



REQUEST FOR PROPOSALS (RFP)

THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO KWAZULU-NATAL MUSEUM AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

BID REFERENCE NUMBER : **KZN.M/TMC_09/2026**

ISSUE DATE : Monday, 07 September 2026

COMPULSORY SITE BRIEFING : Thursday, 17 September 2026 at 11h30

VENUE : KwaZulu-Natal Museum

CLOSING DATE AND TIME : Monday, 28 September 2026 at 11h00

SUBMISSIONS DELIVERY : KwaZulu-Natal Museum 237
Jabu Ndlovu Street
Pietermaritzburg
3201

FOR ATTENTION : Supply Chain Management Unit

BIDDER NAME :

BIDDER DETAILS / STAMP :

Initials

CLOSING DATE: Monday, 28 September 2026

TECHNICAL AND ADMINISTRATIVE ENQUIRIES:

Executive Manager: Finance & Administration Mr
Siphamandla Dlamini
Tel: (033) 345-1404
Email: sdlamini@nmsa.org.za

KwaZulu-Natal Museum 237
Jabu Ndlovu Street
PIETERMARITZBURG
3201

Sir/Madam

REQUEST FOR PROPOSAL (RFP): **KZN.M/TMC_09/2026**: THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO KWAZULU-NATAL MUSEUM AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

Kindly furnish the KwaZulu-Natal Museum with a proposal for the supply of the services as per attached documents.

The conditions contained in the KwaZulu-Natal Museum's policy documents and all other conditions quoted in this RFP, will apply to your submission.

This RFP, as formulated, contains relevant KwaZulu-Natal Museum's tender documents/forms that must be completed.

The KwaZulu-Natal Museum takes no responsibility for any late tenders, whatever the reason may be. Yours

sincerely

.....

Mr Siphamandla Dlamini
Executive Manager: Finance and Administration

SECTION 1

SBD1

PART A

INVITATION TO BID:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL MUSEUM					
BID NUMBER:	KZN.M/TMC_09/2026	CLOSING DATE:	Monday, 28 September 2026	CLOSING TIME:	11:30
BRIEFING	A COMPULSORY BRIEFING WILL BE HELD AT KWAZULU NATAL MUSEUM ON THE Thursday, 17 September 2026. BIDDERS INTERESTED IN ATTENDING				
DESCRIPTION	THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO KWAZULU-NATAL MUSEUM AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS				
BID RESPONSE MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
KwaZulu-Natal Museum					
237 Jabu Ndlovu Street					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Vuyokazi Mncwabe		CONTACT PERSON	Mr Mlungisi Ndwandwe	
TELEPHONE NUMBER	033 341 0500		TELEPHONE NUMBER	033 341 0500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	vmncwabe@nmsa.org.za		E-MAIL ADDRESS	mndwandwe@nmsa.org.za	
IMPORTANT NOTICE	PLEASE NOTE THAT ALL ENQUIRIES MAY BE EMAILED TO scm@nmsa.org.za FROM 07 September 2026 TO 28 September 2026(CUT-OFF DATE). QUIRIES RECEIVED AFTER THE CUT-OFF DATE WILL NOT BE ADDRESSED.				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		

Initials

CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for the specific goals specified of tender in accordance with the table below:

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 Supplier)
Black Ownership	8	
Women Owned	4	
Youth Owned	4	
Disability Owned	2	
Locality	2	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

Initials

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

Initials

PART B

SBD1

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

Initials

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

If so, furnish particulars:

.....
.....

Initials

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

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Initials

SECTION 3

SBD 6.1

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 outlined in point 3 below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference Points based on specific goals.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Preference Points	20
Total points for Price and Preference Points must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points are not claimed.

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

Initials

2. POINTS AWARDED FOR PRICE

2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 - \frac{80}{P_t - P_{min}} \times (P_t - P_{min})$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = Price of lowest acceptable bid.

3. PREFERENCE POINTS AWARDED

3.1 In terms of Regulation 4(2); 5(2); 6(2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for the specific goals specified of tender in accordance with the table below:

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)
Black Ownership		8		
Women Owned		4		
Youth Owned		4		
Disability Owned		2		
Locality		2		

3.2 Preference points for black ownership will be awarded as follows:

Black Ownership	% of Preferential Point
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	0%

3.3 Youth ownership points will be awarded as follows:

3.4

Youth Ownership	% of Preferential Point
Bidder with 100% youth ownership	100%
Bidder with 51% to 99% youth ownership	50%
Bidder with less than 51% youth ownership	0%

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm:.....

4.2 VAT registration number:.....

4.3 Company registration number:.....

4.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

4.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

4.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

4.7 Total number of years the company/firm has been in business:.....

Initials

4.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals of contributor indicated in paragraphs 1.4 and 3.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points and specific goals 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 1.3 and 3.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the preference points of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 by the National Treasury 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.

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

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

.....

.....

Initials

SECTION 4

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Initials

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 audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Initials

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Initials

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Initials

SECTION 5

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

SECTION 5

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **KZN.M/TMC_09/2026**

Appointment of a Professional Service Provider to provide Travel Management Services to the KwaZulu-Natal Museum, in response to the invitation for the bid made by: **KwaZulu-Natal Museum**

Initials

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Initials

SECTION 5

SBD 9

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

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

SECTION 5

SBD 9

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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 (**Compulsory returnables**), *inter alia*
 - Invitation to bid;
 - Proof of valid 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;
 - BBBEE Certificate
 - (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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

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WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.1 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.

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

15.3 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.

15.4 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.

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|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.1 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.</p> <p>16.2 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.</p> <p>16.3 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the 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. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

SECTION 6

TERMS OF REFERENCE

KZN.M/TMC_09/2026

THE APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO KWAZULU-NATAL MUSEUM AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

1. PURPOSE

- 1.1 KWAZULU-NATAL MUSEUM requires the services of suitably qualified, competent and experienced service providers to perform travel requirements that include domestic and international air travel, land transportation, domestic and international accommodation, and visa and passport applications processing amongst others. KWAZULU-NATAL MUSEUM may, at short notice, require that travel arrangements be made from time-to-time. International travel represents a smaller quantity per year compared to the domestic arrangements and this may vary each year subject to the needs of KWAZULU-NATAL MUSEUM.
- 1.2 Prospective Bidders should be familiar with the provisions of: a) the Public Finance Management Act and its related Treasury Regulations b) as well as financial services industry, and c) the regulatory environment
- 1.3 The contract term will be for a period of three years and the contract will be reviewed on an annual basis. The performance of the contract will also be assessed and monitored in accordance with the requirements of Supply Chain Management.
- 1.4 It is mandatory for firms to be registered with the appropriate professional body (IATA).

2. OBJECTIVES

- 2.1 The objective of this Request for Proposal (RFP) is to appoint a suitable, qualified and competent panel of travel agencies capable of providing the services and handling arrangements, which include flight, accommodation, shuttle, vehicle hire and venue booking arrangements for KWAZULU-NATAL MUSEUM.

3. CONDUCT OF THE WORK

- 3.1 The conduct of the work will be performed at the successful bidder's' premises and it is expected for the appointed Travel Management Companies to work under the guidance of KwaZulu-Natal Museum's Supply Chain Management (SCM).

4. SCOPE OF WORK / TASK DIRECTIVE

- 4.1 The appointed Travel Management Companies will be required to provide all-inclusive travel arrangement services to KWAZULU-NATAL MUSEUM. Each requirement must be handled in such a manner that the most cost-effective options are confirmed to satisfy the minimum requirements of KWAZULU-NATAL MUSEUM.
- 4.2 Overall Requirements: KWAZULU-NATAL MUSEUM's requirement for domestic and/or international travel covers the following services:
 - Air travel (Domestic or International)
 - Plan, arrange, amend bookings as requested, confirm bookings and execute payment of all air travel bookings.
 - Negotiate discounts and the most cost-effective air travel options with all available airlines, which

meet the minimum standard and report efforts made on this periodically.

- Negotiate discounts on accumulated expenditure for air travel with all available airlines and revert to KWAZULU-NATAL MUSEUM for executive decisions as appropriate.
- Facilitate visa-booking applications when needed.
- Vehicle Rental
 - Arrange, amend bookings as requested and confirm bookings for all vehicle rentals and/or shuttle bookings and execute payment.
 - Negotiate discounts/vouchers with all available vehicle rental and/or shuttle service providers and report efforts made on this periodically.
- Accommodation
 - Arrange, amend bookings as requested and confirm bookings for all accommodation needs and execute payment.
 - Negotiate discounts/vouchers with all major hotel groups or lodges that meet the standard requirements and report efforts made on this periodically.

4.3 Support Services: KWAZULU-NATAL MUSEUM has the following requirements that must be met by the appointed Travel Management Company:

- All air travel tickets' (including airport tax), accommodation vouchers, vehicle and shuttle booking confirmations will be timeously delivered/e-mailed and SMSed to KWAZULU-NATAL MUSEUM via the relevant staff. Only in exceptional cases and where prior agreement is in place with KWAZULU-NATAL MUSEUM, may travel arrangements be requested/collected or received by any other person not directly employed by KWAZULU-NATAL MUSEUM.
- The Travel Management Companies must allocate sufficient staff to manage this account, which includes a dedicated key accounts manager, consultants, administrative and payment personnel.
- KWAZULU-NATAL MUSEUM requires 24 hours service where emergencies occur and where the direct involvement of the Travel Management Company is necessary to resolve any issues concerning air travel, vehicle rental/shuttle service and accommodation arrangements. A mobile number (or numbers) should be provided for this purpose.
- Once the bid has been awarded, KWAZULU-NATAL MUSEUM will provide the relevant policies, information and budget that must be adhered to, which will stipulate the minimum requirements and standards pertaining to the expected service level.
- The Travel Management Company should also, where relevant provide services relating to visas, passports, insurance, special and/or once off arrangements.
- Provide comprehensive travel services and avoid any situation where parts of KWAZULU-NATAL MUSEUM's requirements will be fulfilled by a sub-contractor of the Travel Management Company where KWAZULU-NATAL MUSEUM will be liable for additional/extra service/management fees.
- Take overall responsibility to confirm all bookings, air travel, shuttle services, vehicle rentals, accommodation bookings and visa/passport applications, ensure that payment has been made and that confirmation thereof is communicated to KWAZULU-NATAL MUSEUM timeously prior to the date of departure.
- Communicate via email and SMS on emergency/short notice changes with regard to flights,

accommodation and land transportation, effectively and as soon as possible to avoid KWAZULU-NATAL MUSEUM travelers being stranded without being informed of the relevant changes in advance.

- Ensure correct referencing of transactions for purposes of reconciling with KWAZULU-NATAL MUSEUM's travel authorization reference number.

4.4 **Reports:** The following is required with respect to reports for submission to KWAZULU-NATAL MUSEUM:

- Financial reports detailing all expenses incurred per month for all transactions processed. The report shall be provided to KWAZULU-NATAL MUSEUM monthly on the first day of each month for expenses incurred in the previous month.
- The report shall, as a minimum, include a detailed summary of all transactions processed, the number and details of change requests, all savings and credits accumulated per month.
- Advance notice on imminent tariff/discount adjustments, which are in place, must be declared and communicated to KWAZULU-NATAL MUSEUM in writing and this should form part of the monthly report. The Travel Management Company will be responsible for ensuring continuous negotiations for lower tariffs or higher discounts and report on efforts made in this regard on a quarterly basis.
- Benefits, discounts and refunds, received from service providers should be declared as part of the monthly report.

4.5 The Travel Agencies shall provide travel services from 07h30 to 17h00 during working days. In addition, the Travel Agencies shall provide contact numbers of dedicated and experienced travel consultants for 24- hour emergency services, services on weekends and official holidays where required. Reservations will be accepted on an official order, or in cases of emergency, by written confirmation from the Executive Manager: Finance & Administration/Director of KWAZULU-NATAL MUSEUM.

5. BACKGROUND

- 5.1 The KwaZulu-Natal Museum is a Declared Cultural Institution established in terms of section 3 of the Cultural Institutions Act (Act No. 119 of 1998, as amended) and is governed by a Council appointed by the Minister of Sport, Arts and Culture. The KwaZulu-Natal Museum is listed under Schedule 3A of Public Finance Management Act (Act No. 1 of 1999).
- 5.2 The KwaZulu-Natal Museum is one of the largest and leading heritage institutions in the country. The Museum is dedicated to serving the people of South Africa by interpreting, collecting and exhibiting material evidence of the cultural and natural world, in order to increase knowledge, understanding and appreciation of our nation's rich heritage.

Background information on the structure of the KwaZulu-Natal Museum can be found in the latest Annual Report, which is available on our website (www.nmsa.org.za).

6. EVALUATION STAGES

6.1 The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1 A	Compulsory briefing session	Yes
Stage 1 B	Initial screening process to check compliance with bid requirements (administrative compliance)	Yes
Stage 2	Functionality requirement evaluation	Yes
Stage 3	Financial Evaluation	Yes

Stage 1:

Stage 1A

No bids will be considered or evaluated for bidders who did not attend the compulsory site briefing. It is the bidders responsibility to ensure they signed the site briefing register as proof of attendance

Section 1B

Verification of service provider(s) compliance with bid requirements and initial screening process (administrative compliance). Bidders will be automatically disqualified if any of the SBD documents are not completed or submitted or any other mandatory requirements are not complied with.

Stage 2:

The Technical proposal will be evaluated out of 100 points with a threshold of 70 points.

Stage 3:

The bid will be evaluated and adjudicated using the 80/20 system (80 for Price and 20 for Specific Goals).

7. FUNCTIONALITY CRITERIA AND EVALUATION

Bidders that score less than the minimum 70 points will be disqualified. Bidders must score a minimum of 70 or more points to qualify for the panel of travel management companies.

• Positive reference letters and portfolio of evidence (15 points) The bidder must submit a minimum of three (3) written reference letters or completion Certificates specifically in the public sector (not older than three (3) years) from previous / present clients where travel management services were/are rendered. All letters must be on a letterhead and signed by the client. The client must be contactable and the contact details provided must include: • Contact Person • Designation • Company Names • Email Address • Land line Number Scoring Criteria • 0 Points = No letter submitted • 5 Points = One letter submitted • 10 Points = Two letters submitted • 15 Points = Three letters submitted	15
• Capacity and Experience (15 points) Bidders must demonstrate that they have been in business for a minimum of five (5) years. Demonstrate the ability to provide a comprehensive service on air travel, accommodation service, conference venue hire, car hire and in-depth knowledge of the industry. ○ Substantiate why it would benefit KWAZULU-NATAL MUSEUM to use the travel management company as opposed to going to airlines and hotels directly (04 points) ○ Provide details of the travel options the bidder gives to the client (03 points) ○ Demonstrate how the bidder will assist KWAZULU-NATAL MUSEUM with cost savings and/or value-added services (04 points) • Ability to facilitate the procurement of venue hire for conferences and workshops (04 points)	15

• Membership to professional recognized travel association(s)/body(ies) (05 points) - Bidder must provide proof of membership.	5
• Financial Status (15 points) Please provide a copy of the latest Audited Financial statements not older than a year comprising of: • Statement of financial Performance (05 points) • Statement of Financial Position statement (underlying supporting documents for line items may be requested and must be made available within 2 days of the request and will be <i>used solely for evaluation purposes</i>) (05 points) • Cash flow statement (05 points)	15
• Execution Plan (25 points) An execution plan covering the following must be provided: • Give detailed after hour procedure (05 points) • Ability to provide a dedicated key accounts manager and consultants (05 points) • Provide company's turnaround time (05 points) • Demonstrate processes of proper authorization (05 points) • Demonstrate processes during emergencies i.e. support and change of travel and accommodation (05 points)	25
• Team qualifications and general capabilities (25 points) The curriculum vitae and certified qualifications of all personnel to be allocated to the project (project team), indicating: ○ Relevant qualifications; (10 points) ○ The project team should indicate the number of years' experience in travel management / tourism <u>Scoring criteria:</u> 0 points = Less than 3years 5 points = 3 years 10 points = Greater than 3years The relationship team management escalation levels (Chain of command) (05 points)	25
Overall Total Score	100 points

PRICING SCHEDULE
(Professional Services)

8.

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

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID.

1. The accompanying information must be used for the formulation of proposals.

BID PRICE IN RSA CURRENCY

** (ALL APPLICABLE TAXES INCLUDED)

PART A: AIR TRAVEL

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
1. Domestic: - Single trip	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
- Round trip	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
2. International: - Round Trip	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Excess baggage	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Airport packing	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
TOTAL	R.....	R.....	

PART B: ACCOMMODATION

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
Domestic (Hotel, Guest house or Bed and Breakfast)	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Regional (Hotel, Guest house or Bed and Breakfast)	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
International			-If service is free, indicate by <u>R 0.00</u>

	R.....	R.....	-If service not offered, indicate by <u>N/A</u>
TOTAL	R.....	R.....	

PART C: CAR RENTAL AND SHUTTLE SERVICES

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
1. Car rental: -Domestic	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
- Regional	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
2. Shuttle: - Domestic	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
- Regional	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
TOTAL	R.....	R.....	

PART D: OTHER SERVICES

DESCRIPTION	SERVICE FEE PER TRANSACTION	ADMINISTRATION FEE PER TRANSACTION	INSTRUCTION
After-hours reservations and amendment fee	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Travel Insurance (International trips)	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Visa application assistance	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Change fee	R.....	R.....	-If service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
Cancellation fee	R	R.....	service is free, indicate by <u>R 0.00</u> -If service not offered, indicate by <u>N/A</u>
TOTAL	R.....	R.....	

Financial Evaluation will be calculated as follows

<u>PART A: AIR TRAVEL</u>	Domestic x 20 International x 5	x 36 Months
<u>PART B: ACCOMMODATION</u>	Domestic x 30 Regional x 10 International x 5	x 36 Months
<u>PART C: CAR RENTAL AND SHUTTLE SERVICES</u>	Domestic x 20 Regional x 5	x 36 Months
<u>PART D: OTHER SERVICES</u>	TOTAL x 20	x 36 Months
<u>TOTAL COST</u>		

9. Duration of Contract

- 9.1 The service provider is required to enter into a Service Level Agreement (SLA) with KWAZULU-NATAL MUSEUM to perform all functions as set out in the project specification or Terms of Reference and National Treasury General Conditions of Contract of 2010.
- 9.2 The successful bidder should be able to start from November 2026.

10. Evaluation Criteria

- 10.1 The evaluation of the technical part of the proposal will be on the basis of the candidate's responsiveness to the terms of reference, as well as the application of the evaluation criteria and points system as indicated below. Each responsive proposal will be given a technical score.

11. BID REQUIREMENTS

The following is required of bidders and should be submitted to KWAZULU-NATAL MUSEUM as part of the bid submission.

- 11.1 Company profile.
- 11.2 All Bidders must be registered on the National Treasury Central Supplier Database (CSD) and must attach a copy of the most recent report to the tender document.
- 11.3 The tax status on CSD must be compliant, as KWAZULU-NATAL MUSEUM is unable to award a contract to a bidder whose tax affairs are not in order as determined by SARS. Bidders whose tax matters have expired or compliance status is invalid will be **disqualified**.

- 11.4 **Original and valid and / or certified** copy of BBBEE status level certificate. Failure to submit a valid BBBEE certificate will result in zero preference points being awarded for BBBEE. BBBEE certificates or sworn affidavits must be valid at the time of the closing of the tender.
- 11.5 Original Bidder Resolution or Letter of authority or Letter of appointment authorising the signatory of the entity to sign the Service Level Agreement (SLA) with KWAZULU-NATAL MUSEUM.
- 11.6 Valid contact details including e-mail address.
- 11.7 Bidders are requested to provide one original of the necessary documents such as certified Identity Document and one copy of all documents.

12. CONFIDENTIALITY

- 12.1 No information or documentation may be used for any other purpose other than providing for a tender proposal to KWAZULU-NATAL MUSEUM, and no copies of any document may be made, except with prior written approval from KWAZULU-NATAL MUSEUM.
- 12.2 The successful bidder and staff will be required to sign a non-disclosure agreement.

13. INTELLECTUAL PROPERTY AND OWNERSHIP

- 13.1 Ownership and copyright of all documentation developed during the period of the contract will be vested in KWAZULU-NATAL MUSEUM.
- 13.2 All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to KWAZULU-NATAL MUSEUM and may not be used for any other purpose by the service provider. The service provider shall give KWAZULU-NATAL MUSEUM all assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of KWAZULU-NATAL MUSEUM and must be handed over to KWAZULU-NATAL MUSEUM on termination of the contract.
- 13.3 All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against KWAZULU-NATAL MUSEUM emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify KWAZULU-NATAL MUSEUM against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

14. LEGISLATIVE AND REGULATORY FRAMEWORK

- 14.1 This bid and all contracts emanating from this bid will be subject to the General Conditions of Contract issued in 2010

in accordance with of the Treasury Regulations 16A, published in terms of the Public Finance Management Act (No. 1 of 1999).

- 14.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract of 2010. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

15. FINANCIAL IMPLICATIONS

- 15.1 No service will be provided to KWAZULU-NATAL MUSEUM before an official order has been issued to the supplier or service provider.
- 15.2 The service provider should be aware that KWAZULU-NATAL MUSEUM only pays after the services have been rendered.
- 15.3 Payments will be done within 30 days of receipt of an invoice with all required supporting documents as per the Service Level Agreement.
- 15.4 Payments will be made by KWAZULU-NATAL MUSEUM after the service provider has submitted an invoice supported by all requisite documents.

16. CLIENT BASE

- 16.1 KWAZULU-NATAL MUSEUM reserves the right to contact references during the evaluation and the adjudication process to obtain information.

17. COMMUNICATION

- 17.1 KWAZULU-NATAL MUSEUM may communicate with bidders where bid clarity is sought to obtain information or to extend the validity period.

18. SUPPLIER DUE DILIGENCE

- 18.1 KWAZULU-NATAL MUSEUM reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. **Bidders must note that, KWAZULU-NATAL MUSEUM will conduct verification on the information submitted and any misrepresentation will result in an automatic disqualification.**

19. CONFLICT OF INTEREST

- 19.1 The bidder or bidders group must submit a document (this must be included in the covering letter), stating whether any of its employees have any interest in KWAZULU-NATAL MUSEUM or whether any of KWAZULU-NATAL MUSEUM's personnel have any interest in the bidders or affiliated business.

20. PACKAGING OF BID

- 20.1 Bidders to arrange the Standard Bidding Documents (SBDs) in their submission in a numerical order.
- 20.2 Bidders to submit price proposal and administrative compliance and functionality documents separately as follows:
- 20.2.1 **ENVELOPE ONE:** Price proposal, Administrative compliance and Functionality proposal.

21. SUBMISSION OF BID DOCUMENTS

- 21.1 Bidders are advised to ensure that bids are submitted allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access KWAZULU-NATAL MUSEUM premises.
- 21.2 All bidders are required to complete a bid register when submitting bid documents. The Bid register is available at the below-mentioned address.
- 21.3 Bidders should deposit their documents into the tender box available on the Ground Floor reception area by Thursday **07 November 2025** at **11H00 am** at the address below:

**KWAZULU-NATAL MUSEUM, 237 JABU NDLOVU STREET,
PIETERMARITZBURG.**

22. COST OF BIDDING GENERAL

- 22.1 The bidder shall bear all costs associated with the preparation and submission of its bid and KWAZULU-NATAL MUSEUM will not be held responsible for these costs regardless of the conduct or outcome of the tender process. The bidder will not be entitled to claim for travel and subsistence expenses. If such expenses are applicable, these charges must be included in the bid price.

23. PRICE OR FEES NEGOTIATION

- 23.1 KWAZULU-NATAL MUSEUM may negotiate the price or fees with the preferred bidder during a competitive bidding process.

24. LATE BIDS

- 24.1 Bids received after the closing date and time will not be accepted for consideration and will be returned unopened to the bidder.

Bids documents should be submitted before 11:00 am on the closing date of the tender.

25. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF TENDER DOCUMENTS

- 25.1 KWAZULU-NATAL MUSEUM will respond per email to any request for clarification of the tender documents which it receives **no later than one (1) week prior to the deadline for submission of bids prescribed by KWAZULU-NATAL MUSEUM.** All enquiries related to the technical content of the Terms of Reference as well as the bid enquires may be directed **in writing** to the officials listed below:

For Bid Enquiries

Ms VUYOKAZI MNCWABE
Tel: (033) 341 0500
Email: scm@nmsa.org.za

For Technical Enquiries:

Mr MLUNGISI NDWANDWE
Tel: (033) 341 0500
Email: mndwandwe@nmsa.org.za