



in the footsteps ●●●

NELSON MANDELA MUSEUM

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100 Years of Nelson Mandela's Birth
Department of Sports, Arts, and Culture

REQUEST FOR PROPOSALS

NMM-2024-10

BID FOR THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER(S) TO INSTALL, MAINTAIN AND SERVICE VENDING MACHINES IN STATE-OCCUPIED BUILDINGS FOR A PERIOD OF 36 MONTHS AS PER SPECIFICATION OF THE NELSON MANDELA MUSEUM THROUGH EXPRESSION OF INTEREST

❖ BACKGROUND

The Nelson Mandela Museum is a not-for-profit institution established by South Africa's government as an agency of the National Department of Arts and Culture. It was established as part of a portfolio of legacy projects that seek to transform the heritage landscape from the apartheid past. At the same time, it is a resource for promoting economic development through tourism in an impoverished region. The museum primarily houses collections of gifts given by Nelson Mandela to the museum to share his legacy with the nation.

The mandate of the Nelson Mandela Museum (NMM) is to preserve and promote Nelson Mandela's legacy. One of its main strategic goals is to improve the museum's public profile and access.

❖ OBJECTIVES

The NMM is seeking a Service Provider/ Service Providers to provide and install vending machines in State-occupied buildings provincially. The Service Provider will submit proposals on machines to provide a variety of snacks and non-alcoholic beverages.

The Museum reserves the right to specify the product in line with all legislative requirements and by-laws.

The Service Provider may request permission from the Museum to change the vending equipment or products if sales do not warrant continuation. Such requests should be submitted in writing to the Museum for review and consideration. If the request is approved, a mutual date will be agreed for the change to take effect.

The sites are located and structured as follows:

Site Name	Address and GPS Coordinates	Required Quantity
Bhunga Building	Corner Nelson Mandela Drive & Owen Street, Mthatha 5099 -31.59146403544103, 28.787430008364762	1
Qunu Youth and Heritage Centre	Qunu A/A, Ngaphezuli 236500993-8,236501004-16,236900034/9	1

❖ EQUIPMENT REQUIREMENTS

- It will be the responsibility of the Service Provider to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangements, capacity, variety and product mix of vending machines.
- The successful Service Provider shall provide new equipment.
- The Service Provider should include as part of his proposal pictures of machine graphics and the quantity and variety of machines proposed per location, as well as a listing of proposed products, including brand names and nutritional contents of foods and beverages.
- Equipment that is not located in an air-conditioned environment must be refrigerated in order for items to maintain freshness.

❖ DELIVERY AND INSTALLATION

- Equipment shall be delivered, installed and operational at all awarded locations within a period of thirty (30) calendar days after notification of award.
- Equipment shall be installed so as to present an attractive, flush-front, matched

and uniform configuration.

- Equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting.
- All delivery and installation costs shall be the responsibility of the Service Provider.

❖ **MAINTENANCE, REPAIRS AND SCHEDULING Call Restrictions**

- The NMM shall expect prompt service from the Service Provider in response to advertised equipment that is not operational, and problems related to damaged equipment failure or product complaints.
- Service calls shall be responded to within twenty-four (24) hours from NMM notification to Service Provider.
- If equipment repairs cannot be made on site, and downtime is determined by the NMM to be excessive, the Service Provider may be requested to replace the equipment with a loaner/ replacement unit until such time as repairs can be completed or the Service Provider provides a permanent replacement.
- Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the NMM.
- The Service Provider agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided.
- The Service Provider shall be responsible for providing an adequate routing schedule to ensure that merchandise is fresh, continuously available, and equipment is properly functioning.
- Routing schedule should be on a regularly scheduled basis set up by the Service Provider and the NMM.
- Notification should be given to the NMM if the set-up schedule is going to change.

❖ **MONTHLY PAYMENTS**

- Upon award of the contract, the successful Service Provider shall adhere to the remittance/ payment procedure below. Reports and revenue checks should be received no more than twenty-five (25) days after the end of a monthly cycle.
- **The monthly statement shall include the following:**
 - Machine number and description (beverage, snack, etc.)

- Machine location (address)
- Starting and ending machine counter numbers
- Total units sold monthly
- Gross sales
- Applicable Sales Taxes
- Amount due to the NMM (% of overall sales)

NB: Cash losses due to vandalism, natural factors, etc., shall not be deducted from the proceeds paid to the NMM. Other unforeseen losses related to the product will be charged to the service provider's account.

The monthly report of gross receipts and the monthly payments due to the NMM must be submitted no later than twenty-five (25) calendar days after the last day of the preceding month.

❖ VENDING MACHINES AND PRODUCTS

The vending machines must have an attractive, distinctive and fresh look with graphics and verbiage to indicate healthy vending.

The product offerings must include, but not limited to, the following:

<p>Cold Beverages</p>	<p>100% Fruit Juice</p> <p>Bottled water</p> <p>Soft drinks</p> <p>Energy blends beverages.</p> <p>The Service Provider shall include a list and number of proposed juice products. All beverages must be provided and dispensed in recyclable aluminium cans with “litter-free” pop-tops or recyclable plastic bottles or cartons.</p>
<p>Snacks</p>	<p>Healthy Energy Bar & other chocolates</p> <p>Nuts</p> <p>Crisps</p> <p>Sweets</p> <p>Any product offered must be fresh when delivered, and stock must be rotated regularly to maintain a fresh supply. Equipment not located in</p>

	an air-conditioned environment must be refrigerated so that items like chocolate do not melt.
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❖ **CURRENCY AND COIN USAGE**

All vending equipment must be able to accept notes, coins, and card payments and dispense change for any vendor product in South African currency only. The bidders shall specify details of payment acceptance as part of the bid response.

❖ **OTHER SERVICE PROVIDER RESPONSIBILITIES**

- Provide all necessary labour and supervision to accomplish the tasks detailed herein.
- The Service Provider personnel shall be adequately trained, present a professional appearance and be readily identified by uniform or identification badge as an employee of the Service Provider while on the Museum's property.
- The Service Provider will work with the NMM representative to determine the need for area signage and, if required, provide such signage at no cost to the Museum. The Service Provider should present plans for merchandising or marketing promotions and secure prior approval before
- implementation of any such activities. The Service Provider shall initiate no signs, advertising or promotions without prior approval by the NMM.
- The Service Provider shall be responsible for removing all empty cartons of defective and spoiled products from the vending area to a waste disposal area designated by the Museum. The Service Provider shall also be responsible for vermin and pest control in and around its vending equipment. The Service Provider shall keep all vending machinery clean, both inside and outside. Machines should be wiped and sanitised at each visit, and thorough cleaning must be done at least twice per month or when required by the NMM.
- The Service Provider shall be responsible for the removal of their equipment within five (5) business days from contract termination, or it will be considered abandoned property and disposed of by the NMM.

- The Service Provider shall, at the Service Provider's expense, be responsible for the removal and reinstallation of machines within 48 hours of request by the NMM due to unforeseen circumstances (electricity outages, unscheduled maintenance or repairs, etc.).
- At the end of the contract, the Service Provider will be required to restore the area where the vending machine was installed to its original condition and supervision to accomplish the tasks detailed herein.
- The Service Provider personnel shall be adequately trained, present a professional appearance and be readily identified by uniform or identification badge as an employee of the Service Provider while on NMM property.
- The Service Provider will work with the NMM representative to determine the need for area signage and, if required, provide such signage at no cost to the NMM.
- The Service Provider should present plans for merchandising or marketing promotions and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Service Provider without prior approval by the NMM.

❖ **TERMS AND CONDITIONS**

- All costs and expenses incurred by the potential service providers relating to their project proposal will be borne by each respective service provider. NMM is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any proposal or the cancellation of this project.
- NMM reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its proposal.
- NMM may require responsive bidders to present and discuss their proposals in person.
- NMM reserves the right not to make any appointment from the proposals submitted.
- Bidders shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of NMM.

- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. It is important that bidders declare their conflict of interest through completion of relevant attached forms.
- NMM reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- Any and all project proposals shall become the property of NMM and shall not be returned.
- The bid offers and proposals should be valid and open for acceptance by NMM for a period of 120 days from the date of submission.
- NMM reserves the right not to award the bid to the bidder that scores the highest points. Disputes that may arise between NMM and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.

In addition to adherence to the specific terms and conditions of proposals, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract, an original signed copy of which must be submitted together with all other bid documentation.

- All returnable bid documents must be completed in full and submitted together with the bidder's proposal. Should the returnable documents not be completed, the bid will not be considered any further.
- The successful bidder will be subject to supplier clearance process as prescribed by the National Treasury. This process includes, verification of supplier and its shareholders/directors/members' status on the list of defaulters and restricted suppliers.
- After the successful service provider has received the appointment letter, they must be able to deliver in full compliance with South African approved standards and in compliance to the specifications provided.
- No tender shall be awarded to a bidder whose name (or any of its directors or partners or associates and/or attorneys) appears on the Register of Defaulters kept by the Treasury, or who have been placed on the National Treasury's List of Restricted

Supplies. The NMM reserves the right to withdraw an award or cancel the Service Level Agreement concluded with the bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by any Government Institution

- No tender shall be awarded to a bidder whose tax affairs are not in order. NMM reserves the right to withdraw an award made, or cancel the Service Level Agreement concluded with the successful bidder(s) should it be established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the NMM

❖ ACCOUNTABILITY

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

❖ VALIDITY PERIOD

- Bid submissions **must** be valid for a period of 120 days.

❖ RETURNABLE DOCUMENTS

Service providers are required to submit all the returnable documents together with their quotations. *Failure to provide all the Compulsory Returnable Documents at the closing date and time of this RFQ will result in a respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Proposals. Failure to submit the Supporting documents for functionality scoring will result in a scoring of zero.*

Compulsory Returnable Documents

- Duly signed & completed SBD 1 Invitation to BID
- Duly signed & completed SBD 3.3 Pricing Schedule

(2) 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 ;
 - i. Service providers within the OR Tambo region & Eastern Cape
 - ii. Historically Disadvantaged Individuals (Women, Youth, and People living with disabilities)
 - iii. SMMEs
- b.

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

❖ **EVALUATION CRITERIA**

The received quotations will be evaluated using the 80/20 system (80 for Price and 20 for Specific Goals). Functionality will be scored at a maximum of 100 points whereby the bidder must obtain a minimum of **70 points** to qualify for the financial evaluation according to the criteria captured in the table below:

EVALUATION CRITERIA	WEIGHT	BREAKDOWN OF POINTS
Reference Letters: Signed reference letters on the recommending company's letterhead – Each reference letter must be accompanied an appointment letter or the Purchase Order	50	5 letters = 50 points
		4 letters = 40 points
		3 letters = 30 points
		1- 2 letter = 20 points
		Failure to submit or submission of irrelevant letter - 0

EVALUATION CRITERIA	WEIGHT	BREAKDOWN OF POINTS
Detailed Methodology/Proposal (turnaround time in responding to downtime, plan to replenish and service the machines, training of NMM staff and other value adding)	50	Excellent - 50 Good – 30 Average - 10 Poor – 5 Failure to submit – 0

❖ **DOCUMENT SUBMISSION**

The bid submissions must be returned to the **Nelson Mandela Museum, Bhunga Building, Corner Nelson Mandela Drive & Owen Street, Mthatha.**

- Service providers are requested to furnish the NMM with two copies of their submissions (an original and a copy).
- Submissions are to be deposited in the allocated Tender Box clearly marked with reference and this bid's title.
- NMM will not be responsible for any submissions placed in an incorrect box and submissions left with the security officers or any employee of the NMM, which may lead to the submission not deposited into the tender box by the closing date.
- The appointed service provider will be expected to comply with NMM prescripts.
- NO LATE, FAXED OR EMAILED QUOTATIONS SHALL BE ACCEPTED.
- **CLOSING DATE FOR THE SUBMISSION OF PROPOSALS IS**
09 April 2025 @ 12:00

❖ **DISCLAIMERS**

The NMM is not committed to any course of action as a result of its issuance of this bid document and/or its receipt of a bid in response to it. Please note that the NMM reserves the right to:

- modify the bid document's service(s) and request Respondents to re-quote on any changes;
- reject any bid submission which does not conform to instructions and specifications which are detailed herein;
- disqualify bids submitted after the stated submission deadline;
- not necessarily accept the lowest priced bid;
- cancel the tender

❖ ENQUIRIES

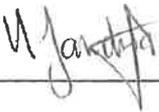
All communications and inquiries/requests for clarification relating to this proposal should be directed to the contact person:

Ms. P Mfundisi
Tel: 047 501 9528
Email: phakama@nelsonmandelamuseum.org.za
SCM
Mr. S Makhutha
Tel: 047 501 9501

Email: sibulele@nelsonmandelamuseum.org.za

Finance Manager

NB: The NMM reserves the right to amend, modify or withdraw this RFP at any time, without prior notice and without liability to compensate and/or reimburse any party.



Nontlahla Tandwa-Dalindyabo

Acting Chief Executive Officer



in the footsteps ...

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in the footsteps ...
Department of Sport, Arts and Culture

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			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		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?		<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES ENCLOSE PROOF)]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES, ANSWER THE QUESTIONNAIRE BELOW)]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

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:

- a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- c. 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.
- d. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 3. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 4. 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.
- 5. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 6. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 7. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 8. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 9. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

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

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

RATE	4. PERSON AND POSITION	HOURLY RATE	DAILY
-----	-----	-----	R-----
-----	-----	-----	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-----

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 AMOUNT	RATE	QUANTITY
..... R.....	
TOTAL:		
R.....		

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

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

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

TOTAL:

R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?
*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by

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.

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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

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 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)

		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 fulfilment 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.	.....

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 fulfilment 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.