



3233 Nokukhanya Luthuli Street
Groutville KwaZulu - Natal
South Africa
PO Box 1869,
KWADUKUZA 4450
tel. (032) 559 6822
fax. (032) 559 6806
email: luthulimuseum@luthulimuseum.org.za
website: www.luthulimuseum.org.za

LM 01/2025/02

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE NUMBER	
EMAIL ADDRESS	
NATIONAL TREASURY CSD NUMBER	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

TENDER BOX LUTHULI MUSEUM

Bid Document Availability : 17 October 2025

Closing Date : 07 November 2025

Closing Time : 13H00

**APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR
THE PROVISION OF INTERNAL AUDIT SERVICES FOR THE LUTHULI MUSEUM, FOR
A PERIOD OF THIRTY-SIX MONTHS (3 YEARS)**

LM01/2025/02

GENERAL TENDER INFORMATION
--

TENDER CLOSING DATE : 07 November 2025 at 13H00

CONTRACT PERIOD : Thirty-Six Months (3 Years)

TENDER SUBMISSION : Tender Box, The Luthuli Museum,
3233 Nokukhanya Luthuli Street,
Groutville, KwaDukuza, 4450

**APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR
THE PROVISION OF INTERNAL AUDIT SERVICES FOR THE LUTHULI MUSEUM, FOR
A PERIOD OF THIRTY-SIX MONTHS (3 YEARS)**

LM01/2025/02

TABLE OF CONTENTS

NO	DESCRIPTION	PAGE NO.
1.	PART 1: THE TENDER	
1.1	Preface Information	4
1.2	Invitation to Bidders and Bid Notice	6
1.3	Terms and Conditions	8
1.4	Evaluation Criteria	10
1.5	SCM Conditions	17
2.	PART 2: RETURNABLE DOCUMENTS	
2.1	Standard Bidding Documents	22
3.	PART 3: SCOPE OF WORK	
3.1	Scope of work	35
4.	PART 4: BID DOCUMENT RETURNABLES	
4.1	Site Inspections Certificate	37
4.2	Annexure A – Confirmation of Independence	38
4.1	Annexure B – Pricing Schedule	39
4.2	General Conditions of Contract (GCC)	40

1. INTRODUCTION

- 1.1 Luthuli Museums is a schedule 3A public entity and non-profit organisation, subsidised by the National Department of Sports Arts & Culture. Luthuli Museum was established in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) and must comply with the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) and its concomitant Regulations.
- 1.2 The Luthuli Museum intends to appoint a certified Internal Auditing Service Provider for a Thirty-Six Months (3 year) contract to undertake Risk and Compliance Internal Auditing Services, ensuring compliance with the Public Finance Management Act; Treasury Regulations and other applicable Legislation.

2. GENERAL

The Luthuli Museum requires the services as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- 2.1 The conditions contained in the attached document apply.
- 2.2 The bid must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain information relating to any bid other than that shown on the cover of the envelope.
- 2.3 Bids cannot be submitted by post or email. The Bid must still reach this office before the closing date and time. **No couriered bid documents will be accepted. Failure to do so will invalidate the bid.**
- 2.4 The closing date and time of the bid is clearly stated on page 1 of this document.
- 2.5 The attached forms, if completed in detail and returned will form part of your bid.
- 2.6 **Bidders must submit One (1) Original Hard Copy marked "Original proposal" of the proposal and Two (2) Copies marked "Copy" and 1 clearly labelled USB which MUST consist of the scanned copy of original proposal.**

3. TENDER FORMAT

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

4. PRICE VALIDITY PERIOD

The validity period is **NINETY (90) DAYS** and is calculated as from the Closing Date of the request.

5. CONTRACTUAL IMPLICATIONS

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

6. AWARDING OF CONTRACT

- 6.1 Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service/goods provided will be of a superior standard and quality and is unlikely to cause undue difficulties or damage.
- 6.2 Proposals / tenders that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so will invalidate the proposal. The Luthuli Museum may request clarification or additional information in writing regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. The Luthuli Museum may also request a demonstration, and bidders must comply with such a request within 24 hours.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE PROVISION OF INTERNAL AUDIT SERVICES FOR THE LUTHULI MUSEUM, FOR A PERIOD OF THIRTY-SIX MONTHS (3 YEARS)

BID NUMBER: **LM 01/2025/02** CLOSING DATES: **07 NOVEMBER 2025** CLOSING TIME: **13H00**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
LUTHULI MUSEUM 3233 NOKUKHANYA LUTHULI STREET GROUTVILLE KWADUKUZA, RECEPTION AREA

For Enquiries: scmofficer@luthulimuseum.org.za

The bid box is generally open from **08:00 – 16:00 Monday - Friday**.

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

PLEASE SUBMIT: ONE (1) ORIGINAL HARD COPY MARKED “ORIGINAL PROPOSAL” AND TWO (2) COPIES MARKED “COPY” AND 1 CLEARLY LABELLED USB WHICH MUST CONSIST OF THE SCANNED COPY OF ORIGINAL PROPOSAL

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.....				
VAT REGISTRATION NUMBER						
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?			YES/NO			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?			YES/NO (IF YES ENCLOSE PROOF)			
SIGNATURE OF BIDDER						
DATE						
CAPACITY UNDER WHICH THIS BID IS SIGNED						
<table style="width: 100%;"> <tr> <td style="width: 45%;">TOTAL BID PRICE.....</td> <td style="width: 10%;">TOTAL NUMBER OF ITEMS OFFERED</td> <td style="width: 45%;">.....</td> </tr> </table>				TOTAL BID PRICE.....	TOTAL NUMBER OF ITEMS OFFERED	
TOTAL BID PRICE.....	TOTAL NUMBER OF ITEMS OFFERED					

7. SUBMISSION OF THE BID:

BID DOCUMENTS MAY BE DEPOSITED INTO THE BID BOX:

Luthuli Museum - Reception Area
3233 Nokukhanya Luthuli Street
Groutville
Kwadukuza
4450

(The Box is accessible from 08:00 – 16:00 on Weekdays)

8. **NOTE: BIDDERS MUST INITIAL ALL PAGES OF THE BID DOCUMENT.**

9. Additional Notes:

- 9.1 Check list to be completed and attached to the Bid submission.
- 9.2 Incomplete documents will be regarded as non-responsive
- 9.3 All forms to be completed in black ink
- 9.4 No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialling the change
- 9.5 No late quotations / bids will be accepted
- 9.6 The Luthuli Museum reserves the right to award or may not award the bid or to partially award.

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

.....

.....

NAME:

TITLE:

DATE:



10. TERMS AND CONDITIONS

- 10.1 This document may contain confidential information that is the property of the Luthuli Museum. Therefore, no part of the contents may be used, copied; disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the Luthuli Museum.
- 10.2 All copyright and intellectual property herein is vested with the Luthuli Museum.
- 10.3 Late and incomplete submissions will not be accepted.
- 10.4 Submissions that are not compliant with the outlined requirements and conditions of this Bid will not be accepted.
- 10.5 **Price breakdown must be provided in South African Rand value, inclusive of VAT.**

11. RESPONSE FORMAT

The response to this Bid shall be in accordance with the response format specified below. Failure to do so may result in the Bid Submission being disqualified.

- (a) Original and valid **TAX CLEARANCE CERTIFICATE** (if not submitted before) as per **SBD 2** Form attached.
- (b) Completed and signed **SBD 3.3** form re: **PRICING SCHEDULE** (Professional Services) form as attached.
- (c) Completed and signed **SBD 4** form re: **DECLARATION OF INTEREST** form as attached.
- (d) Completed and signed **SBD 6.1** form re: **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**
- (e) Completed and signed **SBD 7.2** re: **CONTRACT FORM – RENDERING OF SERVICES** forms as attached.

12. APPLICABLE PREFERENCE POINTS SYSTEMS FOR THIS BID

The applicable preference points for this Bid in terms of the Preferential Procurement Policy Framework Act, of 2022 (PPPFA) and its Regulations are as follows:

12.1 The **80/20 system** for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

12.2 The **90/10 system** for requirements with a Rand value above R50 000 000 (all applicable taxes included).

12.3 The Rand value of this Bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20 preference point shall be applicable.**

12.4 Preference points for this Bid shall be awarded for:

80 points will be for PRICE

20 points will be for SPECIFIC GOALS

13. EVALUATION CRITERIA

13.1 STAGE ONE: COMPETENCY AND MANDATORY REQUIREMENTS

Bidders' proposals must meet the following competency and mandatory requirements, and supporting documents must be submitted with the completed bid document in a sealed envelope and deposited in the bid box before the closing date and time. Failure to comply will automatically eliminate the bid for further consideration. The following should be returnable together with the request:

- The Internal Auditor must be registered as professional member and in good standing with either:
 - IIA SA - Institute of Internal Auditors South Africa.
 - IRBA - Independent Regulatory Board of Auditors.
- External quality assessment report (QAIP) that is no older than 5 years by an Independent qualified assessor or assessment team with at least one person who holds an active Certified Internal Auditor® designation.
- In-house capacity at least of three (3) Registered/certified Auditors.
- The audit firm must have a minimum of 5 years of experience in internal audit.
- Experience and a comprehensive understanding of the Public Sector, Heritage Site, will be an advantage.
- The audit firm must have sufficient in-house capacity to perform internal audits for the Luthuli Museum.
- The firm, director, manager, and team should be free of any conflicts of interest related to the provision of internal audit services and sign confirmation per **Annexure A**.
- Submit at least Three (3) Traceable Reference Letters on a Company or Organisation's Letterhead with Contactable References, Duration of the Project (The duration should be between 2020 – 2025) and the Value of the Project.

CONTENT OF THE PROPOSAL

The proposal must include the following:

- Company Profile, with details of experience in carrying out projects of this nature (supply evidence)
- Proposed methodology and approach to be used in keeping with the scope of work.
- Composition of the project team and a brief CV of each member of the proposed team (qualifications, experience, and expertise).
- Evidence of registration with IRBA or certification with IIA.
- Last audited/independently reviewed annual financial statements not older than five (5) years.
- Company's Annual Training plan for Directors/ Key Personnel
- The pricing/ costing schedule per **Annexure B**.

- Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
- Valid SARS Tax Pin
- B-BBEE Certificate or Sworn Affidavit (Valid at the time of closure of the request)
- Company Registration Documents (CIPC)
- A valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate.
- All the Returnable Documents must be certified (Not older than 6 months)
- The Bid Document (This Document must be submitted in its original format)

- Other important conditions:
 - The prospective service provider/ firm is responsible for all costs incurred in the preparation and submission of the proposal.
 - The successful service provider will enter a formal contract with the Luthuli Museum and will be required annually to submit an updated Internal Audit Three Year Rolling Plan for approval by the Audit and Risk Committee.
 - The Luthuli Museum shall retain the ownership of all Audit Reports and other documents collected or prepared during the planning, execution and reporting of internal audit reviews.
 - The documents and Audit reports generated in line with the scope of work must be processed in line with the Protection of Personal Information Act.
 - By accepting to take part in the proposal process, you agree to keep all information shared with you in relation to the proposal process confidential, not to disclose it to third parties and not to use it for purposes other than the proposal.
 - The Luthuli Museum reserves the right not to award this contract.
 - Should the bidder present information intentionally incorrectly/fraudulently their proposal will be disqualified.
 - It is the responsibility of prospective service providers to ensure that their proposal is submitted before the closing date and time, and to ensure that the proposal is received by the Luthuli Museum.

13.2 **STAGE TWO: TECHNICAL FUNCTIONALITY REQUIREMENTS**

- 13.2.1 The tender will be expected to submit substantial information (valid copies and detailed information as ordered) to claim points for each of the criteria or sub criteria set.
- 13.2.2 The Bidder must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
- 13.2.3 A Tender scoring an average score below **70 points** in Functionality will be considered as **DISQUALIFIED** from evaluation and will be discarded from any further evaluation.

- 13.2.4 Non-submission or poorly completed schedule or incomplete information will result in a Bidder losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, it is the responsibility of the Bidder to ensure that all copies are clear and certified when the conditions require them to be so.
- 13.2.5 No second chance will be given to a Bidder to submit some information after tender closure on this stage of evaluation i.e. functionality.

Bidders passing compliance and responsiveness will thereafter be evaluated on Functionality as per PPPFA.

Functionality 100 Points
Minimum threshold to be attained by the bidder 70 Points.

A Tender scoring below 70 Points in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.

Quality criteria	Evaluation schedule	Maximum number of points
Experience of the Bidder	Schedule 1	10
Experience of Director and Key Personnel	Schedule 2	40
Reference Letters	Schedule 3	10
Methodology	Schedule 4	40
Maximum possible score for functionality (Ms)		100

BID EVALUATION CRITERIA	TOTAL (MAX) POINTS
1. EXPERIENCE OF BIDDER: 20 POINTS <u>Breakdown of Points:</u> 1.1 The audit firm must have a minimum of 5 years of experience in Internal audit. <u>SCORING:</u> - Company's years of experience more than 10 years = 10 point - Company's years of experience is at least 5 years but not more than 10 years = 5 points - Less than 5 years' experience = 0 points 1.2 Experience in working with Public Entities, Heritage Site (submit relevant reference letters of experience) N.B. The reference letter(s) must not be older than five years, must be on the letterhead of the previously serviced client, title of the related work conducted, year(s) conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The reference letter should indicate the quality of the service rendered.	20

<u>SCORING:</u> • More than 3 letters attached = 10 points • 1-2 letter attached = 5 points • No/unsatisfactory /incomplete reference letters attached = 0 points		
2. EXPERIENCE OF DIRECTOR AND KEY PERSONNEL: 30 POINTS <u>Breakdown of Points:</u> 2.1 Experience and Qualification of a Director and Key Personnel Qualifications: Must be accredited with an appropriate professional body (e.g., CIA, CA (SA), ACCA) proof of accreditation must be provided. N.B bidders must attach certified copies not older than 6 months of the qualifications. Experience Must have at least 5 years of experience in related work. <u>SCORING:</u> Qualification: • Proof of relevant professional accreditation is provided = 10 points • No proof of professional accreditation attached/irrelevant professional accreditation = 0 points Experience: • Has at least 5 years' experience in related work = 10 points • Has less than 5 years' experience in related work = 0 points 2.2 Curriculum Vitae(s) and qualification of each of the core team members Bidders must attach relevant certified copies of the highest qualifications/professional certificate. • Certification may not be older than 6 months prior to submission and preferably in Accounting/Internal Auditing. • Uncertified qualification/professional certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate. The potential bidder must attach brief CVs and proof of registration of 3 core management team members consisting of Internal Audit specialist. A CV of not more than 4 pages must be attached to this schedule. <u>SCORING:</u> • Internal Audit Manager in possession of professional accreditation (CIS/CISA/CA) and 5 years post qualification experience = 5 points • Each team member has BTech in Internal Auditing (proof of qualification must be submitted = 3 points. • Each team member has a minimum of 2 years post articles experience = 2 points. • No CV and /or certified copies of qualifications attached for the respective team member = 0 points	30	

3. REFERENCE LETTERS:**10 POINTS**

Reference Letters from different organisations not older than 5 years as evidence of related internal audit work previously conducted.

N.B The reference letter(s) must be on the letterhead of the previously serviced client and should reflect, at least, the name of the client, title of the related work conducted, year(s) conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The reference letter should indicate the quality of the service rendered.

SCORING:

5 Reference letters or more including performance information letters attached = 5 points

4 reference letters or more including performance information attached = 3 points

3 reference letters attached = 2 points

2 reference letters/ incomplete attached = 0 points

10**4. METHODOLOGY – 40 POINTS**

Methodology and project approach: Proposal on methodology and project approach indicating a practical framework to demonstrate an adequate understanding of Internal Audit services in line with the scope of work.

- The plan should cover short-, medium-, and long-term objectives.
- Methodology and project plan linked to the milestones and timeframes.
- Programme structure with clear timelines and outputs.
- Quality assurance steps indicated.
- Clear reporting mechanisms; and
- Indicators and means of verifying progress.

40

Evaluating Point	Assessment Criteria	Max point (s)
Understating of Project Scope	Demonstration of clear understanding and ability to cover all the Project objectives (10), scope and deliverables with timeframes (10). Adequacy and appropriateness will be assessed.	20
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (5) and processes (5) to ensure quality control and assurance in all phases of the project	10
Stakeholder management and reporting	Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders (5). Indicate appropriate reporting requirement and summary of content (5).	10

The Methodology must respond to the scope of work, the nature of the contract, and outline the proposed approach / methodology.

The prompts for judgment and the associated scores used in the evaluation of functionality shall be as follows:

Score (Points)	Prompt for judgement
0-29	Failed to address the questions / issues.
30-50	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.
50-59	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60-79	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.
80-89	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
90-100	Excellent – response / answer / solution gives real confidence that the bidder will add real value.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality.

13.3 STAGE THREE: EVALUATION POINTS ON PREFERENTIAL POINTS REGULATIONS OF 2022

The **80/20 Preference Point System** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2022*

CRITERIA	POINTS
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

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 Bidders: The Bidder 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Race HDP (Black Equity Ownership) (100% Black Equity Ownership)	10	
Gender HDP (Women Equity Ownership) (Women Equity Ownership is 51% or more)	4	
Youth Equity Ownership (Youth Equity Ownership is 100%)	4	
People with Disability	2	

14 SUPPLY CHAIN MANAGEMENT CONDITIONS

14.1 Expectations

14.1.1 Tender proposal expectations

The Bidder must provide a detailed proposal/ methodology outlining the services to be rendered, covering as a minimum all the section raised in this document. If any of the requirements will not be offered, this must be stated clearly. A statement is required against every section below describing how the requirement will be met.

14.1.2 Organizational profile

The Bidder must reflect all relevant information about itself that may assist the Luthuli Museum to assess its capabilities, capacity, outputs, value-adding abilities, competitive advantages.

14.1.3 Price and cost structure

The Bidder must provide a firm price for the services to be rendered. This is to be reflected inclusive of VAT.

14.1.4 Conditions

14.1.4.1 Where their offices are situated.

14.1.4.2 The names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bid.

14.1.4.3 A list of references and Reference Letters, in a Company Letterhead, must accompany the bidder and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value, must be furnished.

14.1.4.4 Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner and Unemployment Insurance Commissioner (if applicable).

14.1.4.5 Bidders to submit original or certified copy of the SARS Tax Pin and BBBEE certificates status level as issued and verified by applicable agencies.

- 14.1.4.6 Bidders to submit CIPC Registration Documents.
- 14.1.4.7 Bidders to submit a valid copy of CIDB Registration Certificate.

15. SPECIAL TERMS AND CONDITIONS OF THE BID

15.1 Lodging of submissions:

Four (4) submissions must be delivered by hand (**One Original, Two Copies and a USB**) to:

The Luthuli Museum
3233 Nokukhanya Luthuli Street
Groutville
Kwadukuza
4450

Submissions not received on time and date specified will not be considered

15.2 Compliance with General Conditions of Contract (GCC)

No Alteration, variation or amendment of the Contract (of which this RFP represent the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the Luthuli Museum in this RFP, which shall form the offer element of a Contract and if it is accepted by the Luthuli Museum, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposal. The Luthuli Museum reserves the right to reject such submissions. Misrepresentation of facts will result in disqualification and cancellation of the contract.

15.3 Acceptance of Submissions

The staff complement of the prospective providers will be considered against the reality of societal demographics, for the purpose of affirmation commitment to principles of diversity and employment equity. Prospective providers are requested to include a report on corrective action in their profiles that they send to the Luthuli Museum, as necessary.

15.4 Luthuli Museum Liability:

The Luthuli Museum does not bind itself to accept the lowest or any bid proposal, nor to sign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or loss that may be incurred by the prospective provider in the preparation and delivery of its submission.

15.5 Submission Acceptance

No submission shall be deemed to have been accepted, unless and until a formal contract is prepared and executed.

15.6 Prices:

All prices quoted are to be in SA Rand and inclusive of Value Added Tax (VAT). No change in prices submitted shall be considered after receipt of response to the Tender submission. Contract is fixed priced contract and not subject to escalations.

15.7 Cost of Proposal

Bidders shall bear the costs associated with the preparation and submission of their proposals, the Luthuli Museum will not be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

15.8 BID Documents:

This document in its entirety serves as the complete Bid document. Proposal must offer services to the Luthuli Museum only. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of their Proposal.

15.9 Documents comprising the proposal:

In preparing the technical and price component of your submission all references descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as Annexures to the proposal/response. Bidders are requested to focus on the provision of relevant information and limit the amount of marketing material. The successful bidder's proposal may be incorporated in whole or part in the final contract.

15.10 Information

Information that the bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will be treated as such accordingly.

15.11 Period of validity

Proposals shall remain valid for **Ninety (90) Days** after the date of Proposal submission. A Proposal valid for a shorter period may be rejected by the Luthuli Museum on the ground that it is non-responsive. In exceptional circumstances, the Luthuli Museum may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their proposal.

15.12 Format and signing of proposal

The bidder shall prepare Three hardcopies of the proposal, clearly marking each **“Original Proposal” (1)** and **“Copy of Proposal” (2)**, and **1 USB** as appropriate. In the event of any discrepancy between them, the original shall govern. The Three proposals shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

15.13 Interlineations

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidders, in which such corrections shall be initialled by the person or persons signing the proposal.

15.14 Payment – Upon receipt of invoice

Service Provider will be paid within 30 days after receipt of each invoice.

15.15 Total Cost of the Contract

For the purpose of this Bid, bidders are to take into account all aspect of financial implications for the duration of the contract.

15.16 Unsuccessful Bids

Unsuccessful bids shall be collected by the respective bidders or returned to the respective owners on completion of the evaluation process, on request.

15.17 Contracting

The milestones and delivery dates will be mutually agreed by both parties and as per contract specifications.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **may** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’ s Office.

SBD2/ Application for tax Certificate...

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[SBD 2]

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **LM01/2025/02**

CLOSING TIME: **13:00**

CLOSING DATE: **17 NOVEMBER 2025**

OFFER TO BE VALID FOR**90**.....DAYS FROM THE CLOSING DATE OF BID.

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

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-----

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.

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.

Any enquiries regarding bidding procedures or technical information may be directed to the –

SUPPLY CHAIN MANAGEMENT OFFICER
LUTHULI MUSEUM
3233 NOKUKHANYA LUTHULI STREET
GROUTVILLE
KWADUKUZA
4450

E-Mail Address: scmofficer@luthulimuseum.org.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

2.7

Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1

If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1

If yes, did you attach proof of such authority to the bid document?

YES / NO

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

2.7.2.2

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

.....

.....

.....

2.8

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1

If so, furnish particulars:

.....

.....

.....

2.9

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

YES / NO

2.9.1

If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

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

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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 Bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 Bids 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 Bidder 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 Bidder, 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

“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;

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“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
- (d) **“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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 Bidder 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 Bid 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 Bidders: The Bidder 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bidder)
Race HDP (Black Equity Ownership) (100% Black Equity Ownership)	10	
Gender HDP (Women Equity Ownership) (Women Equity Ownership is 51% or more)	4	
Youth Equity Ownership (Youth Equity Ownership is 100%)	4	
People with Disability	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 Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SCOPE OF WORK

**THE APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE
PROVISION OF INTERNAL AUDIT SERVICES FOR THE LUTHULI MUSEUM, FOR A PERIOD OF
THIRTY-SIX MONTHS (3 YEARS)**

SCOPE OF WORK

The scope of Internal Audit encompasses the examination and evaluation of the adequacy and effectiveness of the Luthuli Museum's governance, risk management process, systems of internal control structure, and the quality of performance in carrying out assigned responsibilities to achieve the organisation's stated goals and objectives.

The appointed auditors will be required to provide the following service (Please indicate with a Yes/No and comments for the line items):

NO	SERVICE DESCRIPTION	CHECKLIST		REMARKS
		YES	NO	
1.	Review the adequacy and effectiveness of governance processes within the Museum			
2.	Review the adequacy and effectiveness of Procurement processes within the Museum, and the completeness of irregular, wasteful and fruitless expenditure			
3.	Performance Management System and implementation Review, Performance Reports and evidence reviews, and Compliance with relevant laws and Regulations			
4.	Review the controls in place to ensure effective financial controls on following components - Asset Management, Expenditure Management, and Inventory Management			
5.	Physical Controls to ensure collections are adequately safeguarded - Preservation and Maintenance (Climate and Humidity control), Inspections and monitoring, Equipment, Cleaning and Handling Procedures, and Heritage Asset Register			
6.	Review of Annual Financial Statements and Annual Performance Plan			
7.	Compile a three-year risk-based rolling internal audit plan for approval by the Audit and Risk Committee.			
8.	Perform internal audits in compliance with the International Professional Practices Framework (IPPF). The service provider is expected to have requisite knowledge, skills, and sufficient capacity to perform internal audit services pursuant to the requirements of the Global Internal Audit Standards and have an in-depth knowledge of the latest standards set by the International Financial Reporting Standards (IFRS) and the regulatory environment.			
9.	Monitor the clearing and implementation of internal and external audit findings and recommendations.			
10.	Report on the findings to management and secure comments before presenting to the Audit and Risk Committee.			
11.	Attend Audit and Risk Committee meetings and report to the Committee on the performance against the plan and the management of risks including a regular overview of the control			

	environment.			
12.	Provide an overall annual assessment on the audited control environment for the Audit and Risk Committee.			
13.	Work in conjunction with external auditors in the provision of combined assurance to the Luthuli Museum on the effectiveness of the internal control systems.			
14.	Providing assurance on any ad hoc projects as requested from time to time.			
15.	To review the Internal Audit Charter per Luthuli Museum requirements.			
16.	Perform full management and administration of a completely outsourced internal audit function.			
17.	Review Internal Controls of the Fraud Prevention Plan and function as liaison officers for the Whistleblowing hotline.			
18.	Information Communication Technology Audit Review			

BID DOCUMENT RETURNABLES

ANNEXURE A: CONFIRMATION OF INDEPENDENCE

From: *(Name of Audit Firm and Address)*

To: Luthuli Museum
3233 Nokukhanya Luthuli Street
Groutville
KwaDukuza

Date:

LETTER OF CONFIRMATION OF INDEPENDENCE FROM THE LUTHULI MUSEUM

[Name of Audit Firm] _____ hereby confirms that that independence and ethical requirements by all team members proposed for this assignment, are communicated during the planning, fieldwork and finalisation phases of the audit and will be monitored on a continuous basis.

I hereby confirm that our firm is independent of the Luthuli Museum in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and/or the Institute of Internal Auditors (IIA) Global Internal Audit Standards.

I hereby confirm that [Name of Audit Firm] _____ currently does not do any work for the Luthuli Museum which may result in a direct conflict of interest. I hereby confirm that there is no conflict of interest between the Luthuli Museum and any of the staff members to be involved in the audits. The capabilities and competence of the staff to be on the audit was assessed and found to be sufficient.

I further confirm that none of the directors of our firm sits on any audit or advisory Committees of the Luthuli Museum

I hereby confirm that Name of Audit Firm] _____ has not been subject to any issues regarding ethical misconduct and the firm is currently not involved in any scandals which may impact our reputation.

Yours sincerely

NAME AND SIGNATURE OF INTERNAL AUDIT DIRECTOR

COMPANY STAMP

**ANNEXURE B: PRICING/ COSTING SCHEDULE FOR INTERNAL
AUDIT SERVICES FOR THE LUTHULI MUSEUM, FOR A PERIOD OF
THIRTY-SIX MONTHS (3 YEARS)**

COMPANY DETAILS				
Name of Firm/Service Provider				
Representative/ Contact Person				
Contact Details				
Telephone/ Mobile				
E-mail address				
PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE				
Designation/ Description	Quantity	Rate per Hour {R}	Total Hours	Total Cost {R}
Sub-Total				
Disbursements				
Total for Year One {R}				
SUMMARY OF AUDIT FEES PER YEAR				TOTAL COST {R}
Year One				
Year Two				
Year Three				
TOTAL AUDIT COST INCLUDING VAT {R} - 3 YEAR PERIOD				

NOTES:

1. The costing schedule is to be submitted as part of the proposal.
2. Proposals without full pricing/ total costing year-on-year will be regarded as non-compliant.

NAME AND SIGNATURE OF INTERNAL AUDIT DIRECTOR

COMPANY STAMP

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

14. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
15. 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.

15 The General Conditions of Contract will form part of all bid documents and may not be amended.

16 Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

17	Definitions
18	Application
19	General
20	Standards
21	Use of contract documents and information; inspection
22	Patent rights
23	Performance security
24	Inspections, tests and analysis
25	Packing
26	Delivery and documents
27	Insurance
28	Transportation
29	Incidental services
30	Spare parts
31	Warranty
32	Payment
33	Prices
34	Contract amendments
35	Assignment
36	Subcontracts
37	Delays in the supplier's performance
38	Penalties
39	Termination for default
40	Dumping and countervailing duties
41	Force Majeure
42	Termination for insolvency
43	Settlement of disputes
44	Limitation of liability
45	Governing language
46	Applicable law
47	Notices
48	Taxes and duties
49	National Industrial Participation Programme (NIPP)

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

(b) Standards

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

(c) 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.

(f) 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.

(g) 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 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
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.

(m) 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.

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

51 **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:

52 performance or supervision of on-site assembly and/or
commissioning of the supplied goods;
53 furnishing of tools required for assembly and/or maintenance
of the supplied goods;
54 furnishing of a detailed operations and maintenance manual
for each appropriate unit of the supplied goods;
55 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:

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

19. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

3. 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:

- 5 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;
- 6 if the Supplier fails to perform any other obligation(s) under the contract; or
- 7 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:

- y the name and address of the supplier and / or person restricted by the purchaser;
- y the date of commencement of the restriction
- y the period of restriction; and
- y 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.

**x 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.

**1. 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.

**2. 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.

**3. Limitation
of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(d) 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

		6.	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.
1. 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.
2. Applicable law		30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
3. Notices		31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
		31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
3. Taxes and duties		32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
		32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
		32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the 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.
33. Industrial Participation Programme	National (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.

