



**APPOINTMENT OF A SERVICE PROVIDER TO  
SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE  
FOR A PERIOD OF THREE YEARS FOR AMAZWI  
SOUTH AFRICAN MUSEUM OF LITERATURE  
IN**

**MAKHANDA**

**RFQ NO. 3-2025/26**

**NAME OF BIDDER: .....**

**OFFER:.....**

**MARCH 2026**

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## THE TENDER

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  - T2.2k Copies of Directors' ID documents
  - T2.2l Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath
  - T2.2m Letter from the doctor for People with Disabilities
  - T2.2n Municipal account registered in the name of the tenderer; or A valid lease agreement; or an affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.
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## T.1: TENDER NOTICE

### A. BID INVITATION

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Bids are hereby invited for tender: **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE**

It is estimated that tenderers must be registered with a recognised Vehicle Rental and Leasing Association (such as SAVRALA)

Tender documents will be available on National Treasury's tender portal (<http://www.etenders.gov.za>) from 9 March 2026.

NB: In case of Joint Venture or Consortia, the lead entity must attend clarification meeting.

### B. BID EVALUATION

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**This bid will be evaluated in a three (3) phase process as follows:**

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter

Phase Two: Functionality – tenderers are required to score a minimum of 60% for functionality to be evaluated for price and preference, thereafter

Phase Three: Bidders passing stage two above will thereafter be evaluated for price and preference

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	<b>80 points</b>
Maximum points for specific goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

### C. BID SPECIFICATIONS, CONDITIONS AND RULES

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The minimum specifications and other bid conditions and rules are detailed in the bid document.

### D. TENDER SUBMISSIONS:

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Completed tender documents in a sealed envelope endorsed “**RFQ NO. 3-2025/26: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE**”, are to be delivered to offices of Amazwi South African Museum of Literature, 25A Worcester Street, Makhanda, 6139 not later than 11:00 on Friday, **23 March 2026**, when tenders will be opened in public.

### E. ENQUIRIES:

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ENQUIRIES WITH REGARD TO THIS BID DOCUMENT MAY BE DIRECTED TO:  
Bidding Procedure enquiries: [scm@amazwi.museum](mailto:scm@amazwi.museum)

## T1.1a: NOTICE AND INVITATION TO TENDER

### AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE INVITES TENDERERS FOR THE PROVISION OF:

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>		
<b>RFQ No:</b>	<b>3-2025/26</b>	<b>Closing date:</b>	<b>23 March 2026</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>120 Days</b>

Tenderers must be registered with a recognised Vehicle Rental and Leasing association (such as SAVRALA).

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders:

<input checked="" type="checkbox"/>	Proof of Registration with a recognised Vehicle Rental and Leasing association (such as SAVRALA).
<input checked="" type="checkbox"/>	Only those tenderers who are registered with a recognised Vehicle Rental and Leasing association or are capable of being so prior to the evaluation of submissions are eligible to submit tenders.
<input checked="" type="checkbox"/>	Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with a recognised Vehicle Rental and Leasing association;</li> <li>2. They have a signed joint venture agreement;</li> <li>3. A consolidated BBB-EE certificate must be submitted in order to qualify for points.</li> </ol>
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of applicable (T2.2b): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (SBD 4): Declaration of Interest.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per List of Returnable Schedules (T2.1)
<input checked="" type="checkbox"/>	Bidders must register on the Centralised Supplier Database (CSD) prior to submitting bids. Any prospective bidder found to have tax matters not in order with SARS during the evaluation process will be given seven (7) working days to rectify their tax matters, failure to do so within the stipulated time frame will result in bidder being eliminated and not considered further.
<input checked="" type="checkbox"/>	Submission of SARS PIN (TCS)
<input checked="" type="checkbox"/>	Submission of a CIPC (CIPRO) Certificate
<input checked="" type="checkbox"/>	80/20 Preference point scoring system
<input type="checkbox"/>	90/10 Preference point scoring system

Preference point scoring system will be broken down as follows:

<b>Preference:</b>		<b>Price:</b>	
Specific Goals:	20 Points	Price:	80 Points
Total must equal:	<b>20 Points</b>	Total must equal:	<b>80 Points</b>

**1. COLLECTION OF TENDER DOCUMENTS:**

Bid documents will be available from E-tender portal (<http://.etenders.gov.za>) at no cost.

**2. BID CLARIFICATION MEETING:**

Not applicable.

**3. ENQUIRIES RELATED TO TENDER DOCUMENTS MAY BE ADDRESSED TO:**

<b>Technical Enquiries</b>	<b>Ms L Majavu</b>	<b>E-mail:</b>	<b>scm@amazwi.museum</b>
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**4. DEPOSIT / RETURN OF TENDER DOCUMENTS:**

- 3.1. Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
- 3.2. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.
- 3.3. All tenders must be submitted on the official forms – (not to be re-typed)

<b>TENDER DOCUMENTS MAY BE POSTED TO:</b>	OR	<b>DEPOSITED IN THE TENDER BOX AT:</b>
<b>N/A</b>		<b>Amazwi South African Museum of Literature</b> 25A Worcester Street, Makhanda, 6139

**T1.1b - SBD1  
PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>					
<b>BID NUMBER:</b>	3-2025/26	<b>CLOSING DATE:</b>	23 March 2026	<b>CLOSING TIME:</b>	11H00
<b>ISSUE DATE:</b>	9 March 2026				
<b>DESCRIPTION</b>	<b>RFQ NO. 3-2025/26: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>				
<b>BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:</b>					
<b>Emailed to: Technical:</b>	scm@amazwi.museum		<b>SCM:</b>	scm@amazwi.museum	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
<b>CONTACT PERSON</b>	Lumka Majavu				
<b>TELEPHONE NUMBER</b>	(046) 622 7042				
<b>E-MAIL ADDRESS</b>	Technical: scm@amazwi.museum		<b>SCM:</b>	scm@amazwi.museum	
<b>SUPPLIER INFORMATION</b>					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	CODE		NUMBER		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	CODE		NUMBER		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA.....
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO SCORE POINTS FOR B-BBEE]</b>					
<b>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		<b>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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?  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. RFQ DOCUMENTS WILL BE AVAILABLE FROM E-TENDER PORTAL (<http://.etenders.gov.za>).
- 1.2. BIDS MUST BE SUBMITTED IN THE TENDER BOX AT AMAZWI SOUTH AFRICA MUSEUM OF LITERATURE, 25A WORCESTER STREET, MAKHANDA ON THE 23 March 2026 NOT LATER THAN 11:00 AM. TELEPHONIC, FACSIMILE, ELECTRONIC AND LATE TENDERS WILL NOT BE ACCEPTED.
- 1.3. BID DOCUMENTS ARE FREE OF CHARGE.
- 1.4. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).**
- 1.6. **THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**

**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](http://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.”

## T1.2: TENDER DATA

Number																																																					
	The conditions of tender are the General Conditions Of Contract (GCC) And, If Applicable, any other Special Conditions Of Contract.																																																				
C.1.1	The employer is: <b>Amazwi South African Museum of Literature</b>																																																				
C.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>THE TENDER (Volume 1)</b>  <b>Part 1: Tendering Procedures</b>            T1.1 Tender notice            T1.1a Notice and Invitation to tender            T1.1b SBD1 Part A, Invitation to bid            T1.2 Tender data</p> <p><b>Part 2: Agreement and Contract Data</b>            C1.1 Form of offer and acceptance            C1.1b Standard conditions of tender            C1.2 Contract data</p> <p><b>Part 3: Returnable Schedules/Documents</b></p> <p><b>Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation:</b></p> <p>T2.1 List of returnable schedules / documents            T2.2 Returnable schedules / documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>T.1.1b</td><td>SBD 1</td></tr> <tr><td>T2.2a</td><td>Resolution for signatory</td></tr> <tr><td>T2.2b</td><td>Resolution of board of directors to enter into consortia or joint ventures</td></tr> <tr><td>T2.2c</td><td>Schedule of proposed subcontractors</td></tr> <tr><td>SBD 3</td><td>Pricing and Delivery Schedule</td></tr> <tr><td>SBD 4</td><td>Declaration of interest</td></tr> <tr><td>SBD 6.1</td><td>Preference points claim form</td></tr> <tr><td>SBD 7.1</td><td>Contract Form - Purchase of Goods/Works</td></tr> <tr><td>SDB 8</td><td>Declaration of bidder's past supply chain management practices</td></tr> <tr><td>SDB 9</td><td>Certificate of independent bid determination</td></tr> <tr><td>T2.2e</td><td>Pricing Schedule</td></tr> <tr><td>T2.2f</td><td>Proof of registration with a recognised vehicle leasing and rental association</td></tr> <tr><td>T2.2g</td><td>Proof of Bank Rating</td></tr> <tr><td>T2.2h</td><td>Proof of 4 successful projects references</td></tr> <tr><td>T2.2i</td><td>Project Execution Plan (PEP) / Delivery Programme</td></tr> <tr><td>T2.2j</td><td>CIPC company registration certificate</td></tr> <tr><td>T2.2k</td><td>Copies of Directors' ID documents</td></tr> <tr><td>T2.2l</td><td>Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath</td></tr> <tr><td>T2.2m</td><td>Letter from the doctor for People with Disabilities</td></tr> <tr><td>T2.2n</td><td>Municipal account registered in the name of the tenderer; or A valid lease agreement; or An affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.</td></tr> <tr><td>T2.2o</td><td>Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin</td></tr> <tr><td>T2.2p</td><td>CSD report / CSD reference number</td></tr> <tr><td>T2.2q</td><td>Record of addenda to tender documents</td></tr> <tr><td>T2.2r</td><td>Compulsory enterprise questionnaire</td></tr> <tr><td>T2.2s</td><td>Additional particulars concerning Bidders</td></tr> <tr><td>T2.2t</td><td>Other Certificates</td></tr> </tbody> </table>	T.1.1b	SBD 1	T2.2a	Resolution for signatory	T2.2b	Resolution of board of directors to enter into consortia or joint ventures	T2.2c	Schedule of proposed subcontractors	SBD 3	Pricing and Delivery Schedule	SBD 4	Declaration of interest	SBD 6.1	Preference points claim form	SBD 7.1	Contract Form - Purchase of Goods/Works	SDB 8	Declaration of bidder's past supply chain management practices	SDB 9	Certificate of independent bid determination	T2.2e	Pricing Schedule	T2.2f	Proof of registration with a recognised vehicle leasing and rental association	T2.2g	Proof of Bank Rating	T2.2h	Proof of 4 successful projects references	T2.2i	Project Execution Plan (PEP) / Delivery Programme	T2.2j	CIPC company registration certificate	T2.2k	Copies of Directors' ID documents	T2.2l	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	T2.2m	Letter from the doctor for People with Disabilities	T2.2n	Municipal account registered in the name of the tenderer; or A valid lease agreement; or An affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.	T2.2o	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	T2.2p	CSD report / CSD reference number	T2.2q	Record of addenda to tender documents	T2.2r	Compulsory enterprise questionnaire	T2.2s	Additional particulars concerning Bidders	T2.2t	Other Certificates
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	<p><b>THE CONTRACT</b></p> <p><b>Part 1: Scope of Work</b> C3.1 Scope of work</p> <p><b>Part 2: Pricing data</b> T2.2e Pricing instructions T2.2e Pricing Schedule</p>										
C.1.4	<p>The employer's agent is: n/a</p> <table border="1"> <tr> <td>Name:</td> <td>n/a</td> </tr> <tr> <td>Capacity:</td> <td>n/a</td> </tr> <tr> <td>Address;</td> <td>n/a</td> </tr> <tr> <td>Tel:</td> <td>n/a</td> </tr> <tr> <td>E-mail:</td> <td>n/a</td> </tr> </table>	Name:	n/a	Capacity:	n/a	Address;	n/a	Tel:	n/a	E-mail:	n/a
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Capacity:	n/a										
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Tel:	n/a										
E-mail:	n/a										
C.2.1	<p>Only those tenderers who satisfy the following <b>Eligibility/Minimum Criteria</b> are eligible to submit tenders:</p> <p><b>Registration with a recognized vehicle leasing and rental association:</b> Only those tenderers who are registered with a recognized vehicle leasing and rental association are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with a recognized vehicle leasing and rental association;</li> <li>In the case of a joint venture between 2 or more firms, the tenderer shall attach a copy of the joint venture agreement signed by the parties.</li> </ol>										
C.2.6	<p>Acknowledge addenda</p> <p>The tenderer must confirm receipt of all addenda and communications received from the Employer or the Employer's agents by recording the date and title/details on the Record of Addenda to Tender Documents included in the Returnable Schedules, as confirmation that these addenda and communications have been taken into account in the tender offer.</p>										
C.2.7	For particulars regarding the compulsory bid clarification meeting, see Tender Notice T1.1										
C.2.11	All documents must be completed and signed in black permanent ink. Correctional fluid shall not be used in the document.										
C.2.12	<p>Alternative tender offers:</p> <p><b>No alternative tender offers will be considered</b></p>										
C.2.13.3	<p>Submitting a tender offer:</p> <p><b>The tenderer shall submit the documentation contained and specified as an original, plus 0 copies.</b></p> <p>The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>										
C.2.13.5 C.2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box:  <b>Amazwi South African Museum of Literature</b>  <b>25A Worcester Street</b>  <b>Makhanda</b>  <b>6139</b></p>										

	<b>Identification details: RFQ NO. 3-2025/26: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>																												
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.																												
C.2.13.9 C.2.15	Telegraphic, telephonic, telex, facsimile, postal, emailed, electronic copy and late tenders will not be accepted.																												
C.2.15	The closing time for submission of tender offers is as per Tender Notice (T1.1).																												
C.2.16	The tender offer validity period is 120 (One Hundred and Twenty) days.																												
C.2.17	Insert the following at the end of the last sentence: “.....elect to do so, <i>provided that the competitive position of the preferred tenderer is not affected</i> ”  The clarification of a tender offer may also include providing the priced bills of quantities (Part C2.2: Bills of Quantities of Volume 2) within 5 (five) working days after being requested to do so by the employer, before acceptance of any tender.																												
C.2.19	Access shall be provided for the following inspections, tests and analysis as may be required by the Employer: The Employer reserves the right to request access to the Tenderer’s premises during working hours for inspection of equipment, plant and machinery listed in the Returnable Documents.																												
C.2.20	Submit securities, bonds, policies, etc. Before the formation of a contract the Tenderer shall submit the required security where security as a construction guarantee has been selected in the Contract Data, within 21 calendar days of acceptance of the tender..																												
C.2.23	Refer to List of Returnable Schedules / Documents (T2.1) for certificates, etc to be included in the tender submission.																												
C.3.4	The time and location for opening of the tender offers are as per Tender Notice (T1.1).																												
C.3.11	The procedure for the evaluation of responsive tenders is as follows:  <b>The 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50m including VAT:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">A</td> <td style="width: 75%;">           The following formula shall be used to calculate the points for price:             The calculation shall be based on the following formula:   <math display="block">P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)</math>           Where:            Ps = Points scored for price of tender under consideration;            Pt = Price of tender under consideration; and            Pmin = Price of lowest acceptable tender.         </td> <td style="width: 20%; text-align: center;">           Maxi- mum No of Points  80         </td> </tr> <tr> <td style="text-align: center;">B</td> <td>Points to be awarded for specific goals:</td> <td style="text-align: center;">No of Points</td> </tr> <tr> <td></td> <td><b>Historically Disadvantaged Persons</b></td> <td></td> </tr> <tr> <td></td> <td>Promotion of enterprises with at least 51% women ownership</td> <td style="text-align: center;">5</td> </tr> <tr> <td></td> <td>Promotion of enterprises owned by youth</td> <td style="text-align: center;">5</td> </tr> <tr> <td></td> <td>Promotion of enterprises owned by People With Disabilities</td> <td style="text-align: center;">5</td> </tr> <tr> <td></td> <td>Non-compliant</td> <td style="text-align: center;">0</td> </tr> <tr> <td></td> <td><b>Locality</b></td> <td></td> </tr> <tr> <td></td> <td>Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities</td> <td style="text-align: center;">5</td> </tr> </table>		A	The following formula shall be used to calculate the points for price:  The calculation shall be based on the following formula:  $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where: Ps = Points scored for price of tender under consideration; Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender.	Maxi- mum No of Points  80	B	Points to be awarded for specific goals:	No of Points		<b>Historically Disadvantaged Persons</b>			Promotion of enterprises with at least 51% women ownership	5		Promotion of enterprises owned by youth	5		Promotion of enterprises owned by People With Disabilities	5		Non-compliant	0		<b>Locality</b>			Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities	5
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	<table border="1" data-bbox="363 226 1374 286"> <tr> <td data-bbox="363 226 438 259"></td> <td data-bbox="438 226 1259 259">Locality – Registered within the boundaries of the Eastern Cape</td> <td data-bbox="1259 226 1374 259">3</td> </tr> <tr> <td data-bbox="363 259 438 286"></td> <td data-bbox="438 259 1259 286">Locality – No registered office in the Eastern Cape</td> <td data-bbox="1259 259 1374 286">2</td> </tr> </table> <p data-bbox="309 320 1520 409">A maximum of 20 points may be allocated in respect of tenderer's points claimed for specific goals. The points scored by the tenderer in respect of specific goals will be added to the points scored for price as calculated in accordance with the formula above.</p>		Locality – Registered within the boundaries of the Eastern Cape	3		Locality – No registered office in the Eastern Cape	2
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C.3.13.1	<p data-bbox="309 432 1350 465">In addition to the clauses in C3.13 tender offers will only be accepted by the Employer if:</p> <ul style="list-style-type: none"> <li data-bbox="352 495 1520 555">a) The tenderer submits a valid Tax Clearance Certificate issued by the South African Revenue Service;</li> <li data-bbox="352 577 1520 638">b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li data-bbox="352 667 1414 701">c) The tenderer is registered on the National Treasury Central Supplier Database (CSD)</li> <li data-bbox="352 723 1520 819">d) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li data-bbox="352 842 1520 938">e) The tenderer has not:             <ul style="list-style-type: none"> <li data-bbox="400 875 1187 909">• abused the Employer's Supply Chain Management System; or</li> <li data-bbox="400 909 1520 943">• failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li data-bbox="352 965 1520 1061">f) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li data-bbox="352 1084 1520 1140">g) The tenderer or any of its directors/shareholders is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges.</li> <li data-bbox="352 1162 1225 1196">h) The Form of Offer and Acceptance is correctly completed and signed.</li> <li data-bbox="352 1218 1520 1314">i) The tenderer submits an acceptable letter of intent from an approved insurer undertaking to provide the construction guarantee to the format included in the Returnable Documents, where surety as a construction guarantee has been selected in the Contract Data.</li> </ul> <p data-bbox="309 1337 1209 1370">The tenderer complies with the experience requirements as per clause C.2.1</p>						
C.3.17	<p data-bbox="309 1391 1497 1458">The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful tenderer.</p>						
C.3.18	<p data-bbox="309 1476 1509 1543">The lowest or any offer will not necessarily be accepted by the employer – nor need reasons be given for such a decision.</p>						
C.4	<p data-bbox="309 1561 1115 1594"><b><u>Tenderers must take particular note of the following tender conditions:</u></b></p> <ul style="list-style-type: none"> <li data-bbox="352 1594 1520 1650">- Failure to complete <b>all</b> supplementary information and the <b>RETUNABLE SCHEDULES</b> will result in the tender being eliminated.</li> <li data-bbox="352 1673 1520 1747">- An original or valid certified copy of B-BBEE Certificate OR a Sworn Affidavit in terms of the amended BBBEE codes must be submitted in order to qualify for preference points for specific goals Failure to do so will result in <b>zero points score for this goal</b>.</li> <li data-bbox="352 1769 1520 1825">- In the case of a Joint Venture, the JV must submit a certified consolidated B-BBEE certificate in order to qualify for the preference points for B-BBEE goal.</li> <li data-bbox="352 1848 1520 1901">- The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards specific goals.</li> <li data-bbox="352 1924 1520 1980">- Copy of Company Registration Certificate with Registrar of Businesses needs to be submitted with the bid, including certified copies of ID's for Directors and Members.</li> <li data-bbox="352 2002 1520 2051">- Tenderers must submit a project specific Occupational Health and Safety Plan to be approved by the Client, within 21 days of being awarded the contract.</li> </ul>						

	<ul style="list-style-type: none"> <li>- The tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act (PPPFA of 2000):</li> <li>- Preferential Procurement Regulations, 2022: The tenderer's attention is drawn to Form <b>SBD 6.1</b> specific goals.</li> <li>- Tenderers must complete the Compulsory Enterprise Questionnaire (Form T2.2q). Failure to submit will render the tender non-responsive. In the case of a joint venture, all parties must complete or make separate copies or tenderer will be eliminated</li> <li>- Tender Form (Form C1.1: Form of Offer and Acceptance) that are incomplete or incorrectly completed will result in the elimination of the tender</li> <li>- The successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award</li> <li>- Bidder to supply all supplementary/clarification information in terms of the PPPFA may result in the tender being deemed an incomplete tender and shall not be considered for award.</li> <li>- All tenders shall remain valid for a period of 120 days after the tender closing date.</li> <li>- The lowest, or any tender will not necessarily be accepted. Telegraphic, telephonic, telefax, facsimile, e-mail and late tenders will not be considered</li> <li>- Prospective bidders must register on the Centralised Supplier Database (CSD) prior to submitting bids. Any prospective bidder found to have tax matters not in order with SARS during the evaluation process will be given seven (7) working days to rectify their tax matters, failure to do so within the stipulated time frame will result in bidder being eliminated and not considered further.</li> <li>- Tenders must submit proof of location by means of municipal billing clearance certificates or lease agreements</li> </ul>
<p>C.4.1</p>	<p><b>Miscellaneous Special Conditions of Contract</b></p> <p>A bid specification must, <i>inter alia</i>, include the following conditions as Special Conditions of Contract:</p> <p><b>1. General</b></p> <p>(a) Only a tenderer who has completed and signed the declaration part of the <i>tender</i> documentation may be considered;</p> <p>(b) When <i>comparative prices</i> must be calculated, any discounts which have been offered unconditionally will be taken into account;</p> <p>(c) A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted <i>tender</i> is effected;</p> <p>(d) Points scored will be rounded off to the nearest 2 decimal places.</p> <p>(e) In the event that two or more <i>tenders</i> score equal total points, the successful <i>tender</i> will be the one scoring the highest number of preference points for specific goals</p> <p>(f) When <i>functionality</i> is part of the evaluation process and two or more tenders have scored equal points including equal preference points for specific goals, the successful <i>tender</i> will be the one scoring the highest score for <i>functionality</i>.</p> <p>(g) Should two or more <i>tenders</i> be equal in all respects; the award shall be decided by the drawing of lots.</p>

## SCOPE OF WORKS

### 1. General

Amazwi South African Museum of Literature (AMAZWI MUSEUM) is a schedule 3A public entity, established in terms of the Cultural Institutions Act, Act No. 119 of 1998, under the control of a Council appointed by the Minister of Sport, Arts and Culture. As a public entity, AMAZWI MUSEUM is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: Public Entities

AMAZWI MUSEUM intends to appoint one tenderer (the highest ranked tenderer (“the winner”).

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”). The contract period shall be for a period of **THREE YEARS** from the commencement date of the contract.

#### TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any trademark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

#### ORDERS ALLOCATION PROCEDURES

Procedures for the allocation of Orders:

AMAZWI MUSEUM reserves the right to plan, allocate and effect individual Orders at its sole discretion and as described in this document and subject to availability of funding.

AMAZWI MUSEUM will only order those quantities of work items which it requires for execution in an Order from time to time. AMAZWI MUSEUM reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The procedures for the allocation of Orders are given below. These procedures include the development of Order contract documents and applying the tendered rates to allocate the Order to the highest ranked supplier.

The procedures are summarised under the steps below:

**Step 1:** AMAZWI MUSEUM must authorise the need for the order through management controls relevant to the department using the contract.

**Step 2:** AMAZWI MUSEUM must determine, and approve, the scope of the order and the value of the order.

**Step 3:** AMAZWI MUSEUM must do any designs (if applicable) required for the order. This step could involve designs done in-house by AMAZWI MUSEUM, or design may be outsourced to third party designers.

**Step 4:** Orders must be formally allocated and authorised in accordance with the procurement processes and the contract conditions.

**Step 5:** Upon the approval of the order, AMAZWI MUSEUM must commence the execution of the order.

### 2. Specification

The appointed service provider shall be responsible for the **supply, leasing, full maintenance, insurance, and tracking**, of all museum vehicles.

AMAZWI MUSEUM will require **different categories of vehicles suitable for museum operations**, including but not limited to:

- 5 Door Passenger sedan 1.6
- 7-seater Volkswagen Caddy Maxi 2.0 TDi (75KW) or Equivalent
- AMAZWI MUSEUM reserves the right to increase /decrease the quantity as and when the need arises.

## **2.1 Vehicle supply requirements**

The service provider must:

- 2.1.1 A comprehensive financial and maintenance package of 100 000kms or period of 36 months whichever comes first. The prices quoted will be valid for a FIXED period of 36 months or 100 000 kms.
- 2.1.2 Supply new vehicles in good mechanical condition.
- 2.1.3 Smash and Grab, Towbar, 7 Seater Option - Adjustable Seats, Radio.
- 2.1.4 Vehicle registration and annual licensing renewal.
- 2.1.5 Ensure vehicles meet South African roadworthiness and regulatory standards.
- 2.1.6 Deliver vehicles to AMAZWI MUSEUM, 25A Worcester Street, MAKHANDA.
- 2.1.7 Allow AMAZWI MUSEUM branding using magnetic stickers.

## **2.2 Maintenance and repairs**

The service provider must:

- 2.2.1 Be fully responsible for preventative and corrective maintenance.
- 2.2.2 Cover servicing, repairs, tyres, batteries, and wear-and-tear components.
- 2.2.3 Provide roadside assistance and towing services when needed within and outside the boundaries of Makana Municipality. (24 Hours).
- 2.2.4 Ensure minimal downtime by providing replacement vehicles where necessary.

## **2.3 Insurance and Accident Management**

The service provider must:

- 2.3.1 Provide comprehensive vehicle insurance for all leased vehicles.
- 2.3.2 Manage accident claims, repairs, and insurance processes.
- 2.3.3 Ensure damaged vehicles are recovered and repaired at approved repair centers.
- 2.3.4 Provide replacement vehicles during repair periods.

## **2.4 Vehicle Tracking**

The service provider must:

- 2.4.1 Provide a fleet tracking and monitoring system that includes:
  - 2.4.2 Real-time GPS tracking
  - 2.4.3 Monitoring of kilometers travelled and routes taken.
  - 2.4.4 Reports on fuel consumption and vehicle utilization.

## **2.5 Service Levels and Performance Standards**

The service provider must commit to:

- 2.6 Minimum vehicle uptime of 95%.
- 2.7 Response time for breakdowns and emergencies within agreed SLA.
- 2.8 Provision of replacement vehicles within 24 hours where feasible.

**PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the attached Pricing Schedule.

- Prices must be quoted in South African Rand, inclusive of VAT.
- Price offer is firm and clearly indicate the basis thereof.
- Pricing Bill of Quantity is completed in line with schedule if applicable.
- Cost breakdown must be indicated.
- No Price escalation will be accepted.
- To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- Please note that should you have offered a discounted price(s), AMAZWI MUSEUM will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- Respondents are to note that if price offered by the highest scoring bidder is not market related, AMAZWI MUSEUM may not award the contract to the Respondent. AMAZWI MUSEUM may:
  - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - If a market-related price is not agreed with the Respondent scoring the third highest points, AMAZWI MUSEUM must cancel the RFQ.
  - if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

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-----	-----

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

-----	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.....
<b>TOTAL:</b>			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, e.g. Three-star hotel, bed and breakfast, telephone 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.....
<b>TOTAL:</b>			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.  
.....  
.....  
.....  
.....

**DELIVERY PERIOD:** Delivery will be required within 14 days from date of order unless unavailability of facilities can not meet this timeframe, then as soon as facilities are available to allow the services.

**C1.1 FORM OF OFFER AND ACCEPTANCE OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**RFQ NO. 3-2025/26: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....  
 .....Rand (in words);

R .....(in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) \_\_\_\_\_  
 Name(s) \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 for the  
 tenderer \_\_\_\_\_

\_\_\_\_\_  
 (Name and address of organization)

Name and  
 signature of  
 witness \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

and drawings and documents or parts thereof (if applicable), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

for the  
employer \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organization)

Name and  
signature of  
witness \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## SCHEDULE OF DEVIATIONS

### Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract*

1. Subject \_\_\_\_\_

Details \_\_\_\_\_

2. Subject \_\_\_\_\_

Details \_\_\_\_\_

3. Subject \_\_\_\_\_

Details \_\_\_\_\_

4. Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## 1. VALUATION CRITERIA:

Adherence to Prequalification requirements and Compliance checklist

**NB: Compliance Checklist Requirements for all Services/Goods and works**

**Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation:**

No.	Description of requirement	
a)	Proof of 4 successful projects references indicating experience provision of vehicle/s on full maintenance lease (References must be contactable).	
b)	Proof of company registration and/or membership with the recognized vehicle leasing or rental association.	
c)	Bank Rating – (Proof of Bank rating to be submitted)	
d)	Bidder's understanding of the Brief/Project implementation Plan/Delivery Programme	
e)	Company Registration Documents (CIPC documents)	
f)	Copies of Directors' ID documents;	
g)	Provide indemnity insurance of a contract award value with 10% mark-up	
h)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
i)	Letter from the doctor for People with Disabilities	
j)	Municipal account registered in the name of the tenderer; or A valid lease agreement; or An affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.	
k)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
l)	CSD report / CSD reference number	

**If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:**

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFP declarations	
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	

**The following documents are non-mandatory and where not submitted, AMAZWI MUSEUM may request the documents and must be made available at the time of request:**

No.	Description of requirement	
a)	Proof of UIF registration	
b)	Proof of Bank Account (i.e. letter issued by the bank)	
c)	Valid and Original, or certified copy of Letter of Good Standing (COIDA)	

## 2. PRICE AND SPECIFIC GOALS

Evaluation criteria	Weighting
Specific goals	20
Price	80
<b>TOTAL</b>	<b>100</b>

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

Evaluation and final weighted scoring

- Preference Points will be awarded to a bidder for attaining the points in accordance with the table indicated in Section 7 Specific Goals claim form.
- Locality: Municipal account registered in the name of the tenderer; or a valid lease agreement; or an affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.

## 3. FUNCTIONALITY CRITERIA

The below criteria is used to establish the minimum requirements. A tenderer scoring below 60 points for functionality will be considered as **DISQUALIFIED** and discarded from further evaluation.

Functionality Criteria	Max. no of points
1. Experience of tenderer	60
2. Financial resources – banking rating	30
3. Bidder's understanding of the Brief/Project Plan/ Delivery Programme	10
<b>Total</b>	<b>100 Points</b>
<b>Minimum functionality score to qualify for further evaluation</b>	<b>60 Points</b>

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

Score (Points)	Prompt for judgement
0	Failed to address the questions / issues.
20	A detrimental response - answer / solution, limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.
40	Less than acceptable - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.

60	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the bidder will add real value.

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

No	Criteria	Evaluation Indicators	Applicable Value
<b>1.</b>	<b>Relevant vehicle leasing experience</b>		
A maximum of 4 reference letters from clients confirming your company's involvement, level of service and contact details for similar vehicle leasing projects and project value must be submitted.	No reference letters		0
	1 reference letter from client for completed vehicle leasing project		15
	2 reference letters from clients for completed vehicle leasing project projects		30
	3 reference letters from clients for completed vehicle leasing project projects		45
	4 or more reference letters clients for completed vehicle leasing project projects		60
<b>References must not be older than 3 years</b> <b>Each reference will be verified</b> <b>Each reference letter will be evaluated on its own, scoring a possible maximum of 15 points per letter.</b>			

No	Criteria	Evaluation Indicators	Applicable Value
<b>2.</b>	<b>Financial resources – Bank Rating (Max points 30)</b>		
Bank Rating – (Proof of Bank rating to be submitted) Score one of the ratings listed as reflected on rating received.	No information submitted		0
	Bank Rating C – Good for the amount quoted if applied strictly in the way of business		10
	Bank Rating B – Good for the amount of enquiry		20
	Bank Rating A – Undoubted for the amount of enquiry		30
Points are not cumulative; only highest applicable points will be awarded			

No	Criteria	Evaluation Indicators	Applicable Value
<b>3.</b>	<b>Bidder's understanding of the Brief</b>		
Bidders must demonstrate required level of experience of the delivery of vehicle leasing projects.	No information submitted		0
	Written proposals must be submitted with the following elements of the project plan:	<ol style="list-style-type: none"> <li>1. Project scope</li> <li>2. Key account team</li> <li>3. Fleet Delivery &amp; Roll-Out Schedule</li> <li>4. Maintenance &amp; Breakdown Protocol (with Geographical Coverage)</li> <li>5. Vehicle Specification &amp; Compliance Matrix</li> <li>6. Fleet Management, Tracking &amp; Reporting</li> <li>7. Risk management</li> <li>8. Project closeout report</li> </ol>	10
<p>Demonstrate in-depth understanding and implementation of vehicle leasing projects as stipulated in this ToR and taking into account all relevant legislation and standards:</p> <p>Proposal with a project plan outlining one (1) element – 1.25 points            Proposal with a project plan outlining two (2) elements – 2.5 points            Proposal with a project plan outlining three (3) elements – 3.75 points            Proposal with a project plan outlining four (4) elements – 5 points            Proposal with a project plan outlining five (5) elements – 6.25 points            Proposal with a project plan outlining six (6) elements – 7.5 points            Proposal with a project plan outlining seven (7) elements – 8.75 points            Proposal with a project plan outlining eight (8) elements – 10 points</p>			

## GENERAL CONDITIONS OF CONTRACT 2010

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of  
a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to  
the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty,

sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery  
and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and  
specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of  
the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than

a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance Security**

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

## **8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to

be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

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

## 10. Delivery

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
  - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied

- goods;
- 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare Parts**

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be

specified.

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

## 17. Prices

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

## 18. Variation Orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality

and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.

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

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a

person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination for Insolvency**

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

## **27. Settlement of Disputes**

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

unless they otherwise agree; and

- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## **29. Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable Law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## **33. Transfer of contracts**

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

## **34. Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## T2.1: LIST OF RETURNABLE SCHEDULES / DOCUMENTS

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>
<b>Bid No:</b>	<b>RFQ NO. 3-2025/26</b>

**NOTE:** Although this form lists and defines “Returnable schedules/documents, tenderers are nonetheless required to submit the document in it’s entirety, with all returnable schedules/documents fully completed and priced and with additional documentation as may be required included therewith.

### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender Document Name	Returnable Document
Resolution of Signatory (T2.2a)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV’s (T2.2b)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Subcontractors (T2.2c)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Part A Invitation to bid (SBD1)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Interest (SBD4)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference Points claim Form (SBD6.1)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Form - Purchase of Goods/Works (SBD7.1)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Bidder’s Past Supply Chain Management Practices (SBD8)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Independent Bid Determination (SBD9)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pricing Schedule (T2.2e)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### 2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender Document Name	Returnable Document
Proof of Registration with a recognised vehicle leasing and rental association (Certified copy to be provided by Tenderer) (T2.2f)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of bank rating (T2.2g)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIPC Company Registration Certificate (T2.2j)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Tender Document Name</b>	<b>Returnable Document</b>
Record of Addenda to Tender Documents (T2.2q)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2r)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional particulars (T2.2s)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other certificates (T2.2t)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Tender Document Name</b>	<b>Returnable Document</b>
Form of Offer and Acceptance (C1.1)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (C1.2)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pricing Schedule (To be submitted with tender) (T2.2e)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## T2.2a: RESOLUTION FOR SIGNATORY

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>
<b>Bid No:</b>	<b>RFQ NO. 3-2025/26</b>

### **MUST BE ON A COMPANY LETTERHEAD**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on a company letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

2. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Note : DO NOT FILL IN THIS EXAMPLE

## T2.2b: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>
<b>Bid No:</b>	<b>RFQ NO. 3-2025/26</b>

RESOLUTION of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

RESOLVED that:

1. The Enterprise submit a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid Number: \_\_\_\_\_ ( Bid /Tender Number as per Bid /Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

**Note:**

1. \* Delete which is not applicable
2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

## T2.2c: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## T2.2d: SITE INSPECTION CERTIFICATE

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>
<b>Bid No:</b>	<b>RFQ NO. 3-2025/26</b>

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection: n/a

Time of Inspection: n/a

---

Name of Bidder

---

Signature of Bidder

---

Signature of Representative/Agent

---

Date

## SBD 4

### T2.2I : DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:  
 .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
 .....  
 .....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
 .....

2.5 Tax Reference Number:  
 .....

2.6 VAT Registration Number:  
 .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

connected to the bidder is employed :

.....  
 Position occupied in the state institution:  
 .....

Any other particulars:  
 .....  
 .....  
 .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Number	Employee Persal

### 4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 The **80/20** preference point system shall be applicable to this bid.
- 1.4 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.
- 1.5 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

- 1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 “**consortium or joint venture**” 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;
- 2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 “**Designated Group**” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 “**Designated Sector**” means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 “**firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 “**functionality**” means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 “**Military Veteran**” has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 “**National Treasury**” has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 “**non-firm prices**” means all prices other than “firm” prices;
- 2.21 “**person**” includes a juristic person;
- 2.22 “**People with disabilities**” meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 “**Price**” includes all applicable taxes less all unconditional discounts.
- 2.24 “**Proof of B-BBEE Status Level of Contributor**” i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 “**Rural Area**” i) a sparsely populated area in which people farm or depend on natural resources,

including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

- 2.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 “**sub-contract**” means the primary bidder’s assigning, leasing, making out work to, or employing, another person to support such primary bidder in the execution of part of a project in terms of the contract;
- 2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 “**Township**” means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific Goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific Goals, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**POINTS AWARDED FOR SPECIFIC GOALS**

4.2 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 RFQ. For the purposes of this RFQ the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/ documentation stated in the conditions of this RFQ:

Historically Disadvantaged Persons	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documentary Proof
Promotion of enterprises with at least 51% women ownership	5		Bidder to submit valid copy of CIPC certificate, certified South African ID copies of owners and the valid copy of the BBBEE certificate
Promotion of enterprises owned by youth	5		
Promotion of enterprises owned by People With Disabilities	5		
Non-compliant	0		
Locality	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities	5		
Locality – Registered within the boundaries of the Eastern Cape	3		
Locality – No registered office in the Eastern Cape	2		

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

**5.1.1 SPECIFIC GOALS POINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

5.2 Specific Goals: = .....(maximum of 20 points)

Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit and letter from the doctor.

Where the tenderer is the owner of the property of the business:

- 1) Municipal account registered in the name of the tenderer;

Where the tenderer is not the owner of the property of the business:

- 1) A valid lease agreement; or 2

2) Affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-bidder.....
- iii) The ownership status of the sub-bidder.....
- iv) Whether the sub-bidder is an EME.

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input type="checkbox"/>	QSE <input type="checkbox"/>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**7.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points 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 paragraph 7, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its ownership status, B-BBEE status level of contributor, locality, or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, AMAZWI MUSEUM reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
---

**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;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.	.....
DATE: .....	

**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 number .....dated.....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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
.1	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

<sup>3</sup> 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.

## PRICING SCHEDULE

Pricing for supply vehicles on a full maintenance lease, excluding fleet cards over specified contract period as per delivery information. AMAZWI MUSEUM reserves the right to source their own fleet cards and associated services, will be confirmed post appointment of a service provider.

- Prices are EXCLUSIVE of fuel, toll, oil & traffic fines; and are to be billed separately as per needs post appointment.
- Bidders are required to price all vehicles.
- All Prices listed below must be VAT inclusive.
- Term of Lease is 36 Months.

No.	Item Description	Engine Capacity	Monthly Rate (Excl. VAT) Year 1 Rand	Monthly Rate (Excl. VAT) Year 2 Rand	Monthly Rate (Excl. VAT) Year 3 Rand
1.	5 Door Passenger sedan	1.6 (Petrol)			
2.	7-seater Volkswagen Caddy Maxi 2.0 TDi (75KW) or Equivalent	2.0 (Diesel)			
<b>TOTAL EXCLUDING VAT</b>					
<b>VAT</b>					
<b>GRAND TOTAL FOR 3 YEARS</b>					

## **T2.2f Proof of Registration with a recognized Vehicle Lease and Rental Association**

**(PROOF OF REGISTRATION TO BE  
INSERTED BY TENDERER)**

## **T2.2g Proof of Bank Rating**

**(PROOF OF BANK RATING TO BE INSERTED  
BY TENDERER)**

## T2.2h PROJECT REFERENCE RETURNABLE 1 OF 4

**NOTE: The Employer or Principal Agent must complete this returnable document.**

I, \_\_\_\_\_ (name and surname)

of \_\_\_\_\_ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

\_\_\_\_\_ (name of Tenderer)

Project Name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Subcontract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality & Roadworthiness of Fleet					
Maintenance & Breakdown Response Time					
Contract Management & Administration					
Overall Relationship & Problem Resolution					

B. Would you consider / recommend this tenderer again? **YES / NO**

C. Any other comments:

\_\_\_\_\_  
\_\_\_\_\_

D. Contact Details:

Telephone Number: \_\_\_\_\_ Cell phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature of Referee

**Company Stamp**

.....  
.....

NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

## T2.2h PROJECT REFERENCE RETURNABLE 2 OF 4

**NOTE: The Employer or Principal Agent must complete this returnable document.**

I, \_\_\_\_\_ (name and surname)

of \_\_\_\_\_ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

\_\_\_\_\_ (name of Tenderer)

Project Name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Subcontract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality & Roadworthiness of Fleet					
Maintenance & Breakdown Response Time					
Contract Management & Administration					
Overall Relationship & Problem Resolution					

B. Would you consider / recommend this tenderer again? **YES / NO**

C. Any other comments:

\_\_\_\_\_  
\_\_\_\_\_

D. Contact Details:

Telephone Number: \_\_\_\_\_ Cell phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature of Referee

**Company Stamp**

.....  
.....

NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

## T2.2h PROJECT REFERENCE RETURNABLE 3 OF 4

**NOTE: The Employer or Principal Agent must complete this returnable document.**

I, \_\_\_\_\_ (name and surname)

of \_\_\_\_\_ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

\_\_\_\_\_ (name of Tenderer)

Project Name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Subcontract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality & Roadworthiness of Fleet					
Maintenance & Breakdown Response Time					
Contract Management & Administration					
Overall Relationship & Problem Resolution					

B. Would you consider / recommend this tenderer again? **YES / NO**

C. Any other comments:

\_\_\_\_\_  
\_\_\_\_\_

D. Contact Details:

Telephone Number: \_\_\_\_\_ Cell phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature of Referee

**Company Stamp**

.....  
.....

NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

## T2.2h PROJECT REFERENCE RETURNABLE 4 OF 4

**NOTE: The Employer or Principal Agent must complete this returnable document.**

I, \_\_\_\_\_ (name and surname)

of \_\_\_\_\_ (company name)

declare that I was the Employer / Principal Agent on the following project successfully executed by:

\_\_\_\_\_ (name of Tenderer)

Project Name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Subcontract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
Project performance / time management/ Programming					
Quality & Roadworthiness of Fleet					
Maintenance & Breakdown Response Time					
Contract Management & Administration					
Overall Relationship & Problem Resolution					

B. Would you consider / recommend this tenderer again? **YES / NO**

C. Any other comments:

\_\_\_\_\_  
\_\_\_\_\_

D. Contact Details:

Telephone Number: \_\_\_\_\_ Cell phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

\_\_\_\_\_  
Signature of Referee

**Company Stamp**

.....  
.....

NOTE: If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

# **T2.2i PROJECT EXECUTION PLAN / DELIVERY PROGRAMME**

**(TENDERER TO ATTACH COPY)**

## **T2.2j CIPRO Certificate**

**(TENDERER TO ATTACH CERTIFIED COPY)**

**T2.2k COPIES PF DIRECTOR'S ID DOCUMENTS**

**(TENDERER TO ATTACH CERTIFIED COPY)**

# **T2.2I VALID COPY OF B-BBEE CERTIFICATE (TENDERER TO ATTACH CERTIFIED COPY)**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – (Contractor)**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>Before 27 April 1994; or</li> <li>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ol>

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R3,000,000 (Three Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black but at least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

# **T2.2m LETTER FROM DOCTOR FOR PEOPLE WITH DISABILITIES**

**(TENDERER TO ATTACH CERTIFIED COPY)**

**T2.2n MUNICIPAL ACCOUNT REGISTERED IN THE  
NAME OF THE TENDERER / VALID LEASE  
AGREEMENT / AFFIDAVIT  
(TENDERER TO ATTACH COPY)**

# **T2.2o VALID TAX CLEARANCE CERTIFICATE**

## **(TENDERER TO ATTACH COPY)**

# **T2.2p CSD REPORT / CSD REFERENCE NUMBER**

## **(TENDERER TO ATTACH COPY)**

### T2.2q: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

\*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

## T2.2r COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: member of vehicle leasing or rental association number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD7 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise Name \_\_\_\_\_

## T2.2s: ADDITIONAL PARTICULARS CONCERNING BIDDERS

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>
<b>Bid No:</b>	<b>RFQ 3-2025/26</b>

### SURETIES AS SECURITY

Since I/we propose to furnish two sureties as security, the following particulars are provided:

1.1 Name of surety:

.....  
 .....

Address of surety:

.....  
 .....

Bank of surety:

.....

Branch:

.....

1.2 Name of surety:

.....  
 .....

Address of surety:

.....  
 .....

Bank of surety:

.....

Branch:

.....

---

### COMPANIES

**If the bidder is a company, a certified copy of the resolution of the board of directors (personally signed by the chairman of the board) authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company, must be submitted with this bid.**

---

### PARTERSHIPS

**The following particulars in respect of every partner must be furnished and signed by every partner:**

Full name of partner

Resident address

Signature

.....

.....

.....

We, the undersigned partners, in the business trading as ..... hereby

authorize ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract on our behalf.

Signature

Signature

Signature

Date: .....

Date: .....

Date: .....

**ONE-MAN BUSINESS**

I, the undersigned

..... hereby confirm that I am the sole owner of the business trading as .....

Signature

Date

**WORK CAPACITY**

**The bidder is requested to furnish the following particulars. Failure to do so may result in the bid being disregarded.**

Skilled artisans employed. State categories and furnish numbers:

.....

.....

.....

.....

Unskilled labour employed. State categories and furnish numbers:

.....

.....

.....

.....

Full particulars of machinery, plant and workshops:

.....

.....

.....

.....

Particulars of commitments on which the bidder is at present engaged:

A. PRIVATE

	Project Commencing date	Consultant Expected completion date	Contract sum	Contract period
1.	.....	.....	.....	.....
	.....	.....		
2.	.....	.....	.....	.....
	.....	.....		
3.	.....	.....	.....	.....
	.....	.....		
4.	.....	.....	.....	.....
	.....	.....		
5.	.....	.....	.....	.....
	.....	.....		
6.	.....	.....	.....	.....
	.....	.....		
7.	.....	.....	.....	.....
	.....	.....		
8.	.....	.....	.....	.....
	.....	.....		

B. GOVERNMENT (including provincial administrations and autonomous Government bodies)

	Project Commencing date	Consultant Expected completion date	Contract sum	Contract period
1.	.....	.....	.....	.....
	.....	.....		
2.	.....	.....	.....	.....
	.....	.....		
3.	.....	.....	.....	.....
	.....	.....		
4.	.....	.....	.....	.....
	.....	.....		

5. ....
6. ....
7. ....
8. ....

Particulars of projects which bidder has already –

a) Completed for the Department of Public Works

	Project	Place	Contract sum
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....
6.	.....	.....	.....
7.	.....	.....	.....
8.	.....	.....	.....

b) Completed for other departments (including provincial administration and autonomous Government bodies):

	Project	Place	Contract sum
1.	.....	.....	.....
2.	.....	.....	.....
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**CONTACTABLE REFERENCES**

	Company	Contact Person	Contract Name	Contact Tel No.
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 Signature

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 Date

**T2.2t: OTHER CERTIFICATES, ETC TO BE PROVIDED BY TENDERER**

<b>Project title:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY VEHICLE ON A FULL MAINTENANCE LEASE FOR A PERIOD OF THREE YEARS FOR AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>
<b>Bid No:</b>	<b>RFQ 3-2025/26</b>

**NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE FOLLOWING PAGES BY TENDERER.**
