



an agency of the
Department of Sport, Arts and Culture

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Incorporating the satellites:	Insluitend die satelliete:
Oliewenhuis Art Museum	Oliewenhuis-kunsmuseum
Freshford House Museum	Freshford-huismuseum
First Raadsaal	Eerste Raadsaal
Wagon Museum	Waenhuismuseum
Florisbad Research Station	Florisbad-navorsingstasie

REQUEST FOR QUOTE– STANDARD FORMAT PRICE QUOTE

RFQ	REQUEST FOR QUOTE FOR BUILDING WORKS AT OLIEWENHUIS ART MUSEUM
ISSUE DATE	20 August 2025
CLOSING DATE	05 September 2025
CLOSING TIME	12h00
DELIVERY OF QUOTES	Tender Box, National Museum, 36 Aliwal Street, Bloemfontein
QUERIES	Mr. G. Dlamini scm@nasmus.co.za

BRIEFING SESSION	Yes
DATE	27 August 2025 at 12H00
LOCATION ADDRESS	Oliewenhuis Art Museum No. 16 Harrismith street Bloemfontein, 9300
CONTACT PERSON	scm@nasmus.co.za

1. Background to the National Museum

The National Museum - a natural history, cultural history and art museum was established in 1877 and is a declared cultural institution, which resorts under the Department of Arts and Culture and is governed by a council. The mission of the National Museum is to provide heritage resources and an enjoyable experience to all people through quality research, conservation, education and exhibitions. More information about the organisation can be found at www.nasmus.co.za

2. Purpose and Background

The Museum requires a construction company for Building works at Oliewenhuis Art Museum. The contractor will provide the works as required and the works contractor MUST be an established construction company in South Africa, verification of professional credential will be verified with CIDB, ECSA, ECA or ECB. The contract will be for a period as determine in the project plan with the Architecture or Agent appointed to oversee this project.

3. Scope/Specifications with deliverables of Service(s) required.

3.1 Contract Period

Once-off

3.2 Place Of Work

All Building works are to be performed at the Oliewenhuis Art Museum.

3.3 Key Performance Requirements

The provider is to perform all construction works as determined by the Architecture or project management company appointed to oversee the works contractor.

Activities to be undertaken by the contractor upon appointment will include but not limited to:

- The Building works as per Bill of Quantities (BOQ) provided.

4 Compulsory requirements

The bidder must attach the following documents to the quotation as follows.

Order	Mandatory documents to be submitted in the order as indicated below
1	A company profile, the mission and values of your organization, proven track record and details of experience in repairs and refurbishment of heritage sites or buildings.
2	Proof of being an established construction company specialising in repair and refurbishment of heritage buildings in South Africa. At least 3 written reference letters <u>showing 5 years prior experience in providing repairs and refurbishment to Heritage buildings.</u>
3	The bidder must complete the price schedule as provided for in the BOQ attached.
4	A copy of valid registration with Construction Industry Development Board (CIDB) – CIDB grading 2GB or Higher.
5	A copy of valid registration or membership of the Engineering Council of South Africa (ECSA) as construction manager or professional construction project manager

6	The bidder must be an active company registered in the Republic of South Africa and <u>a copy of CIPC registration documents must be attached</u>
7	All the requirements regarding the formation of the Joint Venture, consortium, partnership, sub construction and any other form of a company must be adhered to.
8	Letter of good standing from the Compensation Commissioner (COIDA)
9	Proof of Public Liability Insurance up to R5m. Proof of valid insurance cover must be provided
10	Incorporated Joint Ventures to attach the Incorporated Joint Venture agreement (The agreement should stipulate Management responsibilities, Profit sharing, Partner's Liabilities/responsibilities and Management contributions) if applicable
	<i>The completion of the following enclosed documentation:</i>
11	Health & safety plan
12	Minimum three contactable written reference letters with a logo of a customer of similar previous work done must be attached, and the reference letter must contain the following; <ul style="list-style-type: none"> i) work done in detail ii) duration of work done iii) the value of the work done iv) signature of the customer
13	CV and copies of qualified and experienced Construction manager or project lead to be used on this project.
14	The bidder must be registered on CSD and CSD supplier report must be attached.
15	SBD 1 - Invitation to submit a Quotation.
16	SBD 3.3 - Pricing Schedule (Professional Services)
17	SBD 4 - Declaration of Interest
18	SBD 6.1 - Preference Points Claim
19	SBD 8 - Declaration of bidder's past Supply Chain Management Practices
20	SBD 9 - Certificate of Independent Bid Determination

5 Minimum requirements

The following documents are not compulsory and may be attached;

Order	Non-Mandatory documents to be submitted in the order as indicated below
1	Valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation Systems (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) confirming micro enterprise with annual turnover less than R5 million per annum or a valid BBBEE declaration.
2	SBD 2 – Valid original Tax Clearance Certificate or SARS Tax pin

5.1.1 Matters for noting.

- Non-compliance to the above compulsory requirements will lead to a disqualification of the bidder, except where non-tax compliant with tax matters which is subject to grace period of at least 7 days that will be provided to a preferred service provider should that service provider be non-compliant following bid evaluation.
- Failure by this preferred service provider to rectify its tax matters to a compliant status within the grace period provided will lead to an automatic disqualification.
- Validity period for bids or formal written quotations submitted shall be valid for a minimum period of 90 days. The formal written price quotations received from the service provider/supplier will be regarded as valid for 90 days despite expiry date less than 90 days indicated on a quote.

6. Bid Evaluation (Price Quote)

All bidders will be subject to a three-stage technical evaluation process as follows:

- 6.1. Pre-screening, i.e. determination of compliance to compulsory requirements. They will be required to pass pre-screening to be eligible for further evaluation.
- 6.2. Technical assessment based on functionality. The bidder must score a minimum criteria of at least 70 points to qualify for further evaluation.
- 6.3. Preferential procurement calculation 80/20, whereby 80 is for price and 20 points for specific preferential goals.

7. Price

- 7.1. Bidder must complete pricing in table below inclusive of VAT.

Bid price to be provided as per BOQ attached

8. Functionality

Functionality Criteria		Points	Points Allocation W
• The bidder's number of years of experience in construction/building works as per BOQ to heritage buildings. (Reference letters supporting the provision of construction and the applicable year's the service was provided)	9 or more reference letters with excellent, good or satisfactory service ratings of buildings works to heritage buildings	5	30
	7 - 8 reference letters with excellent, good or satisfactory service ratings ratings of buildings works to heritage buildings	4	
	5 - 6 reference letters with excellent, good or satisfactory service ratings ratings of buildings works to heritage buildings	3	
	3 - 4 reference letters with excellent, good or satisfactory service ratings ratings of buildings works to heritage buildings	2	
	1 - 2 reference letters with excellent, good or satisfactory service ratings ratings of buildings works to heritage buildings	1	
Project management to building works to heritage buildings • Bidder must allocate a site Agent for this project	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the service provider has outstanding knowledge of the deliverables and	5	30

<ul style="list-style-type: none"> • The proposal should contain a work plan, showing tasks, timelines • Did the bidder give, submit clear proposed project timelines for this project? • Does the project plan cater for risk management associated with this project and mitigation strategy? • Project management and turn around management (Ability to - Deliver on Time) 	meets the specifications 100%. The proposal details ways to improve the project outcomes and the quality of the outputs. The proposal has included value added services that is relevant to the project. The sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources and the work plan permits flexibility to accommodate contingencies and risks. The bidder should provide more than one effective option with methodologies.		
	The approach is tailored to address the specific project objectives and requirements. All key activities are included in the activity schedule. There are minor inconsistencies between timing, projects deliverables and the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.	4	
	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the projects. All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, projects deliverables and the proposed approach.	3	
	The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The activity schedule omits important task or the timing of the activities.	2	
	Bidder has not provided methodology, approach or detailed proposed specifications.	1	
	5 years' experience or more	5	30

<ul style="list-style-type: none"> • The Construction Manager/Site Agent number of years of experience in construction in building works/civil works to heritage buildings (CV should be attached. The CV should state the institutions where the service was provided, and the respective years) 	4 years' experience	4	
	3 years' experience	3	
	2 years' experience	2	
	1 years' experience	1	
<ul style="list-style-type: none"> • The highest qualifications of the Construction Manager/Site Agent to be assigned to the project, (Proof of qualifications should be attached) 	Masters degree in construction management/civil engineering	5	10
	Honours degree in construction management/civil engineering	4	
	Bachelor degree in construction management/civil engineering	3	
	Diploma in construction management/civil engineering	2	
	National diploma in construction management/civil engineering	1	

9. Preferential Procurement Assessment

Preferential procurement calculation 80/20, whereby 80 is for price and 20 points for BBBEE points.

Price and Preference Points Evaluation

	Preference Points Criteria	Points Allocation
1	Price	80
2	Specific goals	20
	Total Points	100

10. Preference Point System

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

Goal 1: Broad-Based Black Economic Empowerment

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

Goal 2: Empowerment of Local Businesses

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

Goal 3: Youth Empowerment

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

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

Goal 4: Women Empowerment

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

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

Goal 5: Empowerment of People with Disabilities

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

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

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

Points awarded for each goal

Preferential points will be awarded as per below scoring:

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

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

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

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

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

Proof of claim

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

Item No		Quantity	Rate	Amount	
	<p><u>SECTION NO. 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Minor Works Agreement (Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Minor Works Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Minor Works Agreement (Edition 5.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p>				
	Carried to Collection		R		
	<p>Section No. 1</p> <p>Preliminaries</p> <p>Bill No. 1</p> <p>Preliminaries</p> <p>RUBIQUANT QUANTITY SURVEYORS</p>				

	<p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></p> <p>Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Minor Works Agreement</p> <p>Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries RUBIQUANT QUANTITY SURVEYORS</p>			
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	<p><u>SECTION A: MINOR WORKS AGREEMENT</u></p> <p><u>Interpretation (A1-A7)</u></p> <p>1 Clause 1.0 - Definitions and interpretation</p> <p>Pricing of bills of quantities</p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p>Abbreviated descriptions</p> <p>The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries RUBIQUANT QUANTITY SURVEYORS</p>			
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<p>Legal status of contractor</p>	<p>If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:</p>	<ol style="list-style-type: none"> 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer 	<p>F:..... V:..... T:.....</p>	<p>Item</p>	<p>2 Clause 2.0 - Law, regulations and notices</p>	<p>F:..... V:..... T:.....</p>	<p>Item</p>	<p>3 Clause 3.0 - Offer, acceptance and assignment</p>	<p>F:..... V:..... T:.....</p>	<p>Item</p>	<p>4 Clause 4.0 - Documents</p>	<p>Value Added Tax</p>	<p>Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p>	<p>Priced document as specification</p>	<p>Clause 4.3 is deemed to be deleted</p>	<p>The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any</p>	<p>Carried to Collection</p>	<p>R</p>	<p>Section No. 1 Preliminaries Bill No. 1 Preliminaries RUBIQUANT QUANTITY SURVEYORS</p>
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[illegible]

	<p>Guarantee for payment</p> <p>The employer shall not provide to the contractor a guarantee for payment.</p> <p>The contractor shall waive his lien or right of continuing possession of the works [9.2]</p> <p>Extension of waiver of lien</p> <p>The contractor shall ensure that a waiver of lien or right of continuing possession of the works is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [9.2]</p> <p>F:..... V:..... T:.....</p> <p>Execution (A10 - A14)</p>				
10	<p>Clause 10.0 - Obligations of the employer</p> <p>F:..... V:..... T:.....</p>	Item			
11	<p>Clause 11.0 - Obligations of the contractor</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>Statutory and other notices</p> <p>The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard</p> <p>It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto</p> <p>F:..... V:..... T:.....</p>	Item			
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12	<p>Clause 12.0 - Setting out</p> <p>F:..... V:..... T:.....</p>	Item			
13	<p>Clause 13.0 - Direct contractors</p> <p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [13.1] <p>F:..... V:..... T:.....</p>	Item			
14	<p>Clause 14.0 - Contract instructions</p> <p>Site instructions</p> <p>Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p>	Item			
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<u>Completion (A15 - A18)</u>					
15	<p>Clause 15.0 - Practical completion</p> <p>F:..... V:..... T:.....</p>	Item			
16	<p>Clause 16.0 - Defects liability period and final completion</p> <p>F:..... V:..... T:.....</p>	Item			
17	<p>Clause 17.0 - Revision of the date for practical completion</p> <p>Substitution of materials and goods</p> <p>The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [14.1.8; 17.1 & 2]</p> <p>F:..... V:..... T:.....</p>	Item			
18	<p>Clause 18.0 - Penalty for late or non-completion</p> <p>F:..... V:..... T:.....</p>	Item			
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	<p><u>Payment (A19 - A20)</u></p> <p>19 Clause 19.0 - Payment</p> <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>F:..... V:..... T:.....</p> <p>20 Clause 20.0 - Adjustment of the contract value and final account</p> <p>Cost of claims</p> <p>All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [22.5 & 6] from making a determination on costs</p> <p>F:..... V:..... T:.....</p> <p><u>Suspension or termination (A21)</u></p> <p>21 Clause 21.0 - Suspension or termination</p> <p>F:..... V:..... T:.....</p> <p><u>Dispute resolution (A22)</u></p> <p>22 Clause 22.0 - Dispute resolution</p> <p>F:..... V:..... T:.....</p> <p>23 <u>Agreement</u></p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Preliminaries Bill No. 1 Preliminaries RUBIQUANT QUANTITY SURVEYORS</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>		
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24	<p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>F:..... V:..... T:.....</p> <p><u>Contract data</u></p> <p>Tenderer's selections</p> <p>Before submission of his tender the contractor is to complete the tenderer's selections in the contract data</p> <p>F:..... V:..... T:.....</p>	Item			
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<u>SECTION B: GENERAL PRELIMINARIES</u>				
<u>Definitions and interpretation (B1)</u>				
25	Clause 1.1 - Definitions F:..... V:..... T:.....	Item		
26	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item		
<u>Documents (B2)</u>				
27	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item		
28	Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item		
29	Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item		
30	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item		
<u>Previous work and adjoining properties (B3)</u>				
31	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
32	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
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33	<p>Clause 3.3 - Inspection of adjoining properties</p> <p>F:..... V:..... T:.....</p> <p><u>The site (B4)</u></p>	Item			
34	<p>Clause 4.1 - Handover of site in stages</p> <p>F:..... V:..... T:.....</p>	Item			
35	<p>Clause 4.2 - Enclosure of the works</p> <p>F:..... V:..... T:.....</p>	Item			
36	<p>Clause 4.3 - Geotechnical and other investigations</p> <p>F:..... V:..... T:.....</p>	Item			
37	<p>Clause 4.4 - Encroachments</p> <p>F:..... V:..... T:.....</p>	Item			
38	<p>Clause 4.5 - Existing premises occupied</p> <p>F:..... V:..... T:.....</p>	Item			
39	<p>Clause 4.6 - Services - known</p> <p>F:..... V:..... T:.....</p> <p><u>Management of contract (B5)</u></p>	Item			
40	<p>Clause 5.1 - Management of the works</p> <p>F:..... V:..... T:.....</p>	Item			
41	<p>Clause 5.2 - Progress meetings</p> <p>F:..... V:..... T:.....</p>	Item			
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42	<p>Clause 5.3 - Technical meetings</p> <p>F:..... V:..... T:.....</p> <p><u>Samples, shop drawings and manufacturer's instructions (B6)</u></p>	Item			
43	<p>Clause 6.1 - Samples of materials</p> <p>F:..... V:..... T:.....</p>	Item			
44	<p>Clause 6.2 - Workmanship samples</p> <p>F:..... V:..... T:.....</p>	Item			
45	<p>Clause 6.3 - Shop drawings</p> <p>F:..... V:..... T:.....</p>	Item			
46	<p>Clause 6.4 - Compliance with manufacturer's instructions</p> <p>F:..... V:..... T:.....</p> <p><u>Deposits and fees (B7)</u></p>	Item			
47	<p>Clause 7.1 - Deposits and fees</p> <p>F:..... V:..... T:.....</p> <p><u>Temporary services (B8)</u></p>	Item			
48	<p>Clause 8.1 - Water</p> <p>F:..... V:..... T:.....</p>	Item			
49	<p>Clause 8.2 - Electricity</p> <p>F:..... V:..... T:.....</p>	Item			
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50	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
51	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item		
	<u>Prime cost amounts (B9)</u>			
52	Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item		
	<u>Attendance on subcontractors (B10)</u>			
53	Clause 10.1 - General attendance	N/A		
54	Clause 10.2 - Special attendance	N/A		
	<u>General (B11)</u>			
55	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item		
56	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item		
57	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item		
58	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item		
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59	<p>Clause 11.5 - Disturbance</p> <p>Disturbance</p> <p>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever</p> <p>F:..... V:.....T:.....</p>	Item			
60	<p>Clause 11.6 - Environmental disturbance</p> <p>F:..... V:.....T:.....</p>	Item			
61	<p>Clause 11.7 - Works cleaning and clearing</p> <p>F:..... V:..... T:.....</p>	Item			
62	<p>Clause 11.8 - Vermin</p> <p>F:..... V:..... T:.....</p>	Item			
63	<p>Clause 11.9 - Overhand work</p> <p>F:..... V:..... T:.....</p>	Item			
64	<p>Clause 11.10 - Tenant installations</p> <p>F:..... V:..... T:.....</p>	Item			
65	<p>Clause 11.11 - Advertising</p> <p>F:..... V:..... T:.....</p>	Item			
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<u>SECTION C: SPECIFIC PRELIMINARIES</u>				
66	<p>Warranties for materials and workmanship</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract</p> <p>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so</p> <p>The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor</p> <p>F:..... V:..... T:.....</p>	Item		
67	<p>Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer</p> <p>F:..... V:.....T:.....</p>	Item		
68	<p>Cooperation of the contractor for cost management</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget</p> <p>F:..... V:.....T:.....</p>	Item		
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	<u>Occupational Health and Safety</u>				
69	<p>Occupational Health and Safety Provision</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations Health & Safety specification is compulsory. In the event of partial or total non-compliance, the Principal Agent, notwithstanding any provisions to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, in eluding interest, due to such delay of payment. Furthermore, the Principal Agent may stop any work activity or all work activities if non compliance poses a serious health and safety risk to workers and / or other people or property</p> <p>All references hereunder are to Regulations of the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>The Contractor shall, in submitting his bid, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations</p> <p>F:..... V:..... T:.....</p>	Item			
70	<p>Notification of Construction work</p> <p>The Contractor shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3. The Contractor shall submit the notification in writing, on the appropriate form, prior to commencement of work</p> <p>F:..... V:..... T:.....</p>	Item			

71	<p>Provision of Health and Safety Plan</p> <p>The contractor shall provide and demonstrate to the Principal Agent a suitable and sufficiently documented health and safety plan based on the Act, Construction Regulations and the health and safety specification, which shall be applied from the date of commencement of and for duration of the construction work. The Contractor shall ensure that a copy of the health and safety plan is available on request to an employee, inspector, sub contractor or principal agent all in terms of Regulation 5</p> <p>F:..... V:..... T:.....</p>	Item		
72	<p>Proof of registration with the compensation fund</p> <p>The Contractor shall provide proof of his registration and good standing with the Compensation Fund or a licensed compensation insurer to the commencement of work</p> <p>F:..... V:..... T:.....</p>	Item		
73	<p>Health and Safety file</p> <p>The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the health and safety specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Principal Agent or Inspector upon request. Upon completion of the works, The Contractor shall hand over a consolidated health and safety file to the principal agent</p> <p>F:..... V:..... T:.....</p>	Item		
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74	<p>Assessment of Construction supervisor and Construction Safety Officer</p> <p>The Contractor shall appoint a full-time competent employee in writing as the Construction supervisor, with the duty of supervising the construction work. The Contractor shall appoint a full-time or part-time construction safety officer in writing to assist in control of all safety related aspects on the site. Such appointments are required to ensure that at all times the requirements of the Act and Construction Regulations are adhered to. Refer to Regulation 6. All work as defined in the Construction Regulations shall be carried out under the supervision of a component person who has been appointed in writing for that purpose</p> <p>F:..... V:..... T:.....</p>	Item		
75	<p>Risk assessment and safety policy</p> <p>Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan. A copy of the risk assessment shall be available on site at all times for inspection. The Contractor shall at all time carry out the works in manner to avoid the risk of bodily harm to persons or risk of damage to any property. He shall take all precautions regarding training of employees in any hazards and the related work procedures, health and safety induction training of employees, visitors or any other persons entering the site and provide personal protective equipment to all employees and visitors to the site which are necessary and adequate to eliminate and conditions which contribute to the risk of injury to persons or damage to property in terms of Regulation 7</p> <p>F:..... V:..... T:.....</p>	Item		
76	<p>Significant Hazards identified and risk assessment prepared by the design</p> <p>The Contractor shall allow for additional financial provision, if any, to take the necessary precautions regarding the significant hazards and risks identified and assessed by the design consultants</p> <p>F:..... V:..... T:.....</p>	Item		
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77	<p>Additional financial provision</p> <p>The Contractor shall allow for additional financial provision, if any, to comply with the requirements of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations issued there under which have not been specifically elsewhere provided</p> <p>F:..... V:..... T:.....</p>	Item		
78	<p>Compliance</p> <p>The contractor shall be required to issue a Certificate of Compliance pertaining to all electrical work upon practical completion. to the satisfaction of the Principal Agent</p> <p>F:..... V:..... T:.....</p> <p><u>SUMMARY OF CATEGORIES</u></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>	Item		
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OLIEWENHUISE ROOF REPAIR AND RENOVATIONS
GUTTERS

<div>Section No. 1</div> <div>Preliminaries</div> <div>Bill No. 1</div> <div>Preliminaries</div> <div>COLLECTION</div> <div>Total Brought Forward from Page No.</div> <div>Carried Forward</div> <div>Section No. 1</div> <div>Preliminaries</div> <div>Bill No. 1</div> <div>Preliminaries</div> <div>RUBIQUANT QUANTITY SURVEYORS</div>	<div>Page No</div> <div>1</div> <div>2</div> <div>3</div> <div>4</div> <div>5</div> <div>6</div> <div>7</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div>	<div>Amount</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

OLIEWENHUISE ROOF REPAIR AND RENOVATIONS GUTTERS

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Item No	Quantity	Rate	Amount
<u>SECTION NO. 2</u>			
<u>BILL NO. 1</u>			
<u>ALTERATIONS (PROVISIONAL)</u>			
NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or other approved may be used with prior approval from the architect			
<u>ROOFS</u>			
<u>Removal / repair of roofs etc</u>			
1	Remove existing downpipes and make good of wall where brackets was removed to receive new downpipes (elsewhere measured)	m	30
2	Remove existing gutters and make neat of fascias or eaves trusses where brackets was removed to receive new gutters (elsewhere measured)	m	16
<u>SUNDRIES</u>			
3	Relocate bird nest by specialist	Item	
Carried Forward to Summary of Section No. 2			R
Section No. 2 Building Works Bill No. 1 Alterations			
RUBIQUANT QUANTITY SURVEYORS			

Item No		Quantity	Rate	Amount	
	<u>SECTION NO. 2</u>				
	<u>BILL NO. 2</u>				
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
	SUPPLEMENTARY PREAMBLES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or other approved may be used with prior approval from the architect.				
	Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 5L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding				
	<u>RAINWATER DISPOSAL</u>				
	<u>Pre painted white seamless sheetmetal system of the same profile as existing (Detail 100-03)</u>				
1	150 x 75mm Gutter (with 75mm radius)	m	154		
2	150mm Downpipe.	m	121		
3	Extra over eaves gutter for outlet for 150mm diameter pipe.	No	26		
4	Extra over eaves gutter for stopped end.	No	36		
5	Extra over eaves gutter for angle.	No	12		
6	Extra over downpipe for shoe.	No	26		
	Carried to Collection			R	
	Section No. 2 Building Works Bill No. 2 Rainwater Disposal RUBIQUANT QUANTITY SURVEYORS				

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OLIEWENHUISE ROOF REPAIR AND RENOVATIONS GUTTERS

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

INVITATION TO BID

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

BID NUMBER:

CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....

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

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

OR

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

36 Aliwal Street, Bloemfontein
9301

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

The bid box is generally open 7 days a week.

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

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

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

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

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:

Contact Person:

Tel:

Fax:

E-mail address:.....

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: SCM Manager

Tel: 051 447 9609

Fax 051 447 6273

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.....

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

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

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

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

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

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.....

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.....

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R.....

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.....

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R.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

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

NASMUS SBD4

BIDDER'S DISCLOSURE

1. Purpose of the form

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 Declaration of shareholding

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

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

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

Full Name	Identity Number	Sex	Disability	Shareholding %

4 DECLARATION

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

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

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

- 4.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 4.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the **National Museum, Bloemfontein** in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 4.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.

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

Signature

Date

Position

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4.1	If so, furnish particulars:
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SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2