

Reference Number	CSM/PROFESSIONAL_SERVICES/11/2025
Description	TENDER FOR PROFESSIONAL ARCHITECTURAL, QUANTITY SURVEYING, STRUCTURAL, ELECTRICAL, MECHANICAL, AND CIVIL ENGINEERING SERVICES FOR CAPITAL WORKS AND GIAMA INFRASTRUCTURE PLANNING FOR A PERIOD OF THREE (3) YEARS
Name of the responsible unit/department	Customer Services
Address	25 Queen Victoria Street Cape Town 8001
Attention	Ronell Pedro (CFO)
Issued Date	15 December 2025
Closing date and time for submission	03 February 2026 at 11am
Compulsory Briefing	Not applicable
Method of delivery	Proposals, and accompanying documentation, must be placed in tender box at Iziko South African Museum, 25 Queen Victoria Street Cape Town 8001 Bidders to submit an original document plus two (2) copies of the original document, of which one must be in soft copy format (memory stick)
Tender box dimensions	(h) 90mm x (l) 400mm x (w) 900mm
Supply Chain Management Department contact details	Siphamandla Oupa (SCM) 021 481 3889 soupa@iziko.org.za & ndonson@iziko.org.za
TENDERER	
Name of Company	
Trading as (if different from above)	
CSD Supplier Number (MA.....Number)	
B-BBEE Status Level of Contribution	
Quote Price (Incl Vat)	
Signature	

1. BACKGROUND

Iziko Museums of South Africa (Iziko) is a schedule 3A public entity and non-profit organisation, partly subsidised by the National Department of Sport, Arts & Culture (DSAC), bringing together 12 national museums and a Social History Centre situated in the Western Cape under a single governance and leadership structure. Iziko was established in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) and is required to comply with the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) as amended and its concomitant Regulations.

2. OVERVIEW

Iziko Museums requires the services of a multi-disciplinary professional team for a three-year period to support the implementation of its Capital Works Programme and Government Immovable Asset Management Act (GIAMA) aligned infrastructure planning. These services will be guided by the approved Conservation Management Plans, as endorsed by Heritage Western Cape (HWC) or the South African Heritage Resources Agency (SAHRA).

Iziko Museums seeks to appoint ONE company capable of providing all required professional services, including but not limited to architectural, quantity surveying, structural, electrical, mechanical, and civil engineering services. The **architect** will serve as the primary liaison and lead consultant/project manager, responsible for coordinating the full professional team and ensuring delivery across all project components. Subcontracting or outsourcing specialist services is permitted; however, the appointed company must retain full responsibility for the management, coordination, and performance of all subcontracted parties.

This assignment will also include providing oversight over existing capital works projects and the roll out of new projects.

3. PROJECT BRIEF

The work to be undertaken by the professional team will include the following Iziko buildings:

Table 1: Buildings and location where services will be required

No	Iziko Building	Address
1.	Iziko Bertram House (IBH)	39 Orange Street (on UCT Hidding campus), Cape Town
2.	Iziko Bertram House Annexe Building	39 Orange Street (on UCT Hidding campus), Cape Town
3.	Iziko Bo-Kaap Museum (IBK)	71 Wale Street, Cape Town
4.	Iziko Old Town House (IOTH)	Cnr Longmarket & Burg Street, Cape Town
5.	Iziko Koopmans de Wet House (IKdW)	35 Strand Street, Cape Town
6.	Iziko SA Museum (ISAM)	25 Queen Victoria Street, Cape Town
7.	Iziko Planetarium	25 Queen Victoria Street, Cape Town
8.	Iziko Rust en Vreugd (IR&V)	78 Buitenkant Street, Cape Town
9.	Iziko SA National Gallery (ISANG)	80 St Johns Road, Cape Town
10.	Iziko ISANG Annexe building	80 St Johns Road, Cape Town
11.	Iziko Social History Centre (ISHC)	11 Church Square, Cape Town
12.	Iziko Slave Lodge (ISL)	Cnr Adderley & Spin Street, Cape Town
13.	Nelson Mandela Prison House	Drakenstein Prison, Mandela House, R 301 Paarl Western Cape
14.	Wingfield Hanger	Wingfield Naval Base, Goodwood

Note: Most, or part of, the buildings are heritage and are subject to compliance under the National Heritage Resources Act No. 25 of 1999.

The following disciplines are required:

Main consultant and tendering entity:

- I. Architect with heritage experience as Principal Consultant and Principal Agent/ Project Manager

Other consultants:

- II. Quantity Surveyor
- III. Structural Engineer
- IV. Electrical Engineer
- V. Mechanical Engineer
- VI. Civil Engineer

4. SCOPE OF REQUIRED PROFESSIONAL SERVICES

The architect will be the project manager and principal agent. Each bidder is required to submit a listing and description of similar previous projects completed by the bidder, including contactable references of the client/employer of each such project. Each bidder is required to submit an abbreviated CV of no more than one single page of each person dedicated to the project, as well as proof of professional registration.

4.1. Architect

An Architect with heritage expertise must provide the standard architectural service in terms of the PROCSA agreement as well as responsible for the Heritage Western Cape and SAHRA permit submissions. The Heritage Architect must be registered as a Professional Architect with SACAP and ideally with at least 10 years' relevant post-qualification experience and 5 years' relevant experience in working on heritage buildings.

4.2. Quantity Surveyor

The QS must provide standard services such as cost estimates, bills of quantities and remeasurements and the preparation of payment certificates. The mechanical and electrical bills of quantities which will be excluded from the QS's scope of works and will be provided by the relevant disciplines and bound into the main tender documentation by the QS. The QS must be registered with the SA Council for the Quantity Surveying Profession (SACQSP) ideally with at least 10 years' post-qualification experience.

4.3. Structural Engineer

The structural engineer must provide all the necessary structural input in close consultation with the architect. The structural engineer must be registered as a Professional Engineer with ECSA ideally with at least 10 years' post-qualification experience.

4.4. Electrical Engineer

The electrical engineer must investigate, develop detailed specifications, prepare the electrical bills of quantities and manage the necessary quality and cost control on the electrical contract. The electrical engineer must be registered as a Professional Engineer with ECSA ideally with at least 10 years' post-qualification experience.

4.5. Mechanical Engineer

The mechanical engineer must provide the necessary input in close consultation with the architect. The mechanical engineer must be registered as a Professional Engineer with ECSA ideally with at least 10 years' post-qualification experience.

4.6. Civil Engineer

The civil engineer must assess the site conditions and structural requirements, develop detailed civil and structural specifications, and prepare the relevant bills of quantities. The engineer will be responsible for ensuring compliance with applicable legislation, building codes and standards, and overseeing quality assurance in close consultation with the architect. The civil

engineer must be registered as a Professional Engineer with ECSA and ideally possesses at least 10 years' post-qualification experience.

5. SCOPE OF WORK

The scope of work to be undertaken by the Service Provider upon appointment will include an assessment of the full scope of services to be provided and the preparation of a work plan that captures all the levels of support as outlined above. The scope of work will be guided by the approved Conservation Management Plans and Building Condition reports for each of the buildings. The order of the work will be prioritized by Iziko, and this will be dependent on available funding and timeframes.

The Service Provider may be required to coordinate or engage **additional *ad hoc* professional services** such as town planning, environmental assessments, fire engineer, or other specialist inputs necessary for project delivery. Disbursements may include external payments such as permit applications or travel charges, as related to project delivery. All such *ad hoc* services and disbursements must be approved by Iziko Museum in advance.

Note: A previous contract has successfully completed and/or initiated various works on multiple sites. The appointed Service Provider may therefore be required to review, integrate, and build upon existing plans, documentation, and partially completed works. This includes familiarisation with the prior service provider's deliverables and ensuring continuity, quality assurance, and completion of any outstanding tasks in alignment with the approved scope and heritage standards.

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

- 5.1. Project management services
- 5.2. Compile and facilitate applications to Heritage Western Cape (HWC), the South African Heritage Stakeholder Management, as required
- 5.3. Regular site inspections to monitor contractor compliance for all sites
- 5.4. Prepare and submit monthly progress reports to Iziko for all sites
- 5.5. Prepare heritage close out report on completion and submit to HWC/SAHRA/other as required for all sites.
- 5.6. Provide for relevant additional *ad hoc* professional services.
- 5.7. Resources Agency (SAHRA), and any other governmental bodies, including municipalities.
- 5.8. Development of tender documentation
- 5.9. Preparation of scope of work, specifications and bill of quantities
- 5.10. Design and draft construction drawings
- 5.11. Participation in the tender process, briefing session presentation and adjudicating of tenders
- 5.12. Contract Management, including assessment, evaluation and sign off of contractor claims.

6. ASSIGNMENT COST

Hours to be agreed upon prior to executing a service. Consultants invoice to be accompanied by time sheets. Payment will be made on a time charge plus disbursements basis. A detailed pricing schedule inclusive of professional fees, disbursements and VAT is to be provided by the service provider as per **Annexure A.**

7. REQUIREMENTS

The bidding requirements and stages are summarised in the Table 2 below:

Table 2: Bidding requirements

Stage 1 – Administrative Documents requirements	Stage 2 - Functionality Criteria	Stage 3 - Price and Specific Goals
Bidders must submit all documents as outlined in Table 3 - Administrative Returnable Documents below. Note: Failure to supply any of the administrative documents stipulated below <u>may lead to disqualification.</u>	Bidders are required to achieve a minimum of 70% on functionality criteria to proceed to stage 3 (price and specific goals) Refer to Table 4 – Required documents to enable functionality scoring. Specifications will be posted on the Iziko website - http://www.iziko.org.za/static/page/tenders	Bidders that meet the minimum threshold for functionality will be evaluated for Price & Preferential Procurement Specific Goals Evaluation Criteria refer to Table 6 Price – 80 points Specific Goals– 20 points Note: Price and quality of work/product are important factors as it ensures optimum value for money and total cost to Iziko and should cover all goods and services to be delivered to the best standard possible for specified products and assembly methods.

Table 3: Administrative Returnable Documents

Please provide all below documents.

Order	Document
1.	Professional Indemnity Insurance of R10 000 000 – all consultants to provide. Confirmation of professional indemnity insurance. If confirmation/proof of professional indemnity insurance is not duly confirmed, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process.
2.	Index confirming contents of all documents
3.	Cover letter , with signed acceptance of Iziko's invitation and acknowledgement of Iziko's terms and stated requirements attached.
4.	CSD Registration Summary Report - Bidders must ensure that they have successfully registered on the CSD at the time of submitting their bid.
5.	Copies of: • Company Registration (CIPC) • IDs of key personnel • Proof of bank account details of company
6.	Detailed pricing structure: A pricing schedule detailing a full pricing breakdown, inclusive of VAT, and disbursements (Annexure A)
7.	Completed Occupational Health and Safety Agreement (Annexure B)
8.	Completed Confidentiality and Non-Disclosure Agreement (Annexure C)
9.	Completed SBD 1 - Invitation to Bid
10.	Completed SBD 4 – Bidder's Disclosure
11.	Completed SBD 6.1 - Preference Points Claim Form (Preferential Procurement Regulations 2022)
12.	Completed government procurement general conditions of contract (Annexure D)

Bidders must provide a fully completed and signed Bid Document.

8. EVALUATION OF PROPOSALS

Proposals will be evaluated on price and functionality in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

9. Stage 2 – FUNCTIONALITY CRITERIA

The documents required in Table 4 will be used for functionality evaluation. Bidders are requested to furnish detailed information to substantiate compliance to each of the functionality evaluation criteria (Table 5).

- **Please review Table 4 and Table 5 carefully and supply information requested. Failure to provide these documents will lead to service providers losing functionality points.**

Table 4: Required Documents for Functionality

Required Documents for Functionality	
1.	A company profile highlighting the following: • Team structure assigned to work on this project • A list of similar work done in the past five (5) years • Provide reference letters from clients on similar work done.
2.	<u>Proof of professional registration certificates for the following disciplines:</u> • Architect • Structural Engineer • Mechanical Engineer • Electrical Engineer • Quantity Surveyor • Civil Engineer
3.	<u>CVs of those involved in the different disciplines</u> (Refer to Section 4 of the tender brief)

A proposal which scores lower than the minimum overall percentage of 70% (70 points) will be eliminated from further evaluation; will be regarded as non-responsive and not evaluated further. All proposals which score 70% (70 points) and more for functionality will be eligible for further evaluation.

Table 5: Functionality criteria

Evaluation Area	Evaluation Criteria	Points	
Company experience	Bidder to outline relevant company experience related to scope. - 10+ years' experience = (15 points) - 5 – 10 years' experience = (10 points) - 2 – 4 years' experience = (5 points) - Less than 2 years' experience = (0 points) Include the following: • Company profile outlining relevant history and experience = (10 points). • List of projects completed in the last 5 years and must include name of project, client name and number, and project duration = (5 points). • List of heritage projects completed in the last 5 years and must include name of project, client name and number, and project duration = (5 points)	35	
Reference letters	Contactable references outlining relevant experience. - 3 or more references letters = (15 points) - 2 reference letters = (10 points) - 1 reference letter = (5 points) - No reference letters = (0 points) • Letters of reference must not be older than 5 years. • The reference letters should not be appointment or award letters. • Reference must be on client company letterhead.	15	
Implementing scope of work	The bidder must provide a short, structured outline of how they intend to plan, manage, and execute the project over the three-year period, including how they will work with Iziko's internal teams. • Outline provides a clear and feasible methodology outlining work plan, approach to stakeholder engagement and communication, and identification of key project risks with corresponding mitigation strategies = (15 points) • Outline provides a feasible methodology outlining work plan only = (10 points) • Weak or no plan = (0 points)	15	
Details of project team	Submit team information that will be working on the project. Include CVs, qualifications and professional registrations of team members across the following six (6) disciplines: I. Architect with heritage and project management experience II. Quantity Surveyor III. Structural Engineer IV. Electrical Engineer	35	

	V. Mechanical Engineer VI. Civil Engineer 10 years or more experience for each discipline = (35 points) 5-9 years' experience for each discipline = (25 points) 2-4 years' experience for each discipline = (10 points) - Less than 2 years' experience for each discipline = (0 points)		
Total			100

10. Stage 3 – PRICE AND SPECIFIC GOALS ALLOCATED POINTS

Awarding of Preference Points

Proposals that meet the minimum stipulated threshold for functionality criteria will be evaluated based on preference points as described in the Preference Point System stipulated in the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The criteria for apportioned and weighted preference points for this tender are as per the tables below:

Table 6: Price & Preferential Procurement Specific Goals Evaluation Criteria

Preference Point Criteria		Points Allocation
1.	Price	80
2.	Specific Goals allocated Points	20
Total Points		100

Price

The pricing should be inclusive of VAT, with a clear indication of the total cost before and after VAT. Bidders must ensure that their pricing accounts for any adjustments or revisions that may arise during the project.

Pricing Schedule:

Bidders are required to provide a detailed pricing structure for the project by completing the pricing schedule, Annexure A, below.

SPECIFIC GOALS

The Preference Claim Form (SBD 6.1) must form part of all bids submitted, in terms of the Preferential Procurement Regulations of 2022. This form serves as a claim form for preference points for Specific Goals contribution. The points are allocated as follows:

SPECIFIC GOALS ALLOCATED POINTS	Number of points allocated (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Proof of B-BBEE certificate; Company Registration Certification Identification Documentation. CSD report Ownership by HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) 50% or more black ownership = 20 points Less than 50% black ownership = 10 points 0% black ownership = 0 points	20	

TOTAL POINTS	20	
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11. Validity Period

Offer to be valid for 180 days from the bid closing date.

12. SUMMARY OF GENERAL PRINCIPLES

- 12.1 Iziko will apply the 80/20 preferential points system.
- 12.2 Iziko applies the provisions of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 12.3 The lowest or only proposal received will not necessarily be accepted.
- 12.4 Iziko reserves the right to withdraw its decision to seek the provision of these services at any time.
- 12.5 Iziko reserves the right to appoint consultants to assist with technical and risk assessments of bids.
- 12.6 Iziko reserves the right to obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer
- 12.7 Iziko reserves the right to request and accept changes to a proposal from a successful bidder at any time, as long as it complies with legal and administrative requirements
- 12.8 Iziko reserves the right to request the administrative returnable documents after the closing date and time, in instances where the Bidder has not returned the documents. However, the Iziko is under no obligation to request such documents or information and may elect to disqualify the Bidder that has not returned the requisite document.
- 12.9 There will be no discussions with any bidder until a final decision has been taken by the Bid Adjudication Committee. Any subsequent discussions shall be at the discretion of Iziko.

13. REASONS FOR DISQUALIFICATION

Iziko may disqualify any proposal for any one or more of the following reasons:

- 13.1 a bidder submits a proposal late.
- 13.2 a bidder submits a proposal via facsimile or e-mail.
- 13.3 a bidder does not submit required documents.
- 13.4 a bidder submits incomplete documentation and/or information as per the requirements.
- 13.5 a bidder submits information which is fraudulent, factually untrue, or inaccurate.

Any such disqualification may take place without prior notice to the applicable bidder.

14. FORMAL CONTRACT

The proposal and appended documentation, all completed and read together, form the basis for a formal agreement to be negotiated and concluded in a formal contract between Iziko and the preferred bidder.

A mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between Iziko and the preferred bidder.



MS RONELL PEDRO
CHIEF FINANCIAL OFFICER

____15 DECEMBER 2025_____
DATE



MR LENNOX TUKWAYO
CHIEF EXECUTIVE OFFICER

____15 DECEMBER 2025_____
DATE

ANNEXURE A: PRICING SCHEDULE

Pricing schedule to be completed

Item	Description	Rate per hour – 1 st Year (Incl. VAT)	Rate per hour - 2 nd Year (Incl. VAT)	Rate per hour – 3 rd Year (Incl. VAT)
1	Architect - Project Manager			
2	Quantity Surveyor			
3	Electrical Engineer			
4.	Mechanical Engineer			
5	Structural Engineer			
6.	Civil Engineer			
7	Disbursements including <i>ad hoc</i> services			
8	Annual Escalation in Rate	N/A	%	%

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CSM/PROFESSIONAL_SERVICES/11/2025	CLOSING DATE:	03 February 2026	CLOSING TIME:	11:00am
DESCRIPTION	Tender for professional architectural, quantity surveying, structural, electrical, mechanical, and civil engineering services for capital works and giama infrastructure planning				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
25 Queen Victoria Street					
Cape Town					
8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Noleen Donson		CONTACT PERSON	Dr Wendy Black	
TELEPHONE NUMBER	+27 (0) 21 481 3917		TELEPHONE NUMBER	27 (0)82 452 4081	
FACSIMILE NUMBER	+27 (0) 21 481 3993		FACSIMILE NUMBER		
E-MAIL ADDRESS	ndonson@iziko.org.za		E-MAIL ADDRESS	wblack@iziko.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder (Company Name)

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all

applicable taxes less all unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this

tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of	• Proof of B-BBEE certificate; • Company Registration Certification • Copies of Shareholders IDs		
Race: Black persons (ownership)* 50% or more black ownership = 20 points Less than 50% black ownership = 10 points 0% black ownership = 0 points			

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

Iziko Museums of South Africa
(Employer)

AND

(Mandatory/Contractor)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, *but without derogating from his status in his own right as an employer or user*"

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

WRITTEN AGREEMENT

This is a written agreement between the (employer):

Name of EMPLOYER.....

and the (Mandatory):

Name of the MANDATARY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATARY do hereby acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements of as contained in the documents attached hereto and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

NOTICE OF NON-COMPLIANCE

NOTICE OF NON-COMPLIANCE WITH AGREED HEALTH AND SAFETY REQUIREMENTS BY THE
MANDATARY

Dear(Name of MANDATARY)

1. You are hereby notified that the health and safety requirements agreed upon in terms of the written agreement entered into between yourself and the company is not being complied with.

2. Details of non-compliance.

1.
2.
3.
4.
5.
6.
7.

3. You are to indicate in writing to the management of
..... of the reasons why you are in non-compliance and what
will be done to rectify the matter.

Signature of company representative:Date:.....

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993
(ACT 130 OF 1993)

(Employer)..... has A legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned

Registration No.

/

/

1. Contractor's registration number with the office of the Compensation Commissioner:
2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

Attach copy of receipt

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

IZIKO MUSEUMS OF SOUTH AFRICA

Physical Address	25 Queen Victoria Street, Cape Town		
Postal Address	P O Box 61, Cape Town 8000		
Telephone No.	+27 21 481 3800		
Fax No.	+27 21 481 3993		
Signed at		Date	
Name		who warrants that they are duly authorised to sign	
Signature			

AS WITNESSED BY:	
Name	Signature
Name	Signature

AND

Registration number			
Physical Address			
Postal Address			
Telephone No.			
Fax No.			
Signed at		Date	
Name		who warrants that they are duly authorised to sign	
Signature			
AS WITNESSED BY:			
Name		Signature	
Name		Signature	

THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS ATTACHED HERETO

1. INTERPRETATION

In this agreement:

- 1.1 clause headings are for convenience and are not to be used in its interpretation;
 - 1.2 unless the context indicates a contrary intention:-
 - 1.2.1 an expression which denotes:-
 - 1.2.2 any gender includes the other genders;
 - 1.2.3 a natural person includes a juristic person and vice versa;
 - 1.2.4 the singular includes the plural and vice versa;
 - 1.3 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-
 - 1.3.1 **"confidential information"** means all information which the receiving party may receive or acquire from the disclosing party, and includes, without limiting the generality of the term:-
 - 1.3.1.1 information relating to the disclosing party's strategic objectives and planning for both its existing and future Information Technology needs;
 - 1.3.1.2 information relating to the disclosing party's business activities, business relationships, products, services, customers and clients;
 - 1.3.1.3 information contained in the disclosing party's software and associated material documentation;
 - 1.3.1.4 technical, scientific, commercial, financial and market information, know-how and trade secrets;
 - 1.3.1.5 data concerning business relationships, architectural information, demonstrations, processes and machinery;
 - 1.3.1.6 plans, designs, drawings, functional and technical requirements and specifications; and
 - 1.3.1.7 information concerning faults or defects in the disclosing party's systems, hardware and/or software or the incidence of such faults or defects;
- but excluding information or data which:
- 1.3.1.8 is at the time of disclosure to the receiving party lawfully and without breach of any confidentiality obligations, within the public domain;
 - 1.3.1.9 is, at the time of such disclosure, already within the possession of the receiving party, or it has been independently developed by the recipient; or
 - 1.3.1.10 is obliged to be produced under order of a court or government agency of competent jurisdiction, or in terms of statute;

provided that the onus shall at all times rest on the receiving party to establish that such information falls within the exceptions contained in clauses 1.3.1.8 to 1.3.1.10 inclusive and provided further that information disclosed in terms of this agreement will not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in a party's possession.

- 1.3.2 **"the disclosing party"** means any party who discloses information to the other party;
- 1.3.3 **"the disclosing purpose"** means the purpose or reason for which the parties have entered or will enter into discussions resulting in the disclosure of confidential information to each other, as set out in Schedule 1;
- 1.3.4 **"the parties"** means the parties to this agreement;
- 1.3.5 **"the receiving party"** means any party who receives or acquires the confidential information of the other party under any circumstances whatsoever;
- 1.4 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.

2. RECITALS

- 2.1 The parties wish to hold discussions for the disclosing purpose, during the course of which certain confidential and proprietary information will be disclosed.
- 2.2 The parties wish to record the basis on which they will honour and protect each other's confidential information.

3. RESTRICTIONS ON DISCLOSURE AND USE

- 3.1 The parties shall only use the confidential information for the specific purposes set out in the disclosing purpose.
- 3.2 In addition, both parties agree, insofar as they may be the receiving party:-
 - 3.2.1 not to disclose, publish, utilise, employ, exploit or in any other manner whatsoever use the confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing party, which consent may be withheld in the sole and absolute discretion of the disclosing party;
 - 3.2.2 they will restrict the dissemination of the confidential information to only those of their personnel who are actively involved in the disclosing purpose and then only on a "need to know" basis and they will initiate internal security procedures reasonably acceptable to each other to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof;

3.2.3 that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party hereby indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.

4. **TITLE**

The receiving party shall acquire no right, title or interest in any information disclosed to it by the disclosing party pursuant to this agreement.

5. **STANDARD OF CARE**

The receiving party shall protect the confidential information of disclosing party in the same manner and with the same endeavour which a reasonable man would use to protect his own confidential information. Should the receiving party become aware of any unauthorised copying, disclosure or use of confidential information, it shall immediately notify the disclosing party thereof in writing and, without in any way detracting from the disclosing party's rights and remedies in terms of this agreement, take such steps as may be necessary to prevent a recurrence thereof.

6. **RETURN OF INFORMATION**

6.1 **On Request.** The disclosing party may at any time request the receiving party to return any material containing, pertaining to, or relating to the confidential information and may, in addition, request the receiving party to furnish a written statement to the effect that upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.

6.2 **Destruction.** Alternatively, to clause 6.1, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that such material has been destroyed.

6.3 **Compliance with request.** The receiving party shall comply with a request in terms of this clause 6 within 3 (three) days of receipt of such request, or such shorter period as the disclosing party may demand, so long as this allows the receiving party adequate time to comply.

7. **DURATION**

Notwithstanding termination of this agreement for any reason whatsoever, this agreement shall remain in force for a period of 5 (five) years after the date of termination.

8. **DOMICILIA AND NOTICES**

8.1 **Addresses.** The Parties hereby choose domicilium citandi et executandi ("domicilium") for all purposes under this agreement the addresses set out on the face of this document.

8.2 **Change of Address.** Either party may give written notice to the other, change its domicilium to any other physical address in the Republic of South Africa and its telefax number to any other South African number, provided that such change shall take effect fourteen 14 (fourteen) days after delivery of such written notice.

8.3 **Deemed Receipt.** Any notice to be given by either party to the other shall be deemed to have been duly received by the other party -

8.3.1 if addressed to the addressee at its domicilium and posted by pre-paid registered post on the 10th day after the date of posting thereof, or

8.3.2 if delivered to the addressee's domicilium by hand during business hours on a business day, on the date of delivery thereof, or

8.3.3 if sent by fax to the addressee on the first business day following the date of sending thereof.

9. **GENERAL**

9.1 **Entire agreement.** This agreement, together with the schedules hereto and the documents, records or attachments referred to herein or therein, constitute the entire agreement between the Company and Iziko museums of South Africa in respect of the subject matter hereof.

9.2 **Variation.** No amendment or modification to this agreement shall be effective unless in writing and signed by authorised signatories of both the Company and Iziko Museums of South Africa.

9.3 **Waiver.** No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this agreement, and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.

9.4 **Applicable Law.** This agreement shall be governed and construed according to the laws of the Republic of South Africa.

9.5 **Costs.** Each party shall be responsible for its own legal and other costs relating to the negotiation of this agreement.

SCHEDULE 1
DISCLOSING PURPOSE

WITH REFERENCE TO:

NAME OF CLIENT:

DESCRIPTION OF SERVICES:

OUR REFERENCE NO:

THIS NON-DISCLOSURE AGREEMENT ENTERED INTO BETWEEN IZIKO MUSEUMS OF SOUTH AFRICA AND
..... HOLD AS CONFIDENTIAL ALL INFORMATION WHICH THEY MAY RECEIVE FROM THE
OTHER PARTY ("THE DISCLOSING PARTY") OR WHICH BECOMES KNOWN TO THEM DURING THE CURRENCY OF
THIS AGREEMENT.

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.

- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or 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

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a Tax Compliance Status, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the

34.3. Competition Act No. 89 of 1998.

34.4. 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.

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

SURNAME AND NAME:

DATE:

ADDRESS: