

APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE LEASE, INSTALLATION, OPERATION, STOCKING AND MAINTENANCE OF TWO (2) VENDING MACHINES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE NELSON MANDELA MUSEUM



**NELSON MANDELA MUSEUM
REQUEST FOR PROPOSALS**

RFP NO 04 OF 2026

**APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE LEASE,
INSTALLATION, OPERATION, STOCKING AND MAINTENANCE OF TWO (2)
VENDING MACHINES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE
NELSON MANDELA MUSEUM**

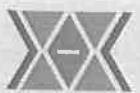
ISSUE DATE: 01 October 2026

CLOSING DATE: 12 November 2026

CLOSING TIME: 12:00

**COMPULSORY BRIEFING AND SITE INSPECTION: DATE 20 October 2026,
TIME :10:00 AM AND VENUE NELSON MANDELA MUSEUM, BHUNGA
BUILDING, MTHATHA**

TENDER VALIDITY PERIOD: 120 CALENDAR DAYS



2. BACKGROUND

The Nelson Mandela Museum is a Schedule 3A public entity established in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999), and operates within the portfolio of the Department of Sport, Arts and Culture.

The Museum is mandated to preserve, promote and protect the legacy of President Nelson Rolihlahla Mandela through heritage preservation, education, research, public programmes and tourism development.

The Museum intends to improve the visitor experience and provide convenient access to refreshments at selected Museum facilities through the installation and operation of vending machines.

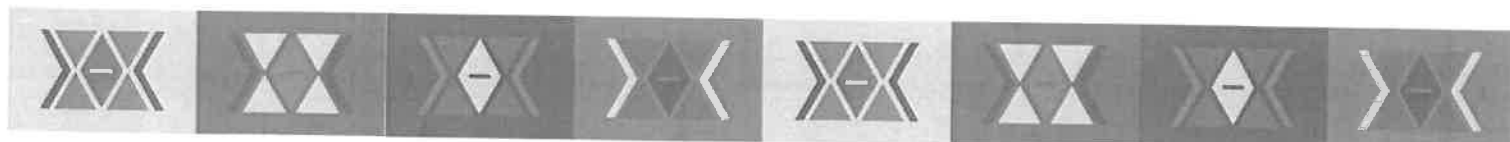
The vending service is also intended to create an additional income stream for the Museum through a transparent revenue-sharing arrangement.

1. PURPOSE AND OBJECTIVES

The purpose of this RFP is to appoint a suitably qualified and experienced service provider to provide two (2) vending machines for a period of thirty-six (36) months.

The objectives are to:

- provide reliable vending services at designated Museum facilities.
- improve convenience and accessibility for visitors, staff, researchers and other Stakeholders.
- ensure continuous availability of suitable snacks and beverages.
- ensure that vending equipment is professionally installed, secure, hygienic and properly maintained.
- generate additional revenue for the Nelson Mandela Museum through a transparent revenue-sharing arrangement;
- ensure compliance with applicable food-safety, health-and-safety and consumer-protection requirements.
- establish effective revenue reconciliation and reporting controls.
- ensure prompt response to equipment failures and customer complaints; and
- establish measurable service standards and contract-management controls.



2. SCOPE OF WORK

The successful service provider shall provide a complete vending solution, including:

- supply or lease of two (2) new commercial-grade vending machines;
- transportation and delivery
- site inspection
- installation and commissioning;
- connection and testing of equipment;
- stocking of vending machines;
- replenishment of stock;
- routine cleaning and sanitation;
- preventative maintenance;
- corrective maintenance;
- replacement of defective equipment;
- provision of suitably trained personnel;
- insurance of equipment, products, cash and public liability;
- revenue collection and reconciliation;
- monthly sales and revenue reporting;
- payment of the agreed revenue share to the Museum;
- compliance with food-safety requirements;
- management of expired and damaged products;
- removal of waste and packaging;
- customer service and complaint management; and
- removal of the vending equipment and reinstatement of the affected areas upon termination or expiry of the contract.

3. CONTRACT PERIOD

The contract shall be for a period of:

- Thirty-six (36) months
- commencing on the effective date specified in the signed Service Level Agreement.
- The contract shall not automatically renew.
- Any extension, variation or amendment shall be subject to the applicable legislative requirements, the NMM SCM Policy, approved delegations and the required written approval.
- The Museum shall monitor the Service Provider's performance against the agreed KPIs.
- Poor performance may result in corrective action, penalties where contractually provided for, suspension, termination or any other remedy permitted by the contract and applicable law.



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- Upon expiry or termination, the Service Provider shall remove all vending equipment, stock, signage and related materials within the period specified by NMM and shall leave the premises in the condition in which they were found, fair wear and tear excepted.

4. SITES AND REQUIRED EQUIPMENT

The vending machines shall be installed at the following site

No.	Site	Address	Quantity
1	Bhunga Building	Corner Nelson Mandela Drive & Owen Street, Mthatha, 5099	1
2	Qunu Youth and Heritage Centre	Qunu A/A, Ngaphezuli	1
	TOTAL		2

The final installation position shall be confirmed by the NMM after site inspection.

The Service Provider shall not install, relocate or remove equipment without written approval from the authorised NMM representative.

5. TECHNICAL AND EQUIPMENT REQUIREMENTS

The successful Service Provider shall provide new, unused, commercial-grade vending machines.

Refurbished or second-hand equipment shall not be accepted

Each bidder shall provide:

- make and model.
- colour photographs
- Dimensions
- Dispensing capacity
- Power requirements
- Payment options
- Cash-handling capability
- Card-payment capability
- Electronic transaction capability where applicable
- Refrigeration/temperature-control specifications where required
- Energy-efficiency information
- Warranty information
- Maintenance arrangements
- Security features
- Product capacity; and
- Any other technical information necessary for evaluation.



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NB: The machines must be suitable for a public heritage environment.

6. PRODUCT AND FOOD-SAFETY REQUIREMENTS

All products shall:

- Comply with applicable South African food-safety legislation
- Be within their expiry dates
- Be supplied in original packaging
- Be suitable for human consumption
- Be properly labelled
- Be stored under appropriate conditions
- Be rotated according to the applicable stock-rotation principle
- Be removed immediately when expired, damaged or unsuitable for consumption; and
- Be replaced at the Service Provider's cost.

The product range shall include, where appropriate:

Beverages

- bottled water.
- fruit juice.
- soft drinks.
- other suitable non-alcoholic beverages.

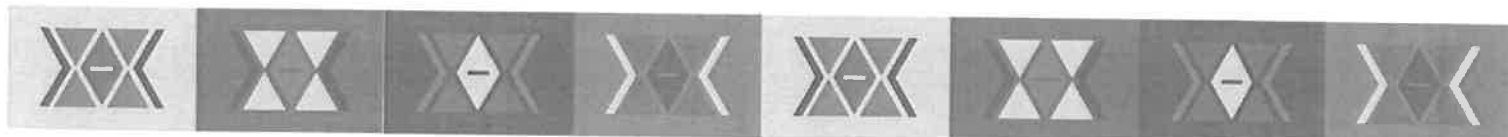
Snacks

- nuts.
- energy/protein bars.
- Crisps.
- Chocolates.
- Sweets.
- other suitable packaged snacks.

The NMM reserves the right to approve or reject products that are unsuitable for the Museum environment.

Alcoholic beverages, tobacco products and other prohibited or inappropriate products shall not be sold through the vending machines

The product range, operating hours, replenishment frequency and machine configuration at the Qunu Youth and Heritage Centre may differ from those applicable at the Bhunga Building due to the nature of the facility, including its accommodation function. The final product mix and operating requirements



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shall be agreed with NMM during implementation and shall remain within the scope of the RFP and approved contract.

7. PRICING SCHEDULE – INCOME-GENERATING VENDING SERVICES

No.	Financial Item	Bidder Response
1	Revenue share payable to NMM	%
2	Estimated monthly gross sales	R
3	Estimated annual gross sales	R
4	Estimated gross sales – 36 months	R
5	Estimated monthly revenue payable to NMM	R
6	Estimated annual revenue payable to NMM	R
7	Estimated total revenue payable to NMM – 36 months	R

8. PROHIBITED PRODUCTS MORE COMPREHENSIVELY

Illegal substances, weapons, adult-oriented products, hazardous substances and any product prohibited by law or reasonably determined by NMM to be inappropriate for the Museum environment.

9. INSTALLATION AND COMMISSIONING

The successful bidder shall conduct a site inspection before installation.

The bidder shall assess:

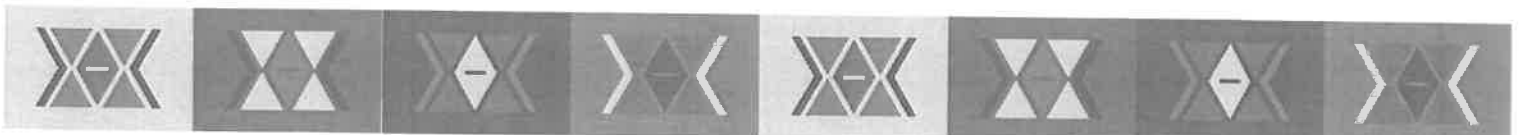
- available space
- electrical supply
- accessibility
- security
- customer access
- environmental conditions
- installation requirements; and
- any other factor affecting safe operation.

All installation costs will be borne by the Service Provider.

The machines must be fully operational within thirty (30) calendar days of the written instruction to proceed, unless otherwise approved in writing.

The Service Provider shall ensure that installation does not damage Museum property.

Any damage caused by the Service Provider shall be repaired at the Service Provider's cost.



10. STOCK MANAGEMENT AND REPLENISHMENT

The Service Provider shall maintain sufficient stock to ensure reliable service.

The Service Provider shall:

- Monitor stock levels
- Replenish stock regularly
- Rotate stock
- Remove expired products
- Maintain records of replenishment
- Maintain product quality
- Ensure that products are appropriately stored; and
- Provide a replenishment schedule to NMM.

The Service Provider shall notify the NMM of any material change to the replenishment schedule.

11. MAINTENANCE AND REPAIRS

The Service Provider shall provide preventative and corrective maintenance throughout the contract period.

Breakdowns shall be reported to the Service Provider through the agreed communication channel.

- The Service Provider shall:
- Acknowledge the fault
- Respond within twenty-four (24) hours
- Commence corrective action promptly
- Resolve breakdowns within forty-eight (48) hours where reasonably possible
- Provide replacement equipment where downtime becomes excessive; and
- Maintain records of all maintenance interventions.

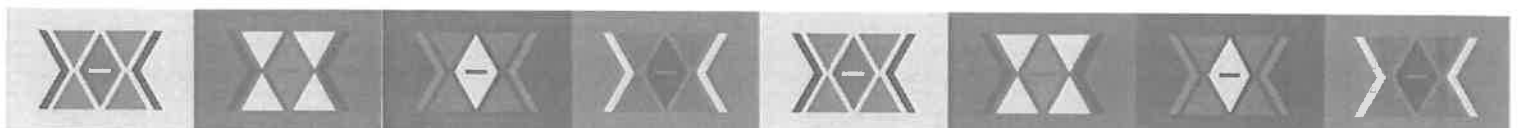
Equipment lost, stolen or damaged due to circumstances for which the Service Provider is responsible shall be repaired or replaced at the Service Provider's cost.

12. STAFFING AND SERVICE PROVIDER RESPONSIBILITIES

The Service Provider shall provide all labour, supervision, transport, tools, equipment and resources necessary to perform the contract.

Personnel shall:

- be suitably trained
- comply with NMM security procedures
- comply with health-and-safety requirements



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- behave professionally
- wear appropriate identification
- maintain confidentiality; and comply with reasonable instructions issued by the NMM authorised representative.

The Service Provider shall remain responsible for its employees and subcontractors.

13. REVENUE GENERATION AND REVENUE-SHARING ARRANGEMENT

This procurement is an income-generating arrangement.

The successful Service Provider shall operate the vending machines and shall pay the NMM a percentage of the agreed revenue basis as specified in the bidder's financial offer and contract.

The bidder shall clearly state:

- proposed revenue-sharing percentage payable to NMM
- proposed monthly sales estimate
- estimated monthly amount payable to NMM
- estimated annual amount payable to NMM
- estimated total amount payable over thirty-six (36) months
- assumptions used in preparing the financial proposal; and all costs to be borne by the Service Provider.

The bidder shall not deduct operating costs, vandalism losses, maintenance costs, staffing costs or other expenses from the amount payable to NMM unless such deduction is expressly permitted in the signed contract.

The final revenue-sharing methodology shall be incorporated into the Service Level Agreement.

14. FINANCIAL AND REVENUE-CONTROL REQUIREMENTS

The Service Provider shall maintain accurate and complete records of vending-machine transactions.

The Service Provider shall submit a monthly revenue report to NMM.

The report shall include, at minimum:

- machine number
- machine location
- opening machine counter
- closing machine counter
- total units sold
- gross sales



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- VAT or other applicable taxes
- refunds, if any
- approved deductions, if any
- net amount
- percentage payable to NMM
- amount payable to NMM
- payment date; and
- supporting transaction records.

The monthly report shall be submitted within fifteen (15) calendar days after the end of each monthly reporting cycle.

NMM shall have the right to verify reported revenue.

NMM may conduct:

- physical inspections
- machine-counter verification
- transaction reconciliation
- stock verification
- review of electronic payment records
- review of cash records
- review of sales reports; and
- audit or verification procedures permitted by law and contract.

The Service Provider shall retain all relevant records for the period required by applicable legislation and contract.

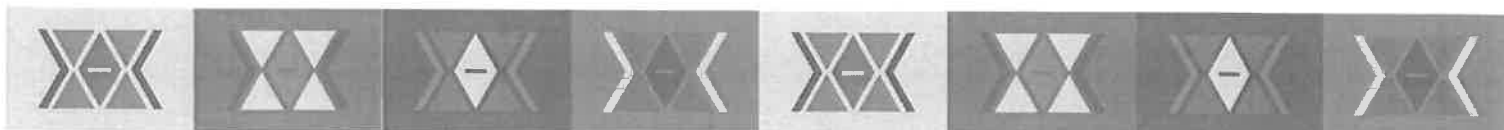
15. INSURANCE

The successful Service Provider shall maintain appropriate insurance throughout the contract period, including, where applicable:

- equipment insurance
- product insurance
- public liability insurance
- employee-related insurance where legally required
- insurance against theft, vandalism and accidental damage; and any other insurance reasonably required by the nature of the service.

Proof of insurance shall be submitted to NMM before commencement of service and whenever requested.

16. HEALTH AND SAFETY



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The Service Provider shall comply with the Occupational Health and Safety Act and applicable regulations.

The Service Provider shall ensure that:

- electrical installations are safe.
- equipment is safe for public use.
- cables do not create hazards.
- machines are stable and secure.
- installation complies with applicable safety requirements.
- cleaning chemicals are safely handled.
- employees are suitably trained and
- incidents are reported to NMM immediately

17. ENVIRONMENTAL AND WASTE MANAGEMENT REQUIREMENTS

The Service Provider shall:

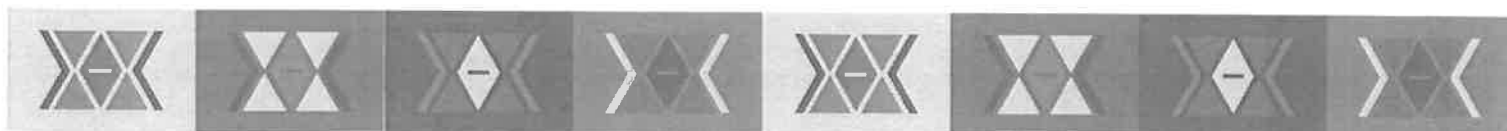
- remove empty packaging and waste generated by its operations;
- maintain clean vending areas;
- remove expired and damaged products;
- use appropriate waste-disposal methods;
- prevent littering;
- comply with applicable environmental requirements; and
- support environmentally responsible packaging where commercially practical

18. PERFORMANCE MANAGEMENT AND KEY PERFORMANCE INDICATORS

The following minimum KPIs shall apply:

KPI	Minimum Standard
Machine uptime	98%
Breakdown response	Within 24 hours
Breakdown resolution	Within 48 hours, where reasonably possible
Stock availability	Minimum 95%
Cleaning	At every replenishment/service visit
Monthly revenue report	Within 15 calendar days
Revenue payment	Within period specified in SLA
Product expiry compliance	100%
Safety compliance	100%

19. CONTRACT MANAGEMENT



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The Nelson Mandela Museum (NMM) will designate an authorised Contract Manager to monitor the performance of the appointed Service Provider for the duration of the contract.

The Service Provider shall comply with all service delivery, reporting, performance and other requirements contained in this RFP and the resulting Contract and Service Level Agreement (SLA).

NMM will monitor, among other matters:

- availability and operation of the vending machines;
- maintenance, repairs and response times;
- stock availability, product quality and hygiene;
- monthly sales and revenue reports;
- payment of the revenue shares due to NMM; and compliance with the Contract and SLA.
- The Contract Manager shall verify operational performance and the accuracy/completeness of the monthly revenue report.
- Finance shall independently verify the amount received and reconcile the payment to the revenue report and supporting documentation.
- SCM shall retain procurement and contract documentation and monitor contractual compliance in accordance with the applicable NMM SCM framework.

NMM shall have the right to verify sales, revenue and other records relating to the operation of the vending machines for contract-management and audit purposes.

Any non-performance shall be managed in accordance with the Contract, SLA, NMM SCM Policy and applicable legislation.

20. evaluation sequence

Stage 1 – Administrative compliance

Stage 2 – Mandatory requirements

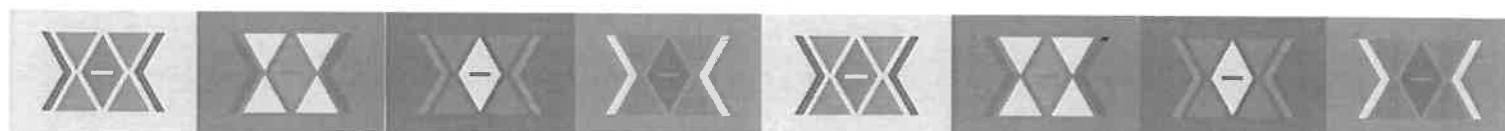
Stage 3 – Functionality

Stage 4 – Financial evaluation

Stage 5 – Specific goals

Stage 6 – Total

Stage 7 – Recommendation



21. BIDDER ELIGIBILITY AND MANDATORY REQUIREMENTS

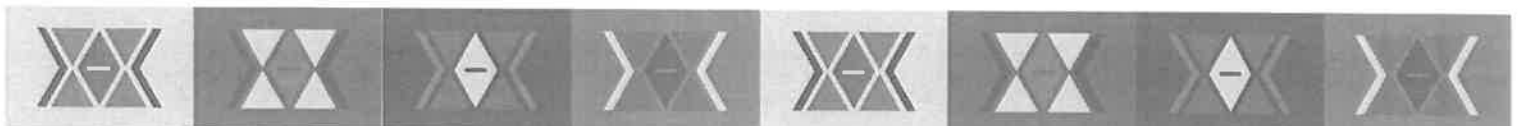
Bidders must:

- be legally registered.
- be registered on the Central Supplier Database where applicable.
- have compliant tax status.
- not be listed as a restricted supplier.
- not be listed on the National Treasury register of tender defaulters where applicable.
- declare conflicts of interest.
- comply with applicable legislation.
- have relevant experience.
- have the capacity to provide two vending machines.
- accept the applicable General Conditions of Contract; and
- submit all compulsory returnable documents.

22. COMPULSORY RETURNABLE DOCUMENTS

The following documents must be submitted by the closing date and time:

- completed and signed SBD 1
 - completed and signed applicable pricing schedule SBD 3.3
 - completed and signed SBD 4 / current prescribed declaration of interest form
 - completed and signed SBD 6.1
 - applicable SBD 7.2 where appropriate to the contract structure
 - completed and signed SBD 8
 - completed and signed SBD 9
 - signed General Conditions of Contract
 - CSD registration report
 - valid tax compliance status
 - company registration documents
 - proof of authority to sign
 - relevant experience information
 - reference letters where required for functionality
 - implementation methodology
-
- proposed vending-machine specifications
 - product proposal
 - insurance information/commitment
 - specific-goal verification documents.



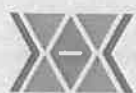
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23. FUNCTIONALITY EVALUATION

Only bidders that satisfy the mandatory compliance requirements shall proceed to functionality evaluation, subject to the NMM SCM Policy and the approved evaluation methodology.

Functionality shall be evaluated out of 100 points.

EVALUATION CRITERIA	WEIGHT	BREAKDOWN OF POINTS
Reference Letters: Signed reference letters on the company's letterhead – Each reference letter must be accompanied an appointment letter or the Purchase Order. Each reference must relate to a contract completed or currently being performed within the past five years. A relevant reference must relate to the provision, operation, leasing, stocking, maintenance or management of vending machines or substantially similar automated retail services.	30	5 letters = 30 points
		4 letters = 24 points
		3 letters = 18 points
		2 letter = 12 points
		1 letter = 6 points
		Failure to submit or submission of irrelevant letter - 0
Implementation Methodology The bidder must provide a detailed methodology addressing: • installation • commissioning • replenishment • stock management • hygiene • customer service • breakdown response • maintenance • staffing • revenue reporting and • contract management.	30	Fully detailed, practical and comprehensive =30
		Adequate and substantially compliant =20
		Partially adequate=10
		Poor/inadequate =5
		Not submitted =0
Maintenance and Service Plan	20	Excellent maintenance and emergency-response plan=20
		Good plan with minor gaps=15
		Adequate plan=10
		Limited plan=5



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		Not submitted=0
Revenue-Control and Reporting Methodology The bidder must explain how it will: • record sales • reconcile machine counters • reconcile cash • reconcile electronic payments • report monthly sales • calculate NMM's share • prevent revenue leakage and resolve discrepancies	20	Comprehensive and robust =20
		Good =15
		Adequate=10
		Limited =5
		Not submitted=0
Total	100	

21. MINIMUM FUNCTIONALITY THRESHOLD

A bidder must achieve a minimum of:

60 out of 100 functionality points

to proceed to the price and specific-goal evaluation.

A bidder scoring less than 60 points shall not proceed to the preference-point evaluation.

Functionality scores shall be recorded and supported by the individual evaluator score sheets.

22. PRICE/FINANCIAL EVALUATION – INCOME-GENERATING CONTRACT

This procurement constitutes an income-generating contract in terms of the applicable Preferential Procurement Regulations, 2022.

The financial evaluation shall be based on the **highest acceptable financial offer to the Nelson Mandela Museum**, calculated on the basis specified in the Pricing Schedule.



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NB: "acceptable" does not mean simply the bidder offering the highest percentage.

It means the offer must first:

- meet mandatory requirements;
- pass functionality;
- have an acceptable financial proposal;
- comply with the prescribed pricing methodology;
- be capable of being evaluated;
- then receive financial and specific-goal points.

For purposes of financial evaluation, the bidder shall indicate:

Financial Item	Bidder Response
financial component	Bidder response
Revenue share percentage	___ %
Estimated monthly gross sales	R _____
Estimated annual gross sales	R _____
Estimated 36-month gross sales	R _____
Estimated monthly amount payable to NMM	R _____
Estimated annual amount payable to NMM	R _____
Estimated 36-month amount payable to NMM	R _____

The financial offer shall be evaluated using the applicable 80/20 preference point system for income-generating contracts with a Rand value equal to or below R50 million, inclusive of applicable taxes.

The following formula shall be applied:

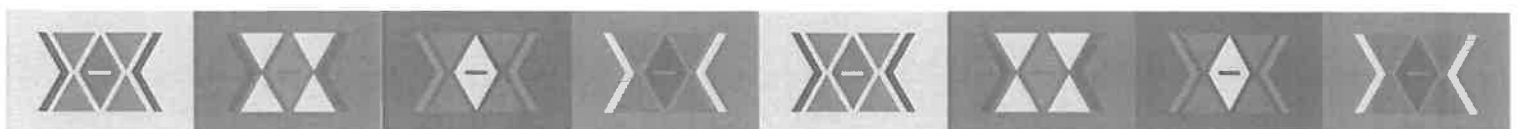
$$P_s = 80 [1 + (P_t - P_{max}) / P_{max}]$$

Where:

- P_s = Points scored for price/financial offer of the tender under consideration;
- P_t = Financial offer of the tender under consideration; and
- P_{max} = Highest acceptable financial offer.

A maximum of 80 points shall be awarded for the financial offer and a maximum of 20 points shall be awarded for the specified specific goals.

The financial points and specific-goal points shall be added together to determine the bidder's total score. The total score shall be rounded to the nearest two decimal places.



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The contract shall, subject to the applicable legislation, procurement framework, verification requirements and approval processes, be recommended for award to the bidder achieving the highest total number of points.

23. SPECIFIC GOALS

(1) The following specific goals are applicable to all procurements of a transaction value above **R2 000** and up to **R50 000 000**

a) The NMM will utilize the following preference criteria;

b) Service providers within the **OR Tambo** region & **Eastern Cape**

i. Historically Disadvantaged Individuals (**Women, Youth, and People living with disabilities**)

ii. SMMEs

Category		Sub-categories	Specific goals points	Verification documents
Local Supplier	5	OR Tambo supplier	5	CIPC Registration Certificate (CK) or Proof of residence
		Eastern Cape Supplier	4	
		Anywhere in South Africa	3	
		Non-South African	0	
Women-owned supplier	4	Black African Women	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Black African Women	2	
Youth Owned Supplier	4	Youth Owned (< 35-year-old persons)	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Youth Ownership (> 35-year-old persons)	2	
People living with disabilities	3	People living with disabilities	3	CSD Report
Small Micro, Medium & Enterprises	4	SME – Owned by people with disability	4	Sworn Affidavit (BBBEE Affidavit) CSD Report/



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		SME – Black owned	3	Sworn Affidavit (BBBEE Affidavit)
		SME – Other	2	

Failure to provide the required proof for a specific-goal claim will result in **zero points for that specific goal**, where the claim cannot be substantiated.

National Treasury's implementation guidance confirms that specific goals must be clearly stated in the tender and that points must be allocated according to the goals and proof requirements stated in the procurement document.

NMM reserves the right to verify any specific-goal claim before recommendation or award.

24. IMPLEMENTATION SCHEDULE

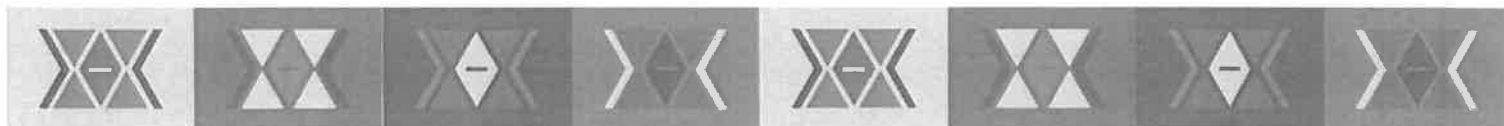
Require:

The successful bidder shall submit an implementation plan within five working days after receipt of the written instruction to proceed.

It should include:

- site preparation;
- delivery;
- installation;
- testing;
- commissioning;
- product loading;
- payment-system activation;
- staff allocation;
- reporting setup;
- go-live date.

25. MOBILISATION MEETING



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A contract mobilisation meeting shall be held before installation to confirm the implementation plan, site arrangements, product range, pricing, reporting arrangements, revenue reconciliation process, emergency contacts and performance requirements.

26. GENERAL CONDITIONS OF TENDER

- All costs incurred in preparing a bid shall be borne by the bidder.
- NMM shall not be responsible for costs incurred by bidders.
- Bidders shall submit complete proposals.
- NMM may request clarification where permitted, provided that clarification does not permit a bidder to materially alter its offer.
- Bidders shall not communicate improperly with evaluators or decision-makers.
- Bids shall remain valid for 120 calendar days.
- NMM reserves the right to reject non-responsive bids.
- NMM reserves the right not to make an award where legally permissible.
- NMM reserves the right to cancel the procurement before award where permitted by the applicable framework.
- No amendment to the published evaluation criteria shall be made after closing.
- The successful bidder shall comply with the signed contract and SLA.

27. POPIA AND INFORMATION PROTECTION

The Service Provider shall comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), where applicable.

The Service Provider shall:

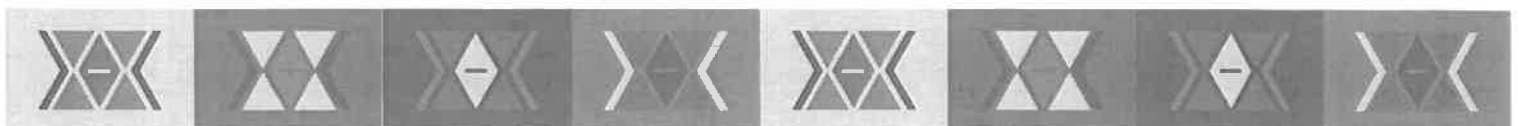
- protect personal information.
- prevent unauthorised access.
- limit processing to authorised purposes.
- implement reasonable security safeguards, and
- report suspected breaches to NMM promptly.

28. FRAUD, CORRUPTION AND UNETHICAL CONDUCT

NMM has zero tolerance for fraud and corruption.

Bidders shall not:

- offer inducements;
- offer gifts or benefits to NMM officials;
- attempt to influence evaluators;
- collude with competitors;
- submit fraudulent documents;
- manipulate prices;



APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE LEASE, INSTALLATION, OPERATION, STOCKING AND MAINTENANCE OF TWO (2) VENDING MACHINES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE NELSON MANDELA MUSEUM

- provide misleading information; or interfere with the procurement process.

29. CANCELLATION OR WITHDRAWAL OF THE RFP

NMM reserves the right, where permitted by law and the NMM SCM Policy, to:

- amend the RFP before closing;
- issue an addendum;
- extend the closing date where permitted;
- cancel the procurement;
- reject all bids;
- re-advertise the requirement; or
- take any other lawful action.

30. COMPULSORY BRIEFING AND SITE INSPECTION

Date: 20 October 2026

Time: 10:00

Venue: Nelson Mandela Museum, Bhunga Building, Mthatha

A compulsory briefing and site inspection will be held at the above date, time and venue.

Bidders are required to arrive before 10:00 to register and attend the briefing. No bidder will be permitted to attend or register after 10:00 on the day of the briefing.

Attendance will be recorded on the official attendance register. Only bidders who attend the compulsory briefing and site inspection, as recorded on the official register, will be considered for further evaluation, subject to the other mandatory requirements of the RFP.

Bidders are responsible for ensuring that their representatives arrive on time.

31. TENDER SUBMISSION REQUIREMENTS

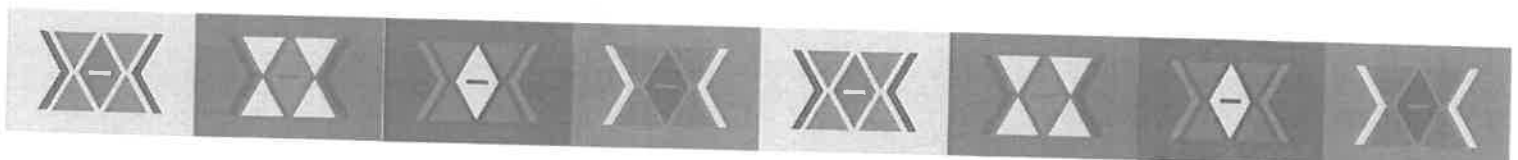
The bids shall be deposited in the designated tender box at:

**Nelson Mandela Museum
Bhunga Building
Corner Nelson Mandela Drive & Owen Street
Mthatha, Eastern Cape**

The tender number and title must be clearly indicated on the submission.

Late submissions will not be accepted.

No emailed tender documents will be accepted



APPOINTMENT OF A QUALIFIED SERVICE PROVIDER FOR THE LEASE, INSTALLATION, OPERATION, STOCKING AND MAINTENANCE OF TWO (2) VENDING MACHINES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE NELSON MANDELA MUSEUM

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

FOR BID ADMINISTRATION & SERVICE PROVIDER SPECIFICATIONS
Ms A. Mashologu
Tel: 047 501 9504
Email: akhona@nelsonmandelamuseum.org.
Supply Chain Specialist
Technical Enquiries:
Ms F. Ngomti
Tel: 047 501 9505
Email: feziswa@nelsonmandelamuseum.org.za
Finance Specialist

NB: ENQUIRIES AND CLARIFICATIONS

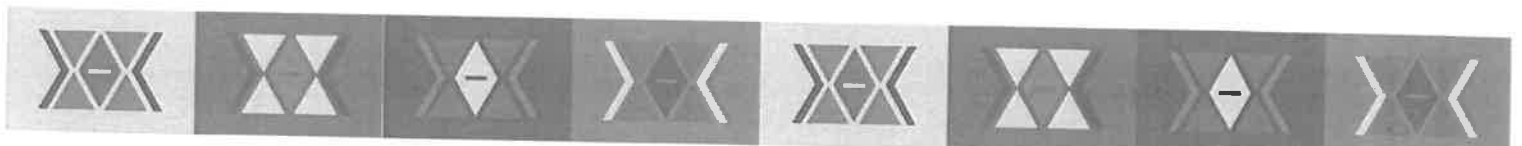
All enquiries relating to this bid must be submitted in writing to the designated SCM official by no later than 12:00 on 5 November 2026

Signed by: Mandisi Msongelwa CA(SA)
Signed at: 2026-10-02 11:47:21 +02:00
Reason: Witnessing Mandisi Msongelwa CA(SA)



Mr. Mandisi Msongelwa CA(SA)

Acting Chief Executive Officer



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
-------------	---------------	---------------	--

DESCRIPTION

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER

SUPPLIER
COMPLIANCE STATUS

TAX
COMPLIANCE
SYSTEM PIN:

OR

CENTRAL
SUPPLIER
DATABASE
No:

MAAA

ARE YOU THE
ACCREDITED
REPRESENTATIVE IN
SOUTH AFRICA FOR
THE GOODS
/SERVICES
OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS
/SERVICES OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE
QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS
SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

SBD 3.3

NAME OF BIDDER: BID NO.:

CLOSING TIME CLOSING DATE:

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

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

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

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

R.

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.
R.
R.
R.
R.

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

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

R. days
R. days
R. days
R. days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

..... R.
..... R.
..... R.
..... R.

TOTAL: R.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance 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 –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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.

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

2.3.1 If so, furnish particulars:

.....

.....

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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	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)
---	---	--	---	---

		state)		

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:	
	
	
	

ECPT 2024-06-14

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

.....

CAPACITY

.....

SIGNATURE

.....

NAME OF FIRM

.....

DATE

.....

WITNESSES

1
.....

2.
.....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
.....

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DECLARATION OF TENDER'S SUPPLY CHAIN MANAGEMENT PRACTISES(SBD8)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This State Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by state entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the state entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

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

4.5	Was any contract between the bidder any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

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Signature

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Date

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Position

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Name of Bidder

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION(SBD9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This State 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 National Treasury Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the organ of the state or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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 State Entity)

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

I certify, on behalf of: _____ that.:

(Name of Bidder)

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

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Signature

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Date

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Position

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Name of Bidder