>
<p><u>Response to complaints</u></p> <p>The Service Provider shall ensure that all complaints and or requests from tenants or visitors are promptly reported to the NMM and addressed by means of systems and procedures to be agreed upon with the NMM to ensure customer satisfaction.</p>
<p><u>Notification</u></p> <p>The Service Provider shall immediately notify the NMM of any emergency, like a bomb scare, fire, flooding, unrest, etc. as they become aware of such event.</p>

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<p><u>Control Rooms</u></p> <p><u>Control Room Training</u></p> <p>The Service Provider shall ensure that Control Room personnel undergo specific control room operator training, as required by the employer or the PSIRA and that there is continuity of the provision of the services as per the Service Level Agreement at all times 24/7.</p> <p><u>Monitor Systems and Procedures</u></p> <p>The Control Rooms are for monitoring and control all emergency procedures, CCTV and security systems.</p> <p><u>CCTV Network in Control Rooms.</u></p> <p>The service provider is at all times (24/7) responsible for monitoring CCTV and reporting and responding (where required to do so) on any irregularity observed. The service provider will also report on defects/deficiencies in the CCTV availability, functioning of cameras, camera locations, number of cameras in strategic locations, focusing and positioning of cameras, camera lens cleanliness and risk assessments related to locating of cameras and scope of CCTV network.</p> <p><u>Monitor Communications</u></p> <p>The Control Room is to monitor all communications between personnel in order to detect emergencies or irregularities, which might affect the security of the Premises and / or require reaction from the Armed Response team.</p> <p><u>Recording and Administration</u></p> <p>The Control Room is to house all records and reports as described in the contract.</p> <p><u>Unauthorized Personnel</u></p> <p>No unauthorized or non-essential personnel are allowed in the CCTV control room, only personnel appointed specifically as control room operators, the security service provider on-site manager and the NMM SFL Manager should be permitted entrance.</p> <p>No unauthorized or non-essential personnel are allowed to loiter in the general / satellite control rooms, only personnel appointed specifically as control room operators, the security service provider on-site manager and the NMM SFL Manager should be permitted entrance.</p>
<p><u>Reception Function</u></p> <ul style="list-style-type: none"><li>• The receptionist shall:</li><li>• Respond to calls from visitors, tenants, personnel or any other party in respect of any operational, security, safety health or environmental related incidents at the premises.</li><li>• Receive and process visitors, tenant personnel, NMM personnel, or any other party in respect of construction, maintenance, safety, health, environmental or security practitioners.</li><li>• Be responsible for providing records of access and exit of the NMM access points.</li><li>• Manage firearm protocol as per regulated requirements that includes storing firearms and verifying license holders upon collection of firearms if required to do so.</li></ul>
<p><u>Reporting to NMM SFL Manager</u></p> <p>The Service provider shall only take instructions from the SFL Manager, unless otherwise directed by the SFL Manager.</p> <p>The Service Provider shall ensure that all emergencies and irregularities are reported to the NMM SFL Manager immediately, including all reports concerning suspect persons, movements and/or actions on the Premises.</p> <p>The service provider shall attend all meetings as well as develop and provide relevant reports as requested by the SFL Manager</p>
<p><u>Access Control:</u></p> <p><u>Manning of Access points</u></p> <p>The Service Provider shall ensure that all access and exit points to the Premises are manned by its security personnel at all times (24/7).</p>

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<p><u>Access and Exit Control</u></p> <p>The Service Provider shall control all access and exit to the Premises and follow procedures in such a manner to ensure maximum security of the Premises without undue inconvenience for visitors and employees.</p>
<p><u>Identification of suspect persons</u></p> <p>The Service Provider shall ensure that through the controlling of access it will identify suspicious persons entering the premises and shall report such persons to the SFL Manager.</p>
<p><u>Patrols</u></p> <p>The Service Provider shall patrol the Premises in accordance with the provisions of this section.</p> <p>Night shift patrol and related personnel shall in addition, patrol NMM office blocks and direct facilities to check that doors are locked and lights are switched off. Any deviations found shall be reported as per afore mentioned reporting protocol.</p>
<p><u>Visible patrols</u></p> <p>The Service Provider shall be responsible to ensure that visible patrols on the Premises takes place at all times (24/7).</p>
<p><u>Perimeter Fence</u></p> <p>The perimeter fence is to be patrolled on a continuous basis by means of foot patrols to ensure that high visibility and the integrity of the fence is maintained at all times (24/7). Frequency of patrols may change at the discretion of the NMM.</p>
<p><u>Street patrols</u></p> <p>Streets within the NMM premises are to be constantly patrolled by means of foot patrols and vehicles to ensure that high visibility is maintained and suspect movements, incidences and irregularities are identified and responded to.</p>
<p><u>Discrepancy reporting</u></p> <p>The Service Provider shall ensure that all discrepancies observed in all areas on the premises, and patrol areas including but not limited to maintenance issues, equipment failure, suspicious activity, unsafe activities or conditions, negative environmental impacts and irregular tenant activity are reported to the SFL Manager as per aforementioned reporting protocol.</p>
<p><u>Vulnerable Areas</u></p> <p>The Service Provider shall ensure that, in the course of patrolling, regular checks are done on vulnerable areas and other areas identified through security risk management procedures.</p>
<p><u>Armed Response</u></p> <p>The Service Provider shall provide an armed response service in respect of the NMM premises on a 24/7 basis. The plan for armed response must be communicated to the NMM for NMM approval.</p>
<p><u>Personnel on Standby</u></p> <p>The Service Provider shall ensure that appropriate personnel are on immediate standby to react to personnel failing to report for duty.</p> <p>The Service provider shall ensure that there is a standby armed response to react to all incidences requiring an armed response within the minimum time delay and within agreed response times.</p>

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<p><u>Handling of emergencies</u></p> <p>The Service Provider shall ensure coordination of emergencies from the NMM premises as per NMM emergency preparedness protocol.</p> <p>The service provider shall ensure that the armed response is able to handle all foreseeable scenarios in an efficient manner, and provide backup support as per the security emergency procedures.</p>
<p><u>Reaction Time</u></p> <p>The Service Provider shall ensure that all emergencies are reacted to immediately and that response teams are at the scene of the incident within 9 (nine) minutes of a call being received.</p>
<p><u>Vehicles</u></p> <p>The Service Provider shall ensure that the vehicles used in the provision of the services are branded and their contents and accessories are fully serviceable when assuming duty. Emergency lights are to be fitted and operational when assuming duty.</p>
<p><u>Access Control Device</u></p> <p>The Service Provider shall provide an advanced technological scanning system. The system must enable the capturing of important details from a vehicles license disc and identity document using a mobile device. The device should be in line with the South African government Acts and Conditions that safeguard the storage of data within the borders of the country.</p> <p>Bhunga Building x 3 devices Qunu Youth and Heritage Centre x 2 devices</p>
<p><u>Training for in-house armed response</u></p> <p>Where applicable, the Service Provider shall ensure that all in-house armed reaction personnel allocated to the NMM receive regular (twice per year) refresher training in armed reaction.</p>

SECURITY PERSONNEL REQUIREMENTS

Site Manager (proposed for this contract):

- Must have at least five (5) years' work experience in the field of security management (a CV must be provided).
- Must have a Grade A PSIRA certificate.

Security Supervisor (proposed for this contract):

- Must have at least three (5) years of experience as Security Supervisor (a CV must be provided).
- Must be registered with PSIRA with Grade B.
- A clearance certificate must be provided.
- The Supervisor must make daily contact with the NMM representative at the site in order to verify and handle mutual complaints, problems and requests concerning the rendering of service. At least once a month, a formal discussion must be held and minutes taken, which must be kept by the NMM representative.

Control Room Operator

- Must have at least (5) years 'work experience in the field of control room operations (a CV must be provided). CV must indicate a knowledge of security systems like CCTV and alarm monitoring
- Must have a Grade C PSIRA Certificate

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Security Officer and Supervisor

<b>Office/Site</b>	<b>Shift</b>	<b>Number of guards required</b>	<b>Grading Required</b>
Bhunga Building in Mthatha CBD	Day x 5 (unarmed)	8	C (PSIRA)
	Night x 3 (unarmed)	1	B (PSIRA)
	Night x 1 (armed)		
Qunu Youth and Heritage Centre in Qunu	Day x 4 (unarmed)	6	C (PSIRA)
	Night x 2 (unarmed)	1	B (PSIRA)
	Night x 1 (armed)		
Information Centre Qunu	Day x 1 (unarmed)	2	C (PSIRA)
	Night x 1 (armed)		

- Security guards will be required to work 12-hour day shift (06H00-18H00) Monday to Sunday including weekends and public holidays.
- Security guards will be required to work 12-hour night shift (18H00-06H00) Monday to Sunday including weekends and public holidays.

**NB: THE REQUIREMENT TO REDUCE, RESHUFFLE, CHANGE OF GUIDES MIGHT BE PROPOSED BY THE MUSEUM WHERE THERE ARE REQUIREMENT CHANGES IN ITS OPERATIONS.**

**2.3 TIMEFRAMES**

**Duration:** The duration of the contract will be valid for thirty-six (36) months i.e. **3 years**

**Proposal:** Proposals to undertake this work should be received by Monday, **16 March 2026**.

**Timing:** The contract should commence on a date to be specified in an appointment letter.

**2.4 ACCOUNTABILITY**

The service provider will be accountable to and under the direction of the NMM Council in the performance of the assignment duties.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF THE BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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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-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	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 contributions and skills development levies.

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 –  
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:  
  
Or for technical information –  
(INSERT NAME OF CONTACT PERSON)

Tel:

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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<sup>1</sup> 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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

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<sup>2</sup> 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.

contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
  
- 3.7 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 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	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)

**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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

<b>DECLARATION OF TENDER'S SUPPLY CHAIN MANAGEMENT PRACTISES(SBD8)</b>
--

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This State Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by state entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the state entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON  
MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <p align="center"><input type="checkbox"/></p>	<p>No</p> <p align="center"><input type="checkbox"/></p>
4.2.1	<p>If so, furnish particulars:</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <p align="center"><input type="checkbox"/></p>	<p>No</p> <p align="center"><input type="checkbox"/></p>
4.3.1	<p>If so, furnish particulars:</p>		
<b>Item Question</b>		<b>Yes</b>	<b>No</b>
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes</p> <p align="center"><input type="checkbox"/></p>	<p>No</p> <p align="center"><input type="checkbox"/></p>
4.4.1	<p>If so, furnish particulars:</p>		

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON  
MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

4.5	Was any contract between the bidder any other 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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON  
MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM 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**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION(SBD9)**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This State Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 National Treasury Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the organ of the state or has committed any improper conduct in relation to such system; and
  - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON  
MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

**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 State Entity)

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 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

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

- (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 consortium<sup>3</sup> 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.

<sup>3</sup> 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.

.....

.....

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE SECURITY SERVICES FOR THE NELSON  
MANDELA MUSEUM SITES FOR A PERIOD OF THREE (3) YEARS.**

Signature

Date

.....

.....

Position

Name of Bidder