



APPOINTMENT OF SAGE BUSINESS PARTNER TO PROVIDE PROFESSIONAL SUPPORT SERVICES FOR A PERIOD OF 24 MONTHS ON A NEEDS BASIS SPECIFICATION:

Reference Number	IZIKO-FIN-RFQ- SAGE BUSINESS PARTNER 2026/08/01
Description	SAGE BUSINESS PARTNER TO PROVIDE PROFESSIONAL SUPPORT SERVICES FOR A PERIOD OF 24 MONTHS ON A NEEDS BASIS SPECIFICATION:
Address	25 Queen Victoria Street, Cape Town, 8001
Attention	Siphamandla Oupa (SCM Manager)
Site Visit	Not Applicable
Advert Date	20 August 2026
Closing date and time for submission	27 August 2026 @ 11H:00
Method of delivery	Quotes / Proposals, and accompanying documentation, must be emailed to (SCM) 021 481 3889: Siphamandla Oupa soupa@iziko.org.za and ndonson@iziko.org.za and scm@iziko.org.za
Technical enquiries	kdeleeuw@iziko.org.za (021) 481 3926
Name of Bidding Company	
CSD Supplier Number (MA.....Number)	
B-BBEE Status Level of Contribution	
Quote Price (Incl Vat)	
Signature	

1. Background

Iziko Museums of South Africa (Iziko) is a schedule 3A public entity and non-profit organisation, partly subsidised by the National Department of Sport, Arts & Culture (DSAC), bringing together 11 national museums and a Social History Centre situated in the Western Cape under a single governance and leadership structure. Iziko was established in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) and must comply with the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) and its concomitant regulations.

2. PURPOSE

Iziko Museums of South Africa (Iziko) invites qualified and accredited Sage Business Partners to provide professional support services for Sage 300, including Sage 300 People for a period of twenty-four (24) months. The entity relies on Sage for financial and operational processes and requires a service provider that can offer reliable, responsive, and cost-effective support.

3. SCOPE OF WORK – SPECIFICATION

The appointed service provider must support all Sage 300 and Sage 300 People systems configurations, integrations and backups must be fully compatible with on-premises and cloud-hosting requirements.

The appointed service provider(s) will be required to deliver professional systems support for all Sage systems used by the entity to conduct business as indicated below.

- Installation, Configuration and Upgrades
- Administration and Maintenance
- Troubleshooting and Error Resolution
- Advisory and technical guidance on system functionality, customisation and optimisation (incl. workflow routing, enforce internal controls and compliance requirements, audit trail usage)
- Systems Integration
- Backup and Restoration (configure and automate backups)
- Training and Hand-On Sessions (simulated end-to-end procurement and payroll cycles exercises)
- Annual Licence renewals all Sage applications.

4. Protection of Personal Information (POPIA)

The appointed service provider acknowledges that, in the course of rendering services under this contract, it will have access to personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA"), including but not limited to employee, payroll, and financial information held on Iziko's Sage 300 and Sage 300 People systems. Accordingly, the service provider agrees to the following:

1. **Roles.** Iziko is the responsible party in respect of this personal information. The service provider acts as an operator, as defined in POPIA, and processes personal information solely on behalf of, and under the mandate of, Iziko.
2. **Purpose limitation.** The service provider may process personal information only to the extent necessary to perform the services under this contract, and for no other purpose, unless otherwise authorised in writing by Iziko.
3. **Confidentiality.** The service provider must treat all personal information as confidential and must ensure that any employee, sub-contractor, or representative granted access to

Iziko's systems is bound by an equivalent obligation of confidentiality and is made aware of, and complies with, this clause.

4. **Security safeguards.** The service provider must implement and maintain appropriate technical and organisational measures, in line with POPIA section 19, to secure the integrity and confidentiality of personal information and to prevent unauthorised or unlawful access, loss, damage, or destruction.
5. **No unauthorised disclosure or further processing.** The service provider may not disclose, sell, or otherwise make available any personal information to any third party, nor use it for its own purposes, without Iziko's prior written consent, except where required by law.
6. **Sub-processing.** Where the service provider engages any sub-contractor who will have access to personal information, it must obtain Iziko's prior written consent and ensure the sub-contractor is bound by obligations no less onerous than those set out in this clause.
7. **Cross-border transfer.** Personal information may not be transferred, stored, or processed outside the Republic of South Africa without Iziko's prior written consent and compliance with the cross-border transfer requirements of POPIA section 72.
8. **Security compromise / breach notification.** The service provider must notify Iziko in writing without undue delay, and in any event within 24 (twenty-four) hours, of becoming aware of any actual or reasonably suspected security compromise involving personal information and must reasonably cooperate with Iziko in investigating and remediating the compromise and in meeting Iziko's own notification obligations under POPIA section 22.
9. **Return or destruction.** On termination or expiry of this contract, or earlier on Iziko's request, the service provider must, at Iziko's election, return or securely destroy all personal information in its possession and provide written confirmation that this has been done, save where retention is required by law.
10. **Audit.** Iziko, or its appointed representative, may audit the service provider's compliance with this clause on reasonable notice.
11. **Indemnity.** The service provider indemnifies Iziko against any loss, damage, fine, penalty, or claim arising from the service provider's breach of this clause or of POPIA.

5. Special Conditions

1. Iziko Museums will enter into a Service Level Agreement with the awarded bidder for a period of 24 months
2. The services will be required on a needs basis, and quotations will be requested.
3. Iziko Museums may negotiate prices with recommended bidders.
6. Payment will be made after the service has been successfully rendered.
7. All financial and HR system information, including, but not limited to; employee information, financial records, and any associated documentation, Database, backups, transactions, audit trails performed on the systems remains the sole property of Iziko Museums. The service provider is granted access strictly for the purpose of delivering agreed-upon services and must ensure compliance with all applicable data protection laws and confidentiality obligations. Under no circumstances may the service provider use, disclose, or retain this information for any purpose other than fulfilling contractual obligations. Upon termination of the agreement or completion of services, all accessed data must be returned or securely destroyed, as directed by Iziko Museums.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: IZIKO_FIN_RFQ_2026/08/01
Closing: Time 11:00	Closing date: 26 August 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

I/We _____

(Full name of bidder) the undersigned in my capacity as _____

Of the firm _____

CSD NO. _____

Hereby offer to Iziko Museums of South Africa to render the services as described, in accordance with the specifications and conditions of contract to the entire satisfaction of Iziko Museums of South Africa and subject to the conditions of tender, for the amounts indicated hereunder

Item/activity Description	Rates (Incl. VAT)	
	YEAR 1	YEAR 2
1. Professional support/ consulting services on Sage 300/per hour		
2. Professional support/ consulting services on Sage 300 People /per hour		
3. Training: Sage 300 per person		
4. Training: Sage 300 People per person		
5. Mark-up % for Sage 300 license annual renewal %		
6. Mark-up % for Sage 300 People license annual renewal %		
7. Travelling fees (Rand/KM) /Km		
TOTAL (VAT INCL.)		

Company Name: _____

Contact Number: _____

Signature of Bidder: _____

Date: _____

6. EVALUATION CRITERIA

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Bidders must comply with all the minimum requirements as listed below.

Failure to comply with or submit any of the supporting documentation/requirements listed below will result in your bid being disqualified

TABLE 1: Administrative documents to be submitted

No.	Document required
1	A valid Tax Compliance Status (TCS) PIN and a tax complaint Central Supplier Database (CSD) Report. The CSD report must include your supplier number and company details, and must be dated on or after the advertisement date
2	Valid B-BBEE certificate or sworn affidavit.
3	Signed RFQ document.
4	Completed SBD 3.1, SBD 4 and SBD 6.1 and Confidentiality non-disclosure forms.
5	The Official quotation on the Company letterhead that includes all costs and disbursements

TABLE 2. Functionality Criteria and documents to be submitted

No.	Functionality criteria	Weight
1	SAGE Accreditation: Please provide accreditation letter or proof of the bidder as SAGE Business Partner indicating years of accreditation	50
2	Experience with public entities, municipalities, national departments, constitutional institutions or Schedule 2/3 public entities. Please provide reference letters from any of the above indicating service provided and duration.	25
3	Number of certified SAGE consultants. Please provide certificates of consultants employed by bidder	25
	Total	100

6.1 EVALUATION METHODOLOGY

In accordance with the Preferential Procurement Regulations, 2022, the bid evaluation process shall be carried out in three Phases namely:

- Phase 1: Administrative Evaluation
- Phase 2: Functionality Scoring
- Phase 3: Evaluation in terms of Price and Preference Point Systems in accordance with the Preferential Procurement Regulations 2022.

6.2 PHASE 1: ADMINISTRATIVE EVALUATION (Submission of administrative documents.

The first phase of evaluation is checking and verification of all - documents as listed in TABLE 1 to be submitted by the bidders.

If any of the following Bid Forms are not completed and signed or handed in with the proposal on closing date and time, the proposal might be disqualified.

- **SBD 3.1** (Pricing Schedule) Make sure the form is completed in full.
- **SBD 4** (Bidder's Disclosure) Make sure the form is signed. (Failure to disclose correct information might result in **disqualification**).
- **SBD 6.1** (Preference claim form) Make sure it is completed and signed. (Bidders will not be disqualified if form is not completed but will not be able to claim preference points.)
- **Confidentiality Non-disclosure Form**

6.3 PHASE 2: DETAILED FUNCTIONALITY CRITERIA

Bidders must achieve a minimum functionality score of 70 points out of 100 to proceed to price and specific goals evaluation. Bidders scoring below 70 points will be regarded as technically non-responsive and will not be evaluated further.

Bidders must provide documentary evidence for all claims made under functionality. Iziko will not award points for unsupported statements, generic company profiles, or proposal wording that merely repeats the RFQ requirements.

Functionality Requirement	Scoring	Evidence Required	Functionality Points
Years of accreditation		Documentary evidence: Accreditation letter.	50
Evidence Required: Accreditation letter		8 or more years = 50 5-7 years = 40 3-4 years = 20 1-2 years = 15 - Less than 1 year = 0	
Experience with public entities, municipalities, national departments, constitutional institutions or Schedule 2/3 public entities		Signed reference letters or completion certificates from public entities, municipalities, national departments, constitutional institutions or Schedule 2/3 public entities for similar services within the last five (5) years. Reference letters must be on the client's official letterhead and include the client's contact details, project description, and date of completion	25
Evidence Required: Signed reference letters		5 or more relevant reference letters 25 3-4 relevant reference letters 20 2 relevant reference letters 10 1 relevant reference letter 5 - No relevant reference letters 0	
Number of certified consultants		5 or more certified consultants 25 3-4 certified consultants 20 2 certified consultants 10 1 certified consultant 5 - No certified consultants 0	25
Evidence Required: Certificates of consultants			
Total Functionality Points			100

6.4 PHASE 3: EVALUATION IN TERMS OF PRICE AND PREFERENCE POINT SYSTEMS

Proposals will be evaluated on the 80/20 preference points scoring system using the formula in section 3.1.1 of the SBD 6 form below: that is, 80% of the points awarded will be based on price and 20% of the points awarded will be based on specific goals, allocated as indicated in the table below:

The specific goals allocated points in terms of this tender	Evidence
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Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination based on race	• Proof of B-BBEE certificate; • Company Registration Certification • Identification Documentation. • CSD report
Race: black persons (ownership)* • 50% or more black ownership = 20 points • Less than 50% black ownership = 10 points • 0% black ownership = 0 points	

Points for specific goals will be allocated according to the percentage of ownership in the company

The evidence requested above will be used to as a means of verification of the specific goals.

7. Declaration

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

i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control

over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iii) confirms that I / we are not associated, linked or involved with any other tendering entity submitting an offer and have no relationship with another tenderer or a person responsible for compiling this scope of work that could cause, or reasonably be perceived as, a conflict of interest; and

iv) confirms that the contents of this questionnaire and the SBD 4 and SBD 6.1 forms are within my personal knowledge and are, to the best of my belief, true and correct;

v) accept that, in addition to cancellation of a contract, action may be taken against me should the Declaration prove to be false.

Signed

Date

Name

Position

Enterprise name

Please note: if required supporting documentation is not provided, the quotation may be classified as non-responsive, subject to applicable law and Iziko's SCM policy.

1. Disqualification

If a quotation is incomplete, the pricing is not done according to the specified criteria, does not comply with the specification, is received after the closing date and time, or the supplier is not registered on the CSD or does not have tax-compliant status, it may be disqualified, subject to applicable law and Iziko's SCM policy. Return this document with all required supporting documents.

2. Bid Document Submission

Emailed quotations will be accepted. The bidder is responsible for ensuring that the complete submission is received by Iziko by the closing date and time.

Do not alter this RFQ other than completing bidder details, declarations and pricing. A material unauthorised alteration may render the quotation non-responsive.

BIDDER'S DISCLOSURE (SBD4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related

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

enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder (Company Name)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons, or categories of persons, historically	Proof of B-BBEE certificate;		

disadvantaged- (HDI) by unfair discrimination on the basis of race	• Company Registration Certification • Identification Documentation. • CSD report		
Race: black persons (ownership)* 50% or more black ownership = 20 points Less than 50% black ownership = 10 points 0% black ownership = 0 points			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (b) disqualify the person from the tendering process;

-
- (c) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (d) 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;
 - (e) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

NAME OF ORGANISATION:

SURNAME AND NAME:

DATE:

ADDRESS:
.....

.....

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

IZIKO MUSEUMS OF SOUTH AFRICA

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

AS WITNESSED BY:	
Name	Signature
Name	Signature

AND

.....

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

AS WITNESSED BY:	
Name	Signature
Name	Signature

1. **INTERPRETATION**

In this agreement:-

- 1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.2 unless the context indicates a contrary intention:-
 - 1.2.1 an expression which denotes:-

- 1.2.2 any gender includes the other genders;
- 1.2.3 a natural person includes a juristic person and vice versa;
- 1.2.4 the singular includes the plural and vice versa;

1.3	the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-	3.2.1	not to disclose, publish, utilise, employ, exploit or in any other manner whatsoever use the confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing party, which consent may be withheld in the sole and absolute discretion of the disclosing party;
1.3.1	"confidential information" means all information which the receiving party may receive or acquire from the disclosing party, and includes, without limiting the generality of the term:-	3.2.2	they will restrict the dissemination of the confidential information to only those of their personnel who are actively involved in the disclosing purpose and then only on a "need to know" basis and they will initiate internal security procedures reasonably acceptable to each other to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof;
1.3.1.1	information relating to the disclosing party's strategic objectives and planning for both its existing and future Information Technology needs;	3.2.3	that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party hereby indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.
1.3.1.2	information relating to the disclosing party's business activities, business relationships, products, services, customers and clients;	4.	TITLE The receiving party shall acquire no right, title or interest in any information disclosed to it by the disclosing party pursuant to this agreement.
1.3.1.3	information contained in the disclosing party's software and associated material documentation;	5.	STANDARD OF CARE The receiving party shall protect the confidential information of disclosing party in the same manner and with the same endeavour which a reasonable man would use to protect his own confidential information. Should the receiving party become aware of any unauthorised copying, disclosure or use of confidential information, it shall immediately notify the disclosing party thereof in writing and, without in any way detracting from the disclosing party's rights and remedies in terms of this agreement, take such steps as may be necessary to prevent a recurrence thereof.
1.3.1.4	technical, scientific, commercial, financial and market information, know-how and trade secrets;	6.	RETURN OF INFORMATION
1.3.1.5	data concerning business relationships, architectural information, demonstrations, processes and machinery;	6.1	On Request. The disclosing party may at any time request the receiving party to return any material containing, pertaining to, or relating to the confidential information and may, in addition, request the receiving party to furnish a written statement to the effect that upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
1.3.1.6	plans, designs, drawings, functional and technical requirements and specifications; and	6.2	Destruction. Alternatively to clause 6.1, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that such material has been destroyed.
1.3.1.7	information concerning faults or defects in the disclosing party's systems, hardware and/or software or the incidence of such faults or defects;	6.3	Compliance with request. The receiving party shall comply with a request in terms of this clause 6 within 3 (three) days of receipt of such request, or such shorter period as the disclosing party may demand, so long as this allows the receiving party adequate time to comply.
	but excluding information or data which:-	7.	DURATION Notwithstanding termination of this agreement for any reason whatsoever, this agreement shall remain in force for a period of 5 (five) years after the date of termination.
1.3.1.8	is at the time of disclosure to the receiving party lawfully and without breach of any confidentiality obligations, within the public domain;	8.	DOMICILIA AND NOTICES
1.3.1.9	is, at the time of such disclosure, already within the possession of the receiving party, or it has been independently developed by the recipient; or	8.1	Addresses. The Parties hereby choose domicilium citandi et executandi ("domicilium") for all purposes under this agreement the addresses set out on the face of this document.
1.3.1.10	is obliged to be produced under order of a court or government agency of competent jurisdiction, or in terms of statute;	8.2	Change of Address. Either party may give written notice to the other, change its domicilium to any other physical address in the Republic of South Africa and its telefax number to any other South African number, provided that such change shall take effect fourteen (14) days after delivery of such written notice.
	provided that the onus shall at all times rest on the receiving party to establish that such information falls within the exceptions contained in clauses 1.3.1.8 to 1.3.1.10 inclusive and provided further that information disclosed in terms of this agreement will not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in a party's possession.		
1.3.2	"the disclosing party" means any party who discloses information to the other party;		
1.3.3	"the disclosing purpose" means the purpose or reason for which the parties have entered or will enter into discussions resulting in the disclosure of confidential information to each other, as set out in Schedule 1;		
1.3.4	"the parties" means the parties to this agreement;		
1.3.5	"the receiving party" means any party who receives or acquires the confidential information of the other party under any circumstances whatsoever;		
1.4	Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.		
2.	RECITALS		
2.1	The parties wish to hold discussions for the disclosing purpose, during the course of which certain confidential and proprietary information will be disclosed.		
2.2	The parties wish to record the basis on which they will honour and protect each other's confidential information.		
3.	RESTRICTIONS ON DISCLOSURE AND USE		
3.1	The parties shall only use the confidential information for the specific purposes set out in the disclosing purpose.		
3.2	In addition, both parties agree, insofar as they may be the receiving party:-		

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- 8.3 **Deemed Receipt.** Any notice to be given by either party to the other shall be deemed to have been duly received by the other party -
- 8.3.1 if addressed to the addressee at its domicile and posted by pre-paid registered post on the 10th day after the date of posting thereof, or
- 8.3.2 if delivered to the addressee's domicile by hand during business hours on a business day, on the date of delivery thereof, or
- 8.3.3 if sent by fax to the addressee on the first business day following the date of sending thereof.

9. **GENERAL**

- 9.1 **Entire agreement.** This agreement, together with the schedules hereto and the documents, records or attachments referred to herein or therein, constitute the entire agreement between the Company and Iziko museums of South Africa in respect of the subject matter hereof.
- 9.2 **Variation.** No amendment or modification to this agreement shall be effective unless in writing and signed by authorised signatories of both the Company and Iziko Museums of South Africa.
- 9.3 **Waiver.** No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.
- 9.4 **Applicable Law.** This agreement shall be governed and construed according to the laws of the Republic of South Africa.
- 9.5 **Costs.** Each party shall be responsible for its own legal and other costs relating to the negotiation of this agreement.

SCHEDULE 1

DISCLOSING PURPOSE

WITH REFERENCE TO:

NAME OF CLIENT:

DESCRIPTION OF SERVICES:

OUR REFERENCE NO:

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