sport, arts & culture
Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

AMAZWI
SOUTH AFRICAN
MUSEUM OF LITERATURE
an agency of the
Department of Sport, Arts and Culture

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 4-2024/25

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS AT AMAZWI MUSEUM IN MAKHANDA FOR A PERIOD OF THREE (3) YEARS SUBJECT TO ANNUAL REVIEWS.

SECTION 1

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE					
BID NUMBER:	**RFQ: 4-2024/25**	CLOSING DATE:	**7 MARCH 2025**	CLOSING TIME:	**11:00**
ISSUE DATE:	**26 FEBRUARY 2025**				
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS AT AMAZWI MUSEUM IN MAKHANDA FOR A PERIOD OF THREE (3) YEARS SUBJECT TO ANNUAL REVIEWS.**				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
Attention: Ms Lumka Majavu, Amazwi South African Museum of Literature, 25A Worcester Street, MAKHANDA, 6139					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	**Lumka Majavu**				
TELEPHONE NUMBER	**046 622 7042**				
E-MAIL ADDRESS	scm@amazwi.museum				

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................
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs), LETTER FROM THE DOCTOR IN CASES OF PEOPLE WITH DISABILITY AS WELL AS THE PROOF OF MUNICIPAL ACCOUNT OR LEASE AGREEMENT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]						

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS 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. BIDS MUST BE SUBMITTED TO **AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE, 25A WORCESTER STREET, MAKHANDA, 6139** (PLEASE NOTE THAT ANY SUBMISSIONS MADE TO ANY OTHER ADDRESS OTHER THAN THE DESIGNATED ADDRESS 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. 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.

1.6. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).**

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: ……………………………………………...

Bidders are invited to submit clarifying questions to the following email address: scm@amazwi.museum

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this RFQ **[Bid]** must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the AMAZWI MUSEUM before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope.

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit bids as per section 3.

3 COMMUNICATION

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or AMAZWI MUSEUM employee in respect of this RFQ between the closing date and the date of the award of the business.

4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 CHANGES TO BID

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including VAT.

7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 DISCLAIMERS

AMAZWI MUSEUM is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that AMAZWI MUSEUM reserves the right to:

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Bid submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Bids, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at AMAZWI MUSEUM 's discretion be more advantageous in terms of, amongst others, cost or developmental consideration: or

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, AMAZWI MUSEUM reserves the right to cancel the contract. AMAZWI MUSEUM reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred fail to sign or commence with the contract within a reasonable period after being requested to do so, AMAZWI MUSEUM reserves the right to award the business to the next highest ranked Respondent provided that he/she is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by AMAZWI MUSEUM's Legal Counsel, prior to consideration for an award of business.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. AMAZWI MUSEUM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/.

11 PROTECTION OF PERSONAL DATA

In responding to this bid, AMAZWI MUSEUM acknowledges that it may obtain and have access to personal data of the Respondents. AMAZWI MUSEUM agrees that it shall only process the information disclosed by

Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, AMAZWI MUSEUM will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, AMAZWI MUSEUM requires Respondents to process any personal information disclosed by AMAZWI MUSEUM in the bidding process in the same manner.

12 EVALUATION METHODOLOGY

AMAZWI MUSEUM will utilise the criteria as per section 3.

13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

14 VALIDITY PERIOD

14.1 AMAZWI MUSEUM requires a validity period of **90 days (Business Days)** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

15 RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

16 MANDATORY RETURNABLE DOCUMENTS

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Bid.

17 PURPOSE

The purpose of this Request for Quotation (RFQ) is to invite professional service providers to submit a quotation for the **provision of ICT Support services for Amazwi Museum in Makhanda for a period of three (3) years.**

The contract term will be for a period of three (3) years and the contract will be reviewed on an annual basis. The performance of the contract will be assessed and monitored in accordance with the requirements of Supply Chain Management Policy.

18 BACKGROUND

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.

19 OBJECTIVES OF THE PROVISION OF ICT SUPPORT

Amazwi has outsourced its ICT support services and requires the service of an experienced dynamic support company to provide various levels of support for Amazwi. These services will span various levels of enterprise support, security services, governance, and desktop support and must be driven by key industry standards ISO, NIST, Agile, Prince, COBIT, and ITIL to name a few.

Amazwi operates within a governed ICT environment, guided by approved ICT policies that ensure alignment with the organization's Strategic Plan. As such, all ICT activities, including support services, must adhere to these policies and support the organization’s delivery objectives.

Amazwi does not have internal ICT capacity. Therefore Amazwi is outsourcing these critical services to a suitably qualified and skilled company to provide high quality ICT support services.

This scope of work outlines the requirements for ICT support services that will enable Amazwi to achieve its strategic goals while maintaining a secure, efficient, and effective ICT environment.

20. SCOPE OF WORK

20.1Amazwi’s objective is to appoint a suitably qualified service provider to provide ICT Technical Support Services for the entirety of the ICT landscape through:

a) Change Initiatives
b) Interoperability
c) Security
d) Quality
e) Disaster Preparedness & Recovery
f) Operations & Support
g) Proactive Monitoring

h) To affect support for all enterprise servers, security, data management, and storage environments cutting across premises or the cloud

20.2 **Applicable standards, specifications, and regulations**

a) Supply Chain Management Policy
b) Amazwi ICT Policies
c) Preferential Procurement Regulations, 2022
d) SANS

20.3 Specification Requirements

Throughout this document, you will see references to tiers of support. The breakdown below serves to align support services to the desired functions. The description serves to align the expected support per Tier to the bidder's support processes.

IT Support Level	Function	Support methodology	Staffing needs
Tier 1	Basic help desk resolution and service desk delivery	Support for basic customer issues such as solving usage problems and fulfilling service desk requests that need IT involvement, this function is considered desk-bound. Use of remote tools to initiate support, if no solution is available, tier 1 personnel escalate incidents to a higher tier.	First point of contact, trained to solve known problems and to fulfil service requests by following scripts.
Tier 2	In-depth technical support	Experienced and knowledgeable technicians assess issues and provide solutions for problems that cannot be handled by tier 1. If no solution is available, tier 2 support escalates the incident to tier 3.	Support personnel with deep knowledge of the product or service, but not necessarily the engineers or programmers who designed and created the product.
Tier 3	Expert product and service support	Access to the highest technical resources available for problem resolution or new feature creation. Tier 3 technicians attempt to duplicate problems and define root causes, using product designs, code, or specifications. Once a cause is identified, the company decides whether to create a new fix, depending on the cause of the problem. New fixes are documented for use by Tier 1 and Tier 2 personnel.	Tier 3 specialists are generally the most highly skilled product specialists and may include the creators, chief architects, or engineers who created the product or service.
Tier 4	Outside support for problems not supported by the organization	Contracted support for items provided by but not directly serviced by the organization, including printer support, vendor software support, machine maintenance, depot support, and other outsourced services. This extends to project-based subject matter experts.	Preferred vendors and business partners providing support and services for items provided by your co

		Problems or requests are forwarded to tier 4 support and monitored by the organization for implementation.	

20.4 Scope of Operational Support

The service can be broken down into the following three categories:

Part Function Outsourced	- 3/4th Tier Enterprise Support - Oversees the below two Tiers - Preferably onsite but can be offsite - Proactive Monitoring
Provide Tier 1 Support	- Tier 1 Support - 1st Line user support & Supervisor - Preferably onsite but can be offsite - Considered helpdesk position
Onsite Operational	- Tier 2/3 Support - Physical personnel onsite - Considered Desktop Support

20.5 Key Line of Business Applications

Note: *this is not an exhausted list but rather the most common application used.*

The applications below represent the business applications that currently exist within Amazwi and their platform types, it goes without saying the support relationship between these and enterprise support is tantamount to functioning as an enabler.

Application Name	Application Ownership	Minimum Required Support	Platform Type
Microsoft Office	Amazwi	First/Second/Third & System Platform Support	Windows
Amazwi Website	Amazwi	System Platform Support	WordPress
Google Drive	Amazwi	First/Second Line & System Platform Support	Windows
Vernon Collection Management System	Amazwi / Vernon	First/Second Line & System Platform Support	

20.6 Equipment on-site

Type	Equipment Description
Amazwi Main Building	• Dell Computers • HP Printers • Laptops Computers typically HP, Dell Lenovo • Desktop Computers and Screens are typically Dell, HP • Projectors • Biometric Device for Time and attendance and Access control ▪ Generator

20.7 General Function

These functions cut across all services and functions within the outsourcing. All services must be aligned to the entitlements which will be defined within the SLA. All services must be aligned and comply with SLA for all calls and services.

20.8 Compliance

a) The process of implementing, enforcing & measuring ICT policy.
b) Required to ensure Good Governance.
c) Fundamental to proactive management.
d) Will be subject to both internal and external audits.
e) Will be subject to penalties for not adhering to deadlines.

20.9 Disaster Recovery Service

In the event that Amazwi requires the service provider to provide Disaster Recovery services it may procure these services through the cost-plus portion of the contract and can include any of the following: All existing disaster recovery infrastructure is considered supported.

a) Offsite manage replication target for servers and/or backups
b) Offsite tape storage
c) High-speed backup link for offsite storage
d) High-speed link for business continuity allowing sufficient access to Amazwi Disaster Recovery Site
e) Hosted managed Backup Location for Amazwi's Equipment

20.10 Supply of Goods

In the event of failures or exceptional circumstances, and as part of the operational responsibility of the service provider and with the express purpose of delivering the most efficient services with the least amount of disruption and fastest possible turnaround time. For all hardware and software items listed within the specification, Amazwi will conduct an open book approach where the service provider can provide and deliver ICT Goods and services and may add up to 10% to supplier vendor quotes. Amazwi reserves the right to compare these to market prices and negotiate the markup accordingly.

20.11 Supply of Services

For operational upgrades or new requirements, it will be at the discretion of the Amazwi that the service provider may provide services concerning the specifications within this document. For all professional-related services, Amazwi will conduct an open book approach where the service provider can provide and deliver ICT services and may add up to 10% to supplier vendor invoices. Amazwi reserves the right to compare these to market prices and negotiate the markup accordingly.

20.12 Supply of New Software or Maintenance or Licensing or Renewals

Any combination of the above can be procured utilizing the open book approach where the service provider can provide and deliver ICT services and may add up to 10% to supplier vendor invoices.

20.13 Professional Services

The table below is intended to describe our understanding of the support tiers to better align with the pricing schedule section for professional services.

Engineer (Tier 1)	Gather the customer's information and determine the customer's issue by analyzing the symptoms and figuring out the underlying problem
Engineer (Tier 2)	More in-depth technical support level than 1st Line and regularly provides onsite and remote support may include network and wireless engineering skills
Engineer (Tier 3)	More in-depth technical support level than 2nd Line and regularly provides onsite and remote support, but include in-depth knowledge of servers' stage networking
Engineer (Tier 4)	External support for problems not supported by the organization, where the onsite support Tiers cannot resolve.
Database Administrator (DBA)	External support for problems not supported by the organization, where the onsite support Tiers cannot resolve.
Interactive Media Engineer	Dealing predominantly with interactive media projectors screens and conferencing equipment
Product Specialist	Engineer specializing in a particular product
Project Manager	Plan, budget, oversee and document all aspects of the specific project
Accommodation	limited to a 3-star establishment
Travel Rate Round Trip (Base to Amazwi and Return)	Rate per round trip where services require onsite attention

20.14 Licensing and Maintenance

20.14.1 Note: The below items are the key operational systems Amazwi require to be managed through the operations and renewals but not limited to. New items deemed to be operational will fall into this category and be required to be managed by the appointed service provider. It will be the responsibility of the appointed service provider to manage the renewals and provide the quotation in good time before the expiration (penalties to apply).

20.14.2 For existing and new software licensing and upgrades, it will be at the discretion of Amazwi that the service provider may provide renewal of licensing and or maintenance aligned with the specifications within this document. For all licensing and maintenance-related services, Amazwi will conduct an open book approach where the service provider can provide and deliver ICT services and may add up to 10% to supplier vendor quotations. Amazwi reserves the right to compare these to market prices and negotiate the markup accordingly. This applies to the below items but is not limited to:

a) Licensing
    - Microsoft
    - Volume licensing agreement
    - Exchange Server
    - System Centre Configuration Manager
    - MS Teams
    - Zoom
    - Vernon Server
    - Websecure Antivirus
    - Adobe
b) Backup and replication
c) Hardware and Maintenance Support
d) Security

20.15 Reporting

Ensuring compliance with ICT policy through regular review and remediation, it must be noted that the below items are auditable functions and are mandatory for compliance internally and externally.

Review Type	Frequency	Owner	Reviewer
Audit Event logs Reviews	Monthly	Outsourced	Amazwi
Restore Test	Monthly	Outsourced	Amazwi
Disaster Recovery Testing	Quarterly	Outsourced	Amazwi
Backup Tape Offsite	Monthly	Outsourced	Amazwi
Backup Reports	Monthly	Outsourced	Amazwi
Baseline Exceptions	Yearly	Outsourced	Amazwi
Daily Proactive Checks	Daily/Weekly/Monthly	Outsourced	Amazwi

Preventative Maintenance	Monthly	Outsourced	Amazwi
Security incidents	Monthly	Outsourced	Amazwi
Endpoint reports infections, definition status etc.	Monthly	Outsourced	Amazwi
Backup Success Failure	Monthly	Outsourced	Amazwi
Adherence to SLA	Monthly	Outsourced	Amazwi
Call volume breakdown and breaches per SLA	Daily/Weekly/Monthly	Outsourced	Amazwi
Windows update status	Monthly	Outsourced	Amazwi
Network availability, Servers, and Network (Proactive Monitoring)	Monthly	Outsourced	Amazwi
Call Monitoring: Calls being updated every 3 days	Weekly	Outsourced	Amazwi
Call Monitoring: Call escalations for 30 days old calls.	Monthly	Outsourced	Amazwi

20.16 Call Logging

Service Provider to provide an integrated web-based ITIL-compliant call logging system with sufficient licensing to ensure automated call logging.

Must provide for in and out-of-hours automated calls (P1/P2/P3) derived from the proactive monitoring solution.

20.17 Call Assignment and Prioritisation

Assigning calls to the support level required to resolve the reported incident, problem, or request.

20.17.1 1st Line Call Handling / 1st Line Call Handling Supervisor:

The Tier 1/2 level engineer receives a technical incident, problem, or request through the call logging system and attends to the call until the call exceeds the knowledge of the person, and the engineer would be forced to leave their desk and attend the site. Where at this time, the call gets allocated to the appropriate engineer who attends to the call until resolution or reassigns the call to the appropriate service group.

20.18 Password Reset Handling

Securely reset users' passwords on request and ensure password accounts and requests are authorized in line with the approved ICT Policies.

20.19 Technical Function

20.19.1 Tier 1 User Support & Supervision

a) Provides the first point of contact for technical assistance.
b) Conduct selective proactive checks, with the express intention of ensuring service delivery.
c) Manages Call Queues.
d) Manages Escalations.
e) Manage customer experience and contact.
f) Is Desk-bound.
g) Remote or onsite.
h) Reports on monthly call volume.
i) Maintains hardware stock through a monthly stock take.

20.19.2 Scenario for Tier 3 Enterprise Administration and Support

Scenario: Where Amazwi does NOT have a suitably employed Enterprise Administrator, all enterprise support will be conducted by the bidder. In this scenario, the technical enterprise architecture is considered managed by the bidder.

Analyse and provide recommendations about the information systems hardware/ software and/ or capacitates ICT service to Amazwi within the scope of all ICT policies and associated documents by:

a) Maintain and manage all ICT services:
b) Participate in meetings providing guidance and good practice
c) Manage and monitor connectivity and ensure satisfactory performance, capacity, and experience
d) Test, Install and implement new services
e) Maintenance and Support of Desktop and Server infrastructure
f) Lead Desktop and Network team with short and long-term direction and escalations
g) Manage, coordinate & validate ICT backups, replication, DRP and business continuity
h) Manage user security
i) Internet-related security
j) Manage electronic communication systems
k) Maintain device baselines in line with the book of standards

20.20 Proactive Monitoring Services

Implement a proactive monitoring system hosted or on-premise to ensure optimal performance and availability of ICT infrastructure components.

20.20.1 Scope

Storage:
- Monitor capacity, usage, and performance metrics.

Network:
- Track bandwidth usage, latency, packet loss, and device status.

Servers:
- Monitor CPU, memory, disk usage, and uptime.
- Monitor virtual machine performance, resource allocation, and uptime.

20.20.2 Features

Real-time Monitoring:
- Continuous monitoring of all specified components.

Alerts and Notifications:
- Configurable alerts for threshold breaches and critical events.
- Automated call logging into the call logging system

Dashboards and Reports:
- Customizable dashboards and detailed reports for performance analysis.

Automated Remediation:
- Automated scripts and workflows to resolve common issues.

Historical Data Analysis:
- Storage of historical data for trend analysis and capacity planning.

20.20.3 Requirements

Software:
- Suitable patch management and monitoring capability platform.

Network:
- Reliable network connectivity for uninterrupted monitoring.

Security:
- Secure access controls and data encryption.

20.20.4 Implementation Plan

Assessment:
- Evaluate current infrastructure and identify monitoring needs.

Configuration:
- Set up proactive monitoring and configure monitoring parameters.
- Ensure all nodes are monitored (All asset classes)

Testing:
- Conduct thorough testing to ensure accurate monitoring and alerting.

Training:

- Provide training for 25 IT staff on using the monitoring tools.

Deployment:

- Roll out the monitoring solution across the infrastructure.

Review and Optimization:

a) Regularly review monitoring data and optimize configurations.

Reporting:

b) It must be used for Server uptime reporting

20.21 Database Administration

To provide expert support based on any given scenario or issue experienced for the duration of the contract. This support will only be utilised where the skill capacity and knowledge of onsite support are determined to be insufficient. It must be noted that these are auditable functions and are mandatory for compliance internally and externally.

20.22 Professional Services

a) Used to acquire professional services in line with ICT activities and service improvement.
b) Service Provider to provide technical support to Amazwi as and when required.
c) Applies to items or requirements that are not covered in this specification.

20.21 IMACDS (Installation, Moves Additions, Changes & Deletions Requests)

20.21.1 In-scope

a) Installations: of software where the service, feature or function already exists.
b) Moves: are the change in location of a current customer Integration, requiring both installation and decommission.
c) Additions: are the addition or creation of something new on an existing customer Integration.
d) Changes: are the modification of existing customer Integration.
e) Deletions: are the disconnection and removal of a customer Integration.
f) Implementation can be achieved with little or no impact on the service delivery of Amazwi.
g) Implementation is simple and can be achieved during normal working hours without impacting Amazwi’s daily operations directly or indirectly.
h) Upgrading of existing systems and infrastructure.

20.21.2 Out of scope

a) Major software version upgrades where there is a high probability of service outage for an extended period, excluding firmware upgrades.
b) Projects are derived from the capital where there are planned projects to install new hardware and software and implement new solutions.
c) Project management where IMACDs require third-party coordination.
d) All cabling costs are associated with an IMACD.
e) Shipping or transport of equipment.
f) Amazwi and Services Delivery Manager will agree when a major version upgrade is called off against Tier 4.

20.22 Service Provider Compliance Requirements

The below standard operating procedures and policies must be in place, if not, commitment must be provided that standard operating procedures will be in place no later than 3 months and policies no later than 6 months after the start of services.

a) Security management standard operating procedure
b) Security management policy
c) Incident management standard operating procedure
d) Incident management policy
e) Project management standard operating procedure
f) Project management policy

20.23 Service Level Agreement Requirements (SLA) (Penalties Applicable for Non-compliance)

Amazwi will reserve the right to audit the service provider within the bounds of the contract to ensure the ability of the service provider to provide and supply the required services, skills and/or products remaining within the ICT best practices and standards.

Current Frameworks/Standards/Compliance that ICT is working towards and will be applicable:
a) ISO
b) NIST
c) Agile
d) Prince
e) COBIT
f) ITIL
g) Zachman

20.24 Monthly Service Meeting

To be held onsite or if pre-arranged held remotely in the first two weeks of each month and must include a services report for compliance, KPI, auditory evidence and performance management of the agreed contract and SLA.

Attendees to include:

a) Service Delivery Manager / Account Manager
b) Senior Technician

Minimum Reporting

a) Backup Success Failure
b) Security incidents
c) Endpoint reports infections, definition status etc.
d) Windows update status
e) Adherence to SLA
f) Call volume breakdown and breaches per SLA
g) Network availability, Servers, and Network
h) Preventative Maintenance

20.25 Staff Complement

Provide staff complement to manage minimum call quantities below:

a) Incident Requests – a current average of 20 calls per month
b) Service Requests – a current average of 20 calls per month
c) Change Request – a current average of 5 calls per month

20.26 ICT Policy Compliance

20.26.1 Proactively ensuring policy compliance
20.26.2 Constantly measuring the environment against the existing Policy

20.27 Standby Engineers/technicians

20.27.1 Must respond to any reported outage
20.27.2 Must have a standby phone with the published support number
20.27.3 Must have suitable transport
20.27.4 Must be within Amazwi area while on standby

20.28 Service Level Agreement (SLA) Targets

SLA	Support Hours	Target SLA	MTTR	Measurement
P1	Match Amazwi working hours Monday – Friday 08:00 – 16:30	1 hour – Response to incident	4 hours – Mean time to repair	The provider supplied incident management system
P1	After hours Monday – Friday 16:30 – 08:00	2 hour – Response to incident	4 hours – Mean time to repair	The provider supplied an incident management system

P2	Match Amazwi working hours Monday – Friday 08:00 – 16:30	2 business hours – Response to incident	8 business hours – Mean time to repair	The provider supplied incident management system
P3	Match Amazwi working hours Monday – Friday 08:00 – 16:30	8 Business hours – Response to the incident	24 business hours – Mean time to repair	The provider supplied incident management system

20.29 Minimum Uptime

20.29.1 Server Availability – 99%
20.29.2 Excludes planned outages Overall Backup Success – 90%
20.29.3 SLA Adherence – 95%

20.30 Guarantees and Warranties

20.30.1 Potential Suppliers will have to provide the necessary warranties/guarantees and after-sales services as and when required.
20.30.2 To cover a minimum of 6 months from delivery of the Certificate of Completion.

20.31 Occupational Health and Safety Requirements

20.31.1 In terms of section 10 of the Occupational Health and Safety Act any person who manufactures, imports sell or supplies any substance for use at work shall:
20.31.2 Ensure, as far as reasonably practical, that the substance is safe and without health risks when properly used.
20.31.3 Take such steps as may be necessary to ensure that information is available about the use of the substance at work, the risks to health and safety associated with such substance, and the conditions necessary to ensure that the substance will be safe and without health risks when properly used and the procedures to be followed in the case of an accident involving such substance.
20.31.4 Where required compliance with Construction Regulations 10 (of 2014) of the OHS Act of 1993

20.32 Delivery

20.32.1 Delivery Address: Amazwi South African Museum of Literature, 25A Worcester Street, Makhanda, 6130; Schreiner House, 9 Cross Street, Nxuba

21 PRICING

21.1 Pricing must be quoted in terms of total 360 hours per annum, rates per team member and Rand value reflecting amount including VAT. Disbursements to be included in the pricing.
21.2 Tenders must be in ZAR Currency (Rand).
21.3 Price escalation will apply as follows:
a) Rate of Exchange will be allowed with proof

21.4 The quote must be accompanied by proof of ROE, the following process applies.

21.4.1 Purchase Order will be provided within 72 hours from receipt of quotation.

21.4.2 ROE will be calculated from the SARB website's rate of exchange for the days in question.

21.4.3 The ROE difference will be calculated between the day of tender closing and the service provider placing the order with its supplier, to be no longer than 48 hours from the date Amazwi provides the order.

21.4.4 The Service providers must confirm placing the order with their supplier within 48 hours of the receipt of the order.

21.4.4.1 If ROE changed during the period of the above-mentioned process

a) The service provider must provide evidence of the ROE claim
b) The purchase order is rectified by Amazwi
c) Once the correct purchase order has been provided only then may procurement continue.
d) If ROE changes post the 48-hour window, the additional costs will be for The service provider's account.

21.4.5 CPI upon the anniversary of the contract

21.4.5.1 Industry-related CPI will be allowed with proof from the distributor of ad-hoc price escalations

21.4.5.2 Proof to be supplied:

a) Signed letter from the distributor on letterhead of price escalation
b) Quotation from the distributor

21.4.6 Bid prices must be inclusive of VAT

21.4.7 All delivery costs must be included in the Tender.

21.4.8 All Tenders must be valid for up to 90 Days.

21.4.9 If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.

SECTION 3

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)	Descriptive list of at least 4 successful projects in provision of ICT support services (References must be contactable).	
b)	Proof of company certification /compliance with standards	
c)	Proof of 4 successful projects references indicating experience provision of ICT Support Services	
d)	Details of appropriate competence, skills and expertise within your organization required for the execution of this contract. Detailed and current CV's of key personnel that will be assigned to the project, including defined roles and responsibilities. The CV's should be supported with proof of qualifications	
e)	Proof of certified partners	
f)	Bidder's understanding of the Brief/Project Plan/Service Delivery Plan	
g)	Company Registration Documents (CIPC documents)	
h)	Copies of Directors' ID documents;	
i)	Provide indemnity insurance of a contract award value with 10% mark-up	
j)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
k)	Letter from the doctor for People with Disabilities	
l)	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.	
m)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
n)	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 RFQ 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. cancelled cheque or 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
TOTAL	**100**

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin= Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

a) 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.

b) 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 70 points for functionality will be considered as DISQUALIFIED and discarded from further evaluation.

Functionality Criteria	Max. no of points
1. Experience and track record	20
2. Technical expertise	50
3. Compliance with standards	15
4. Certified partners	10

5. Bidder's understanding of the Brief/Project Plan/Service Delivery Plan	5
Total	**100 Points**
Minimum functionality score to qualify for further evaluation	**70 Points**

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**
1.	**Relevant internal audit experience**		
A maximum of 4 reference letters from clients confirming your company's involvement, level of service and contact details for similar ICT support projects and project value must be submitted.	No reference letters		0
	1 reference letter from client for completed ICT support project		5
	2 reference letters from clients for completed ICT support projects		10
	3 reference letters from clients for completed ICT support projects		15
	4 or more reference letters clients for completed ICT support projects		20
References must not be older than 3 years Each reference will be verified Each reference letter will be evaluated on its own, scoring a possible maximum of 5 points per letter.			

No	Criteria	Evaluation Indicators	Applicable Value
2.1	**Technical Expertise – Account Manager (Max points 10)**		
Provide CVs and recently certified copies of qualifications, proof of registration /certification with relevant professional body of key persons on this project.	No information submitted		0
	Account Manager with a minimum of five (5) years' relevant experience. Attach certified copy of qualification.		10
	Account Manager with a minimum of three (3) years' relevant experience. Attach certified copy of qualification.		5
	Account Manager with a minimum of two (2) years' relevant experience. Attach certified copy of qualification.		3
Certification of qualifications and proof of registration/certification with professional body must not be older than 6 months **Qualifications will be verified** **Each personnel will be evaluated on its own.**			

No	Criteria	Evaluation Indicators	Applicable Value
2.2	**Technical Expertise – Tier 1 – User Support (Max points 10)**		
Provide CVs and recently certified copies of qualifications, proof of registration /certification with relevant professional body of key persons on this project.	No information submitted		0
	Resource with a minimum of one (1) years' relevant experience. Attach certified copy of qualification.		10
	Resource with a minimum of six (6) months relevant experience. Attach certified copy of qualification.		5
Certification of qualifications and proof of registration /certification with professional body must not be older than 6 months. Qualifications will be verified **Each personnel will be evaluated on its own.**			

No	Criteria	Evaluation Indicators	Applicable Value
2.3	**Technical Expertise – Tier 2 – Desktop Support (Max points 10)**		
Provide CVs and recently certified copies of qualifications, proof of registration /certification with relevant professional body of key persons on this project.	No information submitted		0
	Resource with a minimum of two (2) years' relevant experience. Attach certified copy of qualification.		10
	Resource with a minimum of one (1) year relevant experience. Attach certified copy of qualification.		5
	Resource with a minimum of six (6) months relevant experience. Attach certified copy of qualification.		3
Certification of qualifications and proof of registration/certification with professional body must not be older than 6 months **Qualifications will be verified** **Each personnel will be evaluated on its own.**			

No	Criteria	Evaluation Indicators	Applicable Value
2.4	**Technical Expertise – Tier 3 – Enterprise Administration & Support (Max points 10)**		
Provide CVs and recently certified copies of qualifications, proof of registration /certification with relevant professional body of key persons on this project.	No information submitted		0
	Resource with a minimum of three (3) years' relevant experience. Attach certified copy of qualification.		10
	Resource with a minimum of two (2) year relevant experience. Attach certified copy of qualification.		5
	Resource with a minimum of one (1) year relevant experience. Attach certified copy of qualification.		3
Certification of qualifications and proof of registration/certification with professional body must not be older than 6 months **Qualifications will be verified** **Each personnel will be evaluated on its own.**			

No	Criteria	Evaluation Indicators	Applicable Value
2.5	**Technical Expertise – Tier 4 – Expert Administration & Support (Max points 10)**		
Provide CVs and recently certified copies of qualifications, proof of registration /certification with relevant professional body of key persons on this project.	No information submitted		0
	Resource with a minimum of five (5) years' relevant experience. Attach certified copy of qualification.		10
	Resource with a minimum of three (3) year relevant experience. Attach certified copy of qualification.		5
	Resource with a minimum of two (2) year relevant experience. Attach certified copy of qualification.		3
Certification of qualifications and proof of registration/certification with professional body must not be older than 6 months Qualifications will be verified Each personnel will be evaluated on its own.			

No	Criteria	Evaluation Indicators	Applicable Value
3.	**Compliance with standards – (Max points 15)**		
Experience in ability to adhere to applicable standards and frameworks, including ISO, NIST, COBIT, and ITIL / equivalent. (number of relevant certification)	No information submitted		0
	3 or more proof of certification		15
	2 proof of certification		10
	1 proof of certification		5
Proof of certification with the standard/framework setting body Each certification will be verified Each certification will be evaluated on its own, scoring a possible maximum of 5 points per certification.			

No	Criteria	Evaluation Indicators	Applicable Value
4.	**Certified Partners – (Max points 10)**		
Demonstrate expertise and a strong relationship with key technology partners. (number of certified partners)		No information submitted	0
		3 or more proof of certified partners	10
		2 proof of certified partners	5
		1 proof of certified partner	3
Proof of certified partner demonstrating expertise and strong relationship with key technology providers **Each certified partner will be verified** **Each certification will be evaluated on its own.**			

No	Criteria	Evaluation Indicators	Applicable Value
5.	**Bidder's understanding of the Brief**		
Bidders must demonstrate required level of experience of the prospective ICT support service provider to implement ICT support services, technical approach inclusive of methodology, Capability, knowledge, expected service levels, incident and change management processes, Quality control, communication plan and continuous improvement plan (value add)		No information submitted	0
		Written proposals must be submitted with the following elements of the project plan: 1. Project scope 2. Expected service levels 3. Incident management process 4. Change management process 5. Resource allocation 6. Cost management plan 7. Risk management plan 8. Quality management 9. Communication plan 10. Continuous improvement plan 11. Project closeout report	5
Demonstrate in-depth understanding and implementation of ICT Support projects as stipulated in this ToR and taking into account all relevant legislation and standards: Proposal with a project plan outlining two (2) elements – 1 points Proposal with a project plan outlining four (4) elements – 2 points Proposal with a project plan outlining six (6) elements – 3 points Proposal with a project plan outlining eight (8) elements – 4 points Proposal with a project plan outlining ten (10) elements – 5 points			

SECTION 4

SBD 3

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

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

--	R----------------------	----------------------
--	R----------------------	----------------------
--	R----------------------	----------------------
--	R----------------------	----------------------

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

--	R----------------------	----------------- days
--	R----------------------	----------------- days
--	R----------------------	----------------- days
--	R----------------------	----------------- days

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

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

TOTAL: R…………………………………

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

5.2 Other expenses, for example accommodation (specify, eg. 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...................
--		....	R....................
--		....	R....................
--		....	R....................

TOTAL: R....................................

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

7. Estimated man-days for completion of project ....

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

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

....

....
....

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.

SECTION 5

AMAZWI MUSEUM GENERAL CONDITIONS OF PURCHASE

General

AMAZWI MUSEUM and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between AMAZWI MUSEUM and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by AMAZWI MUSEUM.

No servant or agent of AMAZWI MUSEUM has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by AMAZWI MUSEUM in the order/contract.

Price and payment

The Supplier will be paid in South African Rand only. Preferably, the matter of foreign currency transactions will not be entertained. Payment will be as quotation in South African Rand. AMAZWI MUSEUM pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:
Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to AMAZWI MUSEUM at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to AMAZWI MUSEUM a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to AMAZWI MUSEUM when accepted by AMAZWI MUSEUM.

Rejection
If the Supplier fails to comply with his obligations under the order/contract, AMAZWI MUSEUM may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, AMAZWI MUSEUM may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to AMAZWI MUSEUM.

In the case of services, the Supplier corrects non-conformances as indicated by AMAZWI MUSEUM.

Warranty
Without prejudice to any other rights of AMAZWI MUSEUM under these conditions, the Supplier warrants that the items are in accordance with AMAZWI MUSEUM 's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by AMAZWI MUSEUM.

Indemnity
The Supplier indemnifies AMAZWI MUSEUM against all actions, suits, claims, demands, costs, charges, and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his sub bidders, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies AMAZWI MUSEUM against claims, proceedings, compensation, and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by AMAZWI MUSEUM.

Assignment and sub-contracting
The Supplier may not assign or subcontract any part of this order/contract without the written consent of AMAZWI MUSEUM.

Termination
AMAZWI MUSEUM may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to AMAZWI MUSEUM): If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of AMAZWI MUSEUM, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law
The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

SECTION 6

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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 a price quotation, advertised competitive bid, limited bid or proposal). 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[2]): ……………………………………..

2.4 Company Registration Number: ……………………………………………………………………..…….

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.

[1]"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.

[2]"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 attached proof of such authority to the bid document? YES / NO

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

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 Tax Reference Number	State Employee Number / Persal Number

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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………

Signature Date

…………………………………. ………………………………………………

Position Name of bidder

SECTION 7

SBD 6.1

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:

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

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. 55of 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 19th 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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = 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		Bidder to submit valid copy of CIPC certificate, certified South African ID copies of owners and letter from the doctor
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		NO	

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		NO	

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 √	QSE √
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
iv) purchaser that the claims are correct;
v) 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.

WITNESSES	………………………………………………..
1. ……………………………………..	SIGNATURE(S) OF BIDDERS(S)
2. …………………………………….	DATE: …………………………………..
	ADDRESS …………………………………..
	…………………………………..
	…………………………………..

SECTION 8

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…………………………………… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
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);
   - Filled in task directive/proposal;
   - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
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 …………………………..

WITNESSES

1 ……….……………………………

2 ……….……………………………

DATE:……………………………..

SIGNATURE ……………………………
NAME OF FIRM ……………………………

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…………………………………………… in my capacity as…………………...……………………………….. accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	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:……………………………..

SECTION 9

SBD 8

DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Company Document must form part of all RFQs 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 RFQ of any Company may be disregarded if that Company, 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 RFQ.

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

SECTION 10

SBD 9

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs[1] 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 Company (or RFQ rigging).[2] Collusive Company 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 RFQ of any Company if that Company, 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 Company 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 RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

I, the undersigned, in submitting the accompanying RFQ: ____ (Quotation Number and Description) in response to the invitation for the RFQ 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: ____(Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word "competitor" shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:

a. has been requested to submit a RFQ in response to this RFQ invitation;
b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
c. provides the same goods and services as the Company and/or is in the same line of business as the Company

5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However communication between partners in a joint venture or consortium[3] will not be construed as collusive Company.
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 RFQ;
   e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
   f. Company with the intention not to win the RFQ.
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 RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ 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 RFQs and contracts, RFQs 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 Company

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

SECTION 11

COMMISSIONER OF OATH

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at ____________________ on this the ________ day of _____________ 20___, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.

________________________________ (Sign – SERVICE PROVIDER)

________________________________ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON	
STAMP :	*NAME & SURNAME:* *DESIGNATION/RANK :* *PERSAL/EMPLOYEE NO:* *PLACE/DATE:*

SECTION 12

PRICING SCHEDULE

RFQ Description:	**THE PROVISION OF OPERATIONAL ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS FOR A PERIOD ENDING 31 MARCH 2028.**
PLEASE NOTE:	**1.** Only firm prices will be accepted. Non-firm prices (excluding prices subject to rates of exchange variations and CPI escalations) will not be considered. **2.** In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. **3.** All costs MUST be included in the bid price, for the rendering of the service at the prescribed destination. **4.** All prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax. **5.** All prices shall be tendered in accordance with the units specified in this schedule. **6.** The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. Where the tenderer indicates a "Nil/R.0.00", "Not Applicable (N/A)" or a "dash (-)" without explanation, the tenderer may be declared non-responsive.
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
hereby offer to Amazwi to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of Amazwi and subject to the conditions of tender, for the amounts indicated hereunder:	

1. Hourly Rates for Engineers/Technicians (Resources)

Support Tier	Description	Hourly Rate (Excl. VAT)
1	Tier 1 User Support & Supervision	
2	Tier 2 Desktop Support	
3	Tier 3 Enterprise Administration & Support	
4	Tier 4 Expert Administration & Support (As and when required)	
	Account Manager	

2. Minimum Service Level Agreement (SLA) Hours

2.1 Please note the pricing schedule below is for estimation purposes only, the final ICT Service Delivery Plan will have to be compiled by the appointed Service Provider and be submitted to ICT Committee. The plan will be limited to 1 080 hours (3 years). These hours can be used across any tier of support as needed.

2.2 If the minimum SLA hours are exhausted within the month, the service provider will charge for additional hours at the respective tier's hourly rate.

Description	Unit Price	Units/hours	Total Cost
MINIMUM SERVICE LEVEL AGREEMENT (SLA) HOURS – 360 PER ANNUM			
DISBURSEMENTS			
SUB-TOTAL			
VAT			
TOTAL INCUDING VAT @15%			

TOTAL QUOTED PRICE IN WORDS (VAT INCLUDED)

……

……

……

Total fees for 2026/27.. R ....
Total fees for 2027/28.. R ....

Professional Services	**Per Hour (Excl. VAT)**
Engineer (Tier 1) *(If additional or project-related resources are required)*	
Engineer (Tier 2) *(If additional or project-related resources are required)*	
Engineer (Tier 3) *(If additional or project-related resources are required)*	
Engineer (Tier 4)	
DBA (Tier 4)	
Interactive Media Engineer (Engineer for installation of interactive media ex. Screens, projectors, etc.)	
Product Specialist	
Project Manager	
Accommodation is limited to a 3-star establishment	
Travel Rate Round Trip (Base to Amazwi and Return)	

Ad-Hoc Operational Charges based on Supplier Quotations
Software Renewals (maximum 10% markup)
Operations Support Software (maximum 10% markup)
Hardware (maximum 10% markup)

END OF REQUEST FOR QUOTATION

RETURNABLE DOCUMENTS

(TO BE INSERTED BY TENDERER)

A) PROVIDE A DESCRIPTIVE LIST OF ALL COMPLETED ICT SUPPORT SERVICES PROJECTS.

The portfolio must contain the following information:

1. Name of project,

2. Client information,

3. Description of the project

4. The value of the project

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an agency of the
Department of Sport, Arts and Culture

B) PROOF OF REGISTRATION /CERTIFICATION WITH A RELEVANT PROFESSIONAL BODY

(DOCUMENTS MUST STILL BE VALID)

C) PROOF OF 4 SUCCESSFUL PROJECTS REFERENCES INDICATING EXPERIENCE PROVISION OF ICT SUPPORT SERVICES.

(REFERENCES MUST BE CONTACTABLE).

(TO BE INSERTED BY TENDERER)

D) DETAILS OF APPROPRIATE COMPETENCE, SKILLS AND EXPERTISE WITHIN YOUR ORGANIZATION REQUIRED FOR THE EXECUTION OF THIS CONTRACT.

CV'S OF KEY PERSONNEL THAT WILL BE ASSIGNED TO THE PROJECT, INCLUDING DEFINED ROLES AND RESPONSIBILITIES. THE CV'S SHOULD BE SUPPORTED WITH PROOF OF QUALIFICATIONS

(TO BE INSERTED BY TENDERER)

E) PROOF OF CERTIFIED PARTNERS

(TO BE INSERTED BY TENDERER)

F) BIDDER'S UNDERSTANDING OF THE BRIEF/PROJECT PLAN/SERVICE DELIVERY PLAN

(TO BE INSERTED BY TENDERER)

G) COMPANY REGISTRATION DOCUMENTS

(TO BE INSERTED BY TENDERER)

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H) COPIES OF DIRECTORS' ID DOCUMENTS

(TO BE INSERTED BY TENDERER)

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I) PROVIDE AN INDEMNITY INSURANCE OF A CONTRACT AWARD VALUE WITH 10% MARK-UP

(TO BE INSERTED BY TENDERER)

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J) VALID BBBEE CERTIFICATE FROM A SANAS ACCREDITED RATING AGENCY (ORIGINAL OR CERTIFIED) OR AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATH

(TO BE INSERTED BY TENDERER)

K) LETTER FROM THE DOCTOR FOR PEOPLE WITH DISABILITIES

(TO BE INSERTED BY TENDERER)

L) 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.

(TO BE INSERTED BY TENDERER)

M) VALID TAX CLEARANCE CERTIFICATE (MUST BE VALID ON CLOSING DATE OF SUBMISSION OF THE PROPOSAL) AND SARS ISSUED PIN

(TO BE INSERTED BY TENDERER)

N) CSD REPORT / CSD REFERENCE NUMBER

(TO BE INSERTED BY TENDERER)

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O) JOINT VENTURE / CONSORTIUM AGREEMENT / TRUST DEED (IF APPLICABLE)

(TO BE INSERTED BY TENDERER)

P) PROOF OF UIF REGISTRATION

(TO BE INSERTED BY TENDERER)

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Q) PROOF OF BANK ACCOUNT (I.E. CANCELLED CHEQUE OR LETTER ISSUED BY THE BANK)

(TO BE INSERTED BY TENDERER)

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R) VALID AND ORIGINAL, OR CERTIFIED COPY OF LETTER OF GOOD STANDING (COIDA)

(TO BE INSERTED BY TENDERER)