



REQUEST FOR TENDER (RFT)

MS 02 OF 2021

REFURBISHMENT AND UPGRADING OF UMSUNDUZI MUSEUM'S BUILDINGS:

APPOINTMENT OF MECHANICAL ENGINEER

BIDDER REFERENCE NUMBER : MS 02 OF 2021

ISSUE DATE : 01 October 2021, Friday

COMPULSORY SITE BRIEFING : 13 October 2021, Wednesday at 11H00

CLOSING DATE AND TIME : 01 November 2021, Monday at 11H00

SUBMISSIONS DELIVERY : uMsunduzi Museum
351 Langalibalele Street
P.O Box 998
PIETERMARTZBURG
3200

FOR ATTENTION : Mr M Mfeka : Senior Finance Officer

BIDDER NAME :

BIDDER DETAILS/STAMP :

For enquires regarding the bid procedure please contact:

Senior Finance Officer: Finance & Administration

Mr Msizi Mfeka

Tel (033) 394 -6834

Email: mmfeka@msunduzimuseum.org.za

uMsunduzi Museum

351 Langalibalele Street

PO Box 998

PIETERMARITZBURG

3200

Dear Sir/Madam

**RFT (MS 02 OF 2021): REFURBISHMENT AND UPGRADING OF UMSUNDUZI MUSEUM'S BUILDINGS:
APPOINTMENT OF MECHANICAL ENGINEER**

Kindly furnish the uMsunduzi Museum with a proposal for the supply of the services as per the attached documents.

The conditions contained in the uMsunduzi Museum's policy documents and all other conditions quoted in this RFP, will apply to your submission.

This RFT, as formulated, contains relevant uMsunduzi Museum's tender documents and forms that must be completed.

Kindly tender by completing the relevant forms and deposit the documents in the tender box at the uMsunduzi Museum's address as specified in page 3 before the closing date and time.

uMsunduzi Museum takes no responsibility for any late tenders, whatever the reason may be.

Yours sincerely

.....

Mr Msizi Mfeka

Senior Finance Officer: Finance and Administration

CLOSING TIME: 11H00

CLOSING DATE: 01 November 2021

1. INVITATION AND BID SUBMISSION:

YOU ARE HEREBY INVITED TO TENDER TO THE UMSUNDUZI MUSEUM

THIS RFP MUST BE COMPLETED AND ALL APPLICABLE PAGES RETURNED AS PART OF YOUR TENDER SUBMISSION

- DO NOT RETYPE OR SUBSTITUTE IN ANY OTHER FORM.

ALL TENDER FORMS (**PAGE 4 THROUGH TO PAGE 41 AS WELL AS ALL THE APPLICABLE RETURNABLE APPENDICES**) MUST BE COMPLETED AND SIGNED IN ORIGINAL INK. FORMS WITH PHOTOCOPIED SIGNATURES/INITIALS OR ANY OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE TENDER BEING DISQUALIFIED.

THE TENDERS WILL BE EVALUATED USING THE TWO ENVELOPE SYSTEM. SUBMIT THE TENDER IN TWO SEPARATE SEALED ENVELOPES OR SUITABLE CONTAINERS IF NECESSITATED AND MARKED AS FOLLOWS "ENVELOPE 1 : TENDER DOCUMENTS" AND "ENVELOPE 2: FINANCIAL OFFER", YOUR COMPANY NAME AS WELL AS THIS TENDER REFERENCE NUMBER (**MS 02 OF 2021**) **MUST BE WRITTEN** ON BOTH ENVELOPES.

Bidders are required to submit ONE ORIGINAL plus ONE COPY of all their bid documents.

SERVICE PROVIDERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX. TENDER DOCUMENTS MUST ONLY BE DEPOSITED IN THE TENDER BOX WHICH IS IDENTIFIED AS a TENDER BOX OF THE uMSUNDUZI MUSEUM.

TENDER DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX IN THE RECEPTION OR COURIERED TO THE FOLLOWING ADDRESS FOR ATTENTION MR MSIZI MFEKA BY NOT LATER THAN THE CLOSING DATE AND TIME: TBC

uMsunduzi Museum
351 Langalibalele Street
PO Box 998
PIETERMARITZBURG
3200

TENDERS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

TENDERS SUBMITTED BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS SUCH AS EMAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

BID VALIDITY DATE: 90 DAYS.

UMSUNDUZI MUSEUM WILL PUBLISH THE AWARD OF THIS TENDER IN THE GOVERNMENT TENDER BULLETIN AND APPLICABLE MEDIA AS REQUIRED. SERVICE PROVIDERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. A SERVICE LEVEL AGREEMENT WILL BE ENTERER INTO BETWEEN THE SUCCESSFUL BIDDER AND THE UMSUNDUZI MUSEUM AFTER THE AWARD.

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2. BACKGROUND

The Buildings associated with uMsunduzi Museum are an important component of the immovable assets that are used by the institution in achieving its objectives. Many of the buildings are protected under the KZN Amafa and Research Institute Act and the National Heritage Resources Act. Due to their age, they require significant maintenance work and upgrading which must be handled within the prescripts pertaining to protected heritage resources.

The institution therefore seeks to appoint a **Mechanical Engineer with heritage buildings related experience** who will form part of the professional team of built environment consultants to implement the project and undertake other required work for uMsunduzi Museum if requested.

Service providers may form a Joint Venture.

Anticipated extent of works

The table below indicates the general areas and broad scope of work that is anticipated to be attended to as part of the uMsunduzi Museum refurbishment project. A large proportion of the design work and documentation has been done for the components below. The consultants will however be required to revise and update the documentation to suit the scope of work and thereafter implement the project through to final completion.

Area	Scope of Work
Block F : Collection Centre & Stores	-Fire Suppression System
	-Fire Alarm System
	-Security Alarm
	-Temperature Control
	-Electrical Upgrade
Block G: Workshop & Outbuilding	-Security Alarm
	-Temperature Control
	-Electrical Upgrade
Block H : Dutch Reformed Memorial Hall	-Temperature Control
	-Electrical Upgrade
	-Fire Alarm System
	-Security Alarm
	-General Building Refurbishment
	-Fire Suppression System
Block L :Studio, Exhibition Building & Staff Room	-Fire Alarm System

	-Security Alarm
	-Temperature Control
	-General Building Refurbishment
Block M : Main Building	-Electrical Upgrade
	-Temperature Control
	-Security Alarm
	-Fire Alarm System
	-General Building Refurbishment
	-Fire Suppression System
Voortrekker House 333 Boom Street	-Fire Suppression System
	-Fire Alarm System
	-Security Alarm
	-Refurbish Thatch
Memorial Church	-Electrical Upgrade
Andries Pretorius House	-Refurbishment of thatch on the roof
Additional or other work note that this will require an hourly rate submission (see pricing schedule)	- Additional or other work arising from this contract, kindly

3. PROFESSIONAL CONSULTANTS SCOPE OF WORKS:

The project scope entails the rendering of multi-disciplinary professional services in the following stages of project delivery:

Mechanical Engineer

Stage 3 - Design Development

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultants' designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

The following deliverables are applicable:

- Design development drawings
- Outline specifications.

Stage 4 - Documentation and Procurement

- Attend design and consultants' meeting.
- Prepare specifications and preambles for the works.
- Review available designs, making amendments where necessary.
- Update cost estimates based on revised designs.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings and schedules for compliance with approved budget.
- Call for tenders and/or negotiation of prices and/or assist the principal consultant where necessary.
- Liaise, co-operate and provide necessary information to the other consultants and principal agent where relevant.
- Evaluate tenders and/or provide SCM committees with advice and reports.
- Prepare contract documents for signature.
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- Assess samples and products for compliance and design intent.

The following deliverables are applicable:

- Specifications.
- Services-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation

STAGE 5 – CONSTRUCTION

- Attend site handover meeting.
- Issue construction documentation.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for Msunduzi Museum's decision making.
- Attend regular site, technical and progress meetings.
- Assist in the response to contractual claims by the contractor.
- Review the contractor's quality control programme and advice and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation.
- Review the outputs of quality assurance procedures and advise the **contractor** and **uMsunduzi Museum** on the adequacy and need for additional controls, inspections and testing.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction.
- Prepare valuations for payment certificates issued by the principal agent.
- Update and issue drawing register.
- Issue contract instructions as and when required.

Typical deliverables will include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variation orders.
- Contract instructions.
- Financial control reports.
- Valuation for payment certificates.
- Progressive and draft final accounts.
- Practical completion and defects list.
- All statutory certification and certificates of compliance as required by the local and other statutory authorities.

STAGE 6 – CLOSE OUT

- Inspect and verify the rectification of defects.
- Receive, comment and approve relevant payment valuations and completion certificates.
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts.

Typical deliverables will include:

- Valuations for final payment certificate.
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation.
- Final Accounts.

ADDITIONAL PROFESSIONAL CONSULTING SERVICES

If any other additional consulting services are required then the appointed **professional Mechanical Engineer** shall inform uMsunduzi Museum in writing of such additional services, uMsunduzi Museums shall appoint such additional services if deemed necessary in alignment with the uMsunduzi Museums SCM policy.

4. TIMEFRAMES

The appointed service provider will be expected to attend a detailed project briefing with the uMsunduzi Museum Director and relevant officials soon after appointment. Following the briefing the service provider will be expected to produce a detailed work plan reflecting all the tasks necessary to complete the assignment and the corresponding timeframes. The assignment period of the envisaged service provider will be in line with the required period to complete the implementation of the project.

The performance of the appointed service will be reviewed monthly, quarterly and annually based on the approved work plan of the service provider. Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification. Adequate opportunity to improve performance will be provided to the service provider through written notices of poor performance.

On appointment, the Service Provider is to liaise with the uMsunduzi Museum to agree on the date for submission of the work-plan.

5. ACCOUNTABILITY

The service provider will be accountable to and under the direction of the DIRECTOR of the uMsunduzi Museum in the performance of the assignment duties. The tenderer should note that they will form part of a team to be appointed by the uMsunduzi Museum. The tenderer should note that there will be an appointed Principal Agent to whom they will report. Accountability for documentation prepared by the tenderer is the bidder's responsibility in terms of deliverables as well as execution etc.

6. SPECIAL TENDER CONDITIONS

National Treasury General Conditions of Contract apply to this tender (see attached Appendix 10)

1. These conditions form part of the tender and failure to comply with these may invalidate a tender.
2. The following definitions shall apply:
 - (a) "applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance, fund contributions and skills development levies;
 - (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
 - (c) "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;
 - (d) "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;
 - (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (f) "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;

- (g) “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;
- (h) “Contract” means the agreement (including a service level agreement) that results from the acceptance of a bid by the uMsunduzi Museum;
- (i) “EME” means any enterprise with an annual total revenue that is less than the prescribed threshold value;
- (j) “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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) HDI means Historically Disadvantaged Individual;
- (m) “non-firm prices” means all prices other than “firm” prices;
- (n) PDI means Previously Disadvantaged Individual;
- (o) “Person” includes a juristic person;
- (p) “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;
- (q) “state” means 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), any municipality or municipal entity, provincial legislature, National Assembly or the National Council of provinces; or Parliament;
- (r) “Service Provider or Supplier” (used interchangeably) means any individual or entity that has the potential to be contracted by the uMsunduzi Museum to render goods/services.
- (s) “sub-contract” means the primary service provider/contractor’s assigning, leasing, making out work to, or employing, another person to support such primary service provider/contractor in the execution of part of a project in terms of the contract.

In the event that the primary contractor/service provider is purchasing or renting goods from another entity for the purposes of rendering the services required in respect of this tender the latter shall be deemed not to be a ‘sub-contractor’;

- (t) “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;

(u) "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.

3. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.
4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used.
5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.
6. Tenders must not be qualified by the service provider's own conditions of tender. Failure to comply with this requirement shall invalidate the tender.
7. Failure on the part of the service provider to sign/initial all applicable pages of this tender form and thus to acknowledge and accept the conditions in writing shall invalidate the tender submission.
8. Failure on the part of the service provider to complete the attached forms, questionnaires and specifications' document in all respects shall invalidate the tender submission.
9. All changes/alterations in the tender document should be signed/initialed. Failure on the part of the service provider to sign/initial any alterations and/or corrections made to information provided in this tender form may invalidate the tender.
10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document may invalidate your tender submission.
11. Any changes/alterations to pricing that are not signed/initialed are considered material, and shall invalidate the tender submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the tender submission.
12. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the tender submission.
13. Service providers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated. Incomplete tender submissions (i.e. with missing pages) shall be disqualified.
14. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes.
15. Tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.
16. It is an absolute requirement that the tax affairs of the successful service provider must be in order or that suitable arrangements have been made with the South African Revenue Services (SARS) to satisfy them.
17. National Treasury places an obligation on the UMsunduzi Museum to ensure that

persons conducting business with it are tax compliant at the date of the submission and award of a bid as well as for the full duration of their respective contracts.

To substantiate the fact that the bidders tax affairs are in order, a valid SARS Tax Clearance Certificate should be provided. **A tax compliance status pin must be submitted** with the tender. Failure to submit a valid unique security personal identification number (PIN) from SARS will result in the rejection of the bid. In addition, by responding to this tender you are warranting that during the contract term, you will, if requested, obtain a **tax compliance status pin** to enable the uMsunduzi Museum to verify that you are tax compliant, and that SARS may disclose your (including that of subcontractors, partners and undisclosed principals) tax compliance status to the uMsunduzi I Museum.

As per the above provisions, it must be ensured that sub-contractors, undisclosed principals, partners in partnerships and bidders not resident in the Republic of South Africa are tax compliant and remain tax compliant for the full duration of the contract

18. Firm tender prices and delivery periods are preferred. Consequently, service providers must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
19. When the contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:
 - (a) customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
 - (b) any such duty, levy or tax is legally changed or abolished; and
 - (c) the onus of proof of the effect of such events shall lie with the service provider.
20. If non-firm prices are tendered, the following rules shall apply.
 - (a) In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.
 - (b) Where the service provider is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.
 - (c) As an alternative, the service provider may specify a formula in the tender submission, on the form provided for this purpose, for the purpose of adjusting prices in accordance with published indices.
 - (d) Where the service provider is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the service provider in the net cost of the supplies on which the tender price was based. When any such increase or reduction in costs occurs, the service provider shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.
21. Where prices are subject to exchange rate fluctuations, service providers must take that factor into account when tendering and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the tender submission.

22. Discounts offered by any service provider as part of their tender submission may be considered by the uMsunduzi Museum at its sole discretion in the tender adjudication process.
23. The technical tender specifications form an integral part of the tender document and service providers shall indicate in the space/s provided whether the specific services offered are according to specification or not.
24. In cases where the services offered are not according to specification, the deviations from the specifications shall be indicated. Specifications may not, however, be changed in the tender forms provided as that shall invalidate a tender submission.
25. Unless specifically provided for in the tender document, no tenders transmitted by facsimile or post or email will be considered.
26. Service providers are requested to promote local content as far as possible.
27. A service level agreement (SLA/contract) may be entered into with the successful service provider.
28. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful service provider.
29. Any service provider found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.
30. In accordance with the uMsunduzi Museum's policy, the Msunduzi Museum reserves the right to procure goods/services outside of the contract if, inter alia, an emergency arises; the service provider's point of supply is not situated at or near the place where services are required or, if the service provider's services are not readily available.
31. uMsunduzi Museum reserves the right to negotiate the extension of the contract at its sole discretion.
32. uMsunduzi Museum may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful service provider if and when relevant.
33. Tender submissions received by the uMsunduzi Museum as well as bid evaluation, assessment and adjudication reports that may contain sensitive information relating to specific bids and are not available for perusal by the public.
34. All information supplied by the uMsunduzi Museum must be treated as strictly confidential and will remain the proprietary information of the uMsunduzi Museum. No service provider will be permitted to disclose any such information to any third party without the prior express written authority and/or consent of the uMsunduzi Museum.
35. Should the service provider fail to comply with any of the conditions of the contract, the uMsunduzi Museum shall be entitled, without prejudice to any of its other rights, to:
 - (a) Arrange for the execution of the service/s not rendered or not in conformity with the specifications of the contract; and
 - (b) Recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct; or

- (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangement due to such cancellation.
36. All acquisitions for goods/services made by the uMsunduzi Museum are subject to the following conditions:
- (a) No variations from the terms and conditions herein contained, and no contrary stipulation by the service provider shall be valid and binding unless confirmed by the uMsunduzi Museum in writing.
 - (b) uMsunduzi Museum reserves the right to cancel any order if delivery is not made in due time and the service provider will not be entitled to any cancellation fees.
 - (c) Part deliveries will only be accepted on prior arrangement with the uMsunduzi Museum.
 - (d) If delivery is not met as per agreement, the uMsunduzi Museum reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct.
 - (e) No price adjustments shall be accepted unless stipulated in the tender document received. The service provider will be obliged to sell at tendered prices.
 - (f) uMsunduzi Museum shall not be responsible for any risk in relation to the goods before delivery.
 - (g) uMsunduzi Museum shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.
 - (h) uMsunduzi Museum shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the service provider.
 - (i) The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to the uMsunduzi Museum. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.
 - (j) Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of the uMsunduzi Museum's account in your book. Every effort shall be made to take advantage of special discounts.
37. No damages shall be claimable by the uMsunduzi Museum in respect of any reasonable period of delay which the service provider can prove to the satisfaction of the uMsunduzi Museum to be directly due to unforeseen events and/or any force majeure.
38. If the execution of any contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in writing to the Administration Department, and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.
39. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.
40. Service providers may, at the discretion of the uMsunduzi Museum, be requested to submit samples, make presentations and/or written submissions in order for the uMsunduzi Museum to assess compliance with tender conditions and specifications.

41. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2017 as Gazetted on 20 January 2017. These regulations require service providers to submit valid original or certified copies of their B- BBEE Status Level Certificates from accredited verification agencies.

42. This bid will be adjudicated by the uMsunduzi Museum on the 80/20-preference point system.

43. **Preference points for this bid shall be awarded for:**

a) Price (80 points); and

b) B-BBEE Status Level of Contribution (20 points).

Consolidate B-BBEE is compulsory.

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid.

45. In terms of Regulation 6 of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contribution	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

46. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act (CCA), or a Verification Agency accredited by South African Accreditation System (SANAS) or a Registered Auditor. Registered auditors do not need to meet the prerequisite for Independent Regulatory Board of Auditors (IRBA) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

47. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African Accreditation System (SANAS).

48. Failure on the part of a bidder to complete and/or to sign this form and submit an original or a certified copy of a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with

the bid, will be interpreted **to mean that preference points for B-BBEE status level of contribution are not claimed.**

49. A trust, consortium or joint venture, will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
50. A trust, consortium or joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
51. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
52. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
53. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
54. uMshunduzi Museum 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 preference points, in any manner required by the uMshunduzi Museum.
55. The bidder obtaining the highest number of total points will be awarded the contract subject to complying with all the other requirements, such as, meeting the technical specifications and satisfying the due diligence audit
56. 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
57. Points scored will be rounded off to the nearest 2 decimal places.
58. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
59. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
60. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
61. Any legal person, including persons employed by the state, 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).
62. In view of possible allegations of favoritism, 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 authorized representative declare his/her position in relation to the evaluating/adjudicating authority, where –
 - a) the bidder is employed by the state; and/or
 - b) 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.

63. The Public Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state. This Act will take effect on a date still to be determined by the President. Should your bid be submitted on a date after such determination by the President, point 61 and 62 above will not be applicable.

7. TENDER SUBMISSION

This standard document must be completed by the service provider and must form part of all bids.

In the case of a joint venture, every member of the consortium or joint venture must complete the questionnaire and the **Joint Venture Authority Form (Appendix 5)**.

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the table on **Appendix 6: Schedule Of Proposed Sub-Contractors**.

Separate forms must be used in each case.

Failure to complete and sign/initial this document shall invalidate your bid.

Where the space provided is insufficient, annexes must be submitted with the relevant information. False documents shall and/or the omission of information may invalidate your tender.

This form also serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

Any bid may be disregarded if the bidder or any of its directors or shareholders has-

- abused the uMsunduzi Museum's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- Failed to perform on any previous contract.

ALTHOUGH NOT ALL THE INFORMATION REQUESTED HEREUNDER MIGHT BE RELEVANT TO THE SPECIFIC REQUIREMENTS OF THIS TENDER, YOU ARE REQUESTED TO COMPLETE THE DOCUMENT WITH AS MUCH RELEVANT DETAIL AS POSSIBLE.

THE INFORMATION WILL BE USED DURING THE EVALUATION PROCESS OF THE TENDER.

The Bidder declares that all personal information provided in this tender has been obtained and is provided to the uMsunduzi Museum with the consent of the persons associated with the information in terms of the requirements laid out in the Protection of Personal Information Act.

The uMsunduzi Museum will use and store the information provided in these documents primarily for the following purposes: * To evaluate the tenders *To monitor and facilitate the delivery of the requested services and the associated project *For reporting and other official requirements.

8. TENDER QUESTIONNAIRE

Important note: Where more space is required for additional information, please use photocopies of the applicable page/s.

8.1. ORGANISATIONAL PROFILE

1. Name of business entity (bidder).....
2. Legal status of bidder (tick one box)

Principal service provider		
Joint Venture		
Other, specify		

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s, each subcontractor must complete the tender questionnaire (including the certificate of independent bid determination (SBD9), declaration of bidder's past supply chain practices (SBD8), declaration of interest (SBD4) and the enterprise declaration affidavit.)

Separate forms must be used in each case.

3. Type of enterprise (tick one box) (NB: Copies of the relevant certificates / documents and ID documents of owner/s must be attached):

Partnership (State number of partners)	
One person business/ sole trader	
Close corporation	
Company	
Public listed company	
Trust	
NGO	
Other (specify)	

4. Company classification

Initial: _____

Manufacturer	
Supplier	
Professional service provider	
Other service providers, e.g. transporter, etc.	

5. Company registration number:
6. Postal address:
7. Street address:
8. City.....Province.....
9. Telephone:
10. Fax:
11. Contact person (person representing bidder).....
12. Designation of contact person:
13. Identity number:
14. E-Mail address:
15. Cellphone number:
16. Company website address:
17. The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL number must be indicated in the table below.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number/ PERSAL Number (If Applicable)	HDI status		
				PDI	WOMEN	DISABLED

- 18, SMME Classification (Tick one applicable to your company):

--	--

Non-SMME	
Large	
Medium	
Small	
Very Small	
Micro	

19. State the principal nature/activities of your business

20. Did the company previously exist under another name?

Yes		No	
------------	--	-----------	--

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

If applicable provide name of state institution to which the person is connected: _____ Position occupied in the state institution: _____ Any other particulars:

21. Total number of years that the company has been in business: _____

22. Please stipulate the B-BBEE status level of contribution as it appears on the certificate for your entity _____

23. What preference points are claimed in respect of this bid? _____

24. **B-BBEE Status:** All service providers must submit original or certified copies of their status level certificates/affidavits together with their bid documentation in support of and confirming the B-BBEE status level indicated above. Copies of certified copies of a B-BBEE status level certificate/affidavit are not valid. Failure to submit the required certificate/affidavit will result in a bidder being deemed as a non-compliant contributor and a status level of zero (0) will be allocated

25. **Registration on CSD:** National Treasury has placed an obligation on all service providers that intend doing business with government to register on its Central Supplier Database (CSD).

Prospective suppliers are able to self-register on the CSD website www.csd.gov.za. The CSD interfaces to South African Revenue Service (SARS) to enable tax clearance certificate verification and the Companies and Intellectual Property Commission (CIPC) for verification of business registration and business ownership information. The CSD furthermore verifies supplier information with the register for tender defaulters and database of restricted suppliers, and verifies South African identification numbers with the Department of Home Affairs (DHA).

Effective 1 April 2016, all spheres of government may only be allowed to do business with suppliers that are registered on the CSD. Therefore, with effect from 1 April 2016, the uMsunduzi Museum may not award any bid to a supplier not registered as a prospective supplier on the CSD.

All prospective service providers that intend participating in this tender are, therefore, obliged to register on the Central Supplier Database (CSD), if not already.

Is your company registered on the Central Supplier Database (CSD)?

If so, please provide the following detail: CSD Supplier Number: _____ and submit proof csd registration.

8.2. FINANCIAL INFORMATION

26. Income tax reference number: _____

27. Are you registered in terms of sections 23(1) or 23(3) of

Yes		No	
-----	--	----	--

the Value Added Tax Act, 1991 (Act No. 89 of 1991)?

If so, state your VAT registration number: _____

28. What is the company's annual average turnover during the previous three financial years or such lesser period during which the business has been operating?

Financial Year (e.g. 2018, 2019, 2020)	Annual Turnover
R	
R	
R	

29. What is the company's total gross asset value? R _____

30. Is your company listed on the Stock Exchange?

Yes		No	
-----	--	----	--

31. Banking detail

Account Name: _____

Bank: _____ Branch Code: _____

Account Number: _____

Type of Account: _____

32. Are the prices quoted firm for the full period of the contract?

Yes		No	
-----	--	----	--

33. If the tender prices are not firm for the full period, provide details against the appropriate category(s) below:

Non-firm prices, i.e. prices linked to statutory adjustments and other proven adjustments

Explanation: _____

Yes		No	
-----	--	----	--

Initial: _____

Prices linked to fixed period adjustments

Yes		No	
-----	--	----	--

Prices linked to escalation formula adjustments

Yes		No	
-----	--	----	--

Explanation: Note that for the purpose of price comparisons, the actual price inclusive of VAT that the uMsunduzi Museum will have to pay over the contract period will be used, unless otherwise stipulated in the detailed specifications

8.3. TAX CLEARANCE INFORMATION AND VERIFICATION

34. Any person who requires his or her tax compliance status to be disclosed to the uMsunduzi Museum for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS. It should be noted that the disclosure of a bidder's tax compliance status is an express condition for all acceptable bids. Failure to make the relevant disclosures will invalidate your bid.
35. The uMsunduzi Museum will use the PIN referred to above to verify a person's tax compliance status with SARS.
36. For purposes of the implementation of the above:
 - 36.1 A bidder grants written confirmation upon submission of a bid in respect of this tender that SARS may, on an ongoing basis during the contract term, disclose the bidder's tax compliance status to the uMsunduzi Museum.
 - 36.2 Successful bidders who appoint a subcontractor to execute a portion of a contract in excess of 25% shall ensure that such a subcontractor/s are tax compliant and remain tax compliant for the full duration of the contract. Successful bidders must provide the uMsunduzi Museum with written consent from their subcontractors confirming that SARS may, on an ongoing basis during the contract term, disclose the subcontractor's tax compliance status to the uMsunduzi Museum.
 - 36.3 A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid, as well as the identity of that principal. The tax compliance status of that principal must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to sub-contractors appointed by a successful bidder to execute a portion of a contract in excess of 25%.
 - 36.4 The tax compliance status of all partners shall be verified in the event that the bidder consists of a partnership.
 - 36.5 Bidders who are not resident in the Republic of South Africa must apply for tax clearance at SARS as may be applicable.
 - 36.6 The uMsunduzi Museum will not make any awards to bidders who are not tax compliant. The onus on providing proof of tax compliance rests with the bidder. The procedure utilized to verify tax compliance is defined by National Treasury. The bidder's failure to be tax compliant or to provide the required proof of tax compliance status will therefore result in the bid being rejected. Should a

bidder fail to ensure that they are tax compliant the uMsunduzi Museum may at its sole discretion cancel and terminate any contracts entered into between the uMsunduzi Museum and the bidder.

37. The uMsunduzi Museum may perform tax compliance checks:

- 37.1 Before a supplier is added to its database of preferred suppliers.
- 37.2 Before a bid (quotation) is accepted from a supplier.
- 37.3 At the time of the submission of a bid.
- 37.4 Before the award of a bid.
- 37.5 Before any payment is made to suppliers

38. Please provide the unique security personal identification number (PIN) below for the required verification purposes.

Person Bidding	Name	SARS PIN Number
Bidder		
Subcontractor		
Undisclosed Principal		
Partner		

8.4. PERSONNEL

39. Indicate the number of paid staff employed by the company.

POSITION	TOTAL	PDI	Women	Disabled
Directors				
Managers				
Supervisors				
Administrative				
Production/Operational				
TOTAL				

Indicate the number of personnel and the applicable HDI % employed by the company who will be utilized for the project specified in this tender.

POSITION	TOTAL	PDI	Women	Disabled
Directors				
Managers				
Supervisors				
Administrative				
Production / Operational				
TOTAL				

40. Please supply the addresses of each office and the number of staff available for the services in each of these offices, as well as PDI status as percentage:

Province	Address	Number of available staff	%PDI
TOTAL			

8.5. CAPABILITY AND EXPERIENCE

41. What goods/service(s) are you tendering for?

42. Is the delivery period stated in the tender firm?

Yes		No	
------------	--	-----------	--

43. Detail all the Professional and or Trade Associations in which you have membership and to date joined. (Proof of membership / registration should be submitted)

44. Do you share any facilities?

Yes		No	
------------	--	-----------	--

If "yes": which facilities are shared? _____

With whom do you share facilities (Name of firm/individuals) _____

8.6 CERTIFICATE

I, the undersigned, in submitting the accompanying bid: MS 02 OF 2021, in response to the invitation for the bid made by uMsunduzi Museum do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of: _____ that:

1. I have read and I understand the contents of this Certificate.
2. I certify that the information furnished in this tender submission is true and correct. I accept that the uMsunduzi I Museum may reject the bid or act against me should this declaration be found not to be true and complete in every respect.
3. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
4. I hereby tender to render all or any of the services described in the attached documents to the uMsunduzi Museum on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.
5. I agree that:
 - a) the offer herein shall remain binding upon me/us and open for acceptance by the Msunduzi Museum during the validity period indicated and calculated from the closing time of the tender;
 - b) This tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of the uMsunduzi Museum with which I am/we are fully acquainted;
 - c) I/we agree that my/our tender shall be valid for a period of 90 days; and
 - d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender.
6. I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

Initial: _____

7. I hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
8. I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.
9. Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to the uMsunduzi Museum for purposes of verifying my/our tax compliance status with SARS.
10. We have 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 consortium¹ will not be construed as collusive bidding.
11. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
12. In particular, without limiting the generality of paragraph 10 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
14. The terms of the accompanying bid have not been, and will not be, disclosed by us, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
15. 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 the bidder 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.

16. I certify that the points claimed, based on the B-BBEE status level of contribution indicated in the tender documents, qualifies the bidder for the preference shown and I acknowledge that:
- a) The information furnished is true and correct;
 - b) The preference points claimed are in accordance with the General Tender Conditions as indicated in this form; and
 - c) In the event of a contract being awarded as a result of points claimed I may be required to furnish documentary proof to the satisfaction of the uMsunduzi Museum that the claims are correct.
17. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the uMsunduzi Museum 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 favorable arrangements due to such cancellation;
 - d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution.
18. Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.
19. It is confirmed that the required tender forms have been completed in full and signed.

Signature

Date

Position

Name of bidder

¹ 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.

9. BID EVALUATION CRITERIA

IMPORTANT NOTICE:

The under-mentioned criteria form an integral part of the bid assessment and evaluation process that will be followed by the uMsunduzi Museum. Please note that tenders that do not conform to the primary compliance criteria indicated in Section A will not be considered. The bid evaluation criteria below must be read together with any additional evaluation criteria that may form part of the bid specifications.

A. Acceptance or Rejection of Tender (Primary compliance verification criteria)

Legality of tender document:

- (a) Non-compliance with tender rules - The following shall lead to disqualification:
- Failure to return **all pages of the tender document** that must be **signed/initialed**.
 - Failure to complete tender forms in **original ink**.
 - Failure to **sign/initial all applicable pages** of the tender document.
 - Any **changes/alterations** to pricing that are not signed/initialed and/or the use of correctional fluid/tape or any similar product in respect of pricing in the tender document.
 - Any changes to the tender specifications (unless formally agreed to by the uMsunduzi Museum and recorded as such before the closure of the tender).
 - Failure to complete and sign all affidavits, certificates, declarations and annexures/schedules/appendices contained in the tender in original ink.
 - Failure to submit a valid unique security personal identification number (PIN) from SARS.
- (b) Non-compliance with tender rules – In addition to (a) above, the following may lead to disqualification:
- Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider, which the uMsunduzi Museum may consider to be material.

Incomplete tender submission:

- (c) The following shall lead to disqualification:
- Rates and Prices – Schedules/appendices not completed as required.
 - Failure to submit obligatory written proposals / explanations / samples / prototypes / certificates or similar requirements.
 - In respect of subcontractors or joint ventures or consortiums, failure to complete and submit the required tender forms (pages 15 – 26 of the tender document) or to submit valid tax clearance certificates or the unique security personal identification number (PIN) from SARS.

B. Bid Evaluation (Technical criteria) Inability to evaluate the tender:

- (a) Incomplete Schedule of Rates and Prices.
- (b) Prices and information not furnished as specified and/or required.
- (c) Incomplete written proposals/submissions where required.

Service providers should note that ALL information requested in terms of the tender submission is required and may be used for tender evaluation purposes

General questionnaire to ensure compliance with tender requirements/rules/conditions/ specifications:

Question	If Yes, please tick*	If NO, please tick*
Are you duly authorized to sign the tender?		
Has the <i>Tender Questionnaire</i> been duly completed?		
Have all the schedules and appendices been duly completed?		
Has the <i>Certificate</i> been completed and signed?		
Have separate forms (pages 18 – 24) been completed for each member of a joint venture or subcontractor as specified in the tender document?		
Is the tender document complete – i.e. are all pages included/returned with your tender submission?		
The use of pencil to complete the tender forms will invalidate your tender. Have all applicable pages of this document been completed and signed or initialed in original ink by the signatory of the tender document?		
Have all corrections/alterations to information and or prices made on this document been certified/signed/ initialed by the signatory of the tender document?		
Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your tender submission?		
Has a valid Tax PIN (for principal service provider as well entities engaged as subcontractors or joint ventures or partners or undisclosed principals) been supplied?		
Has an original or certified copy of your valid B-BBEE Certificate been attached to the tender document? (In the case of a Joint Venture a consolidated B- BEE certificate must be provided)		
Have the Special Conditions of Tender as well as the General Tender Conditions been noted?		
Have the Evaluation Criteria been noted?		

Has the Scope of Services been noted?		
Have prices been quoted VAT inclusive?		
Have a comprehensive written proposal and/or samples/certificates/ <i>et cetera</i> as called for in this tender been prepared and submitted with the tender document?		
Has proof of registration on CSD been provided?		

10. Requirements

Tenders must abide by Treasury regulations by submitting the following documents as indicated below:

1. Certified copies of all relevant qualifications and valid current registration with the following Professional body:

a) Engineering Council of South Africa (ECSA)

2. Detailed and current CVs of key staff that will be assigned to this project with defined roles and responsibilities. The CVs should include relevant qualifications, expertise and **heritage buildings related** experience.
3. At least three written (and contactable) client references for the key person which relates to providing services similar to those which may be required in terms of the scope of this project. (Complete Appendix 4: Schedule of Mechanical Engineers References, and attach written references)
4. Detailed pricing structure: A total cost schedule for the project, inclusive of VAT, any disbursement and escalations, if applicable, etc for the entire duration of the proposed contract must be provided.
5. Valid BB-BEE Certificate (BB-BEE Certificate one for Consortium if the Principal Agent subcontracts any part of the work to a particular discipline) from a Verification Agency accredited by the South African National Accreditation Systems (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) confirming a micro enterprise with annual turnover of less than R5 million or a SWORN Affidavit.
6. Proof of registration and letter of good standing from the Compensation Commissioner in compliance with COID Act
7. Proof that all taxes (as per treasury requirements) are in order
8. Proof of professional Indemnity Insurance. (Bidders warrant that they will comply with the requirement to obtain professional indemnity insurance of **at least R5,000,000.00**)
9. Following Documents to be completed and signed
 - SBD 1
 - SBD3.3
 - SBD 4
 - SBD 6.1
 - SBD7.2
 - SBD 8
 - SBD 9

10. Evaluation of Proposals

Proposals will be evaluated on price and functionality in accordance with the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulations of 2011 and National Treasury Regulations

10.1 PRE-QUALIFICATION

- The following pre-qualification criteria will form the basis of evaluating all proposals and failure to comply will result in the elimination of the proposal:
- A fully completed proposal document which has been signed and certified where required together with relevant and compulsory attachments and/or forms, including proof of tax compliance, must be submitted;
- Submission of all compulsory documents (pg34)

10.2 MINIMUM REQUIREMENTS

- Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:
 - 1) The tenderer has in its full time employ a **key person** who is in possession of a qualification in **MECHANICAL ENGINEERING** as per the evaluation criteria from a recognised tertiary institution and is registered as an Engineer as per evaluation criteria with the ECSA.
 - 2) The tenderer can provide at least **three written** (and contactable) client references for the key person which relates to providing services similar to those which may be required in terms of the scope of this project. (Complete schedule 4 and attach written references)
 - 3) The Engineer (Key Person) should have experience working on **at least one heritage building** (ie a building which was at least 60 yrs older). Details of such project/s should form part of their CV.

11.COMPULSORY DOCUMENTS:

Please note that failure to submit the following documents and/or proof will lead to immediate disqualification:

1.	Proof of registration with the National Treasury Central Supplier Database (CSD).
2.	Proof of professional registration as per criteria listed under minimum requirements.
3.	Proof of Professional Indemnity Insurance.
4.	A valid Tax status pin issued by SARS.
5.	Company registration documents (Proof of ownership/shareholding certificate if applicable)
6.	Original certified company resolution or letter of authority or letter of appointment authorizing the signatory of the Entity to sign the contract with the Institution.
7.	Certified ID copy of the authorised signatory and in the case of a Joint Venure certified ID copies of all signatories.
8.	Letter of good standing from the Compensation Commissioner in compliance with COIDA Act
	The following documents to be completed and signed:
9.	SBD 1
10.	SBD 3.3
11.	SBD 4
12.	SBD 6.1

13.	SBD 7.2
14.	SBD 8
15.	SBD 9

NOTE:

Proof of valid registration and certification must be attached; and for purposes of comparison and to ensure meaningful evaluation, bidders are required to furnish detailed information in substantiation of compliance to the evaluation criteria.

BIDDERS WHO FAIL TO MEET THE MINIMUM REQUIREMENTS AND COMPULSORY DOCUMENTATION FOR ALL OR ANY OF THE OF THE CRITERIA AS ABOVE WILL NOT BE AWARDED THE TENDER.

OTHER REQUIRED DOCUMENTS

Please note that failure to attach the following documents will result in the forfeiture of preference points:

EMEs':	Sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership or a B-BBEE level verification certificate
QSE':	Sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate
Bidders other than EMEs and QSEs:	<u>Original and valid B-BBEE status level verification certificate</u> verified by a SANAS accredited verification agency, or a certified copy thereof.

For the purposes of evaluating functionality failure to attach the following documents will result in a non-responsive tender submission:

Company Profile, CVs and professional registration certificates of all involved as per evaluation criteria.
Minimum of 3 written and contactable client references for the key person which relates to providing services similar to those which may be required in terms of the scope of this project. (Complete schedule 4 and attach written references)

12. PRICING INSTRUCTIONS

The services to be provided follow the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of their most recent Professional Body Council Act published by the RELEVANT Professional Body Council.

- The Consultant is to allocate a % discount to each item in the Activity Schedules, Table 1;
- Activities must be completed to the satisfaction of the client and invoiced on completion of the activity;
- The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents;
- Amounts due to the Service Provider shall be paid by the client within thirty (30) days of receipt by him of correct or corrected relevant invoices;
- The client reserves the right, by giving written notice to the Consultant to stop, the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Consultant for work done and expenses incurred only up to the time that the notice was given; and
- Any other specialist services required, to compliment this project (e.g. Heritage Architectural Specialist, Interior design, urban designer, town planner, land surveyor, environmental specialist, events and communication management, marketing and branding specialist, feasibilities, traffic studies, Health and Safety, Geo tech studies, Green building specialist, etc.) will be handled as special disbursements in line with the Gazetted guidelines. Appointment of these other specialist service may only be made in consultation with and by uMsunduzi Museum and the Principal Agent.

12.1 PROVISION FOR COPYRIGHT

After completion of the documentation, all project documents produced, including design reports, drawings and operational manuals, will become the property of the uMsunduzi Museum and copyright will reside with the museum.

12.2 PAYMENT OF FEES

Payment will be made based on the estimated cost of the Works for this particular project as given in the Consultant's approved detail design report and is to be reflective and aligned with the discounts and pricing approach detailed in this tender.

12.3 DISBURSEMENTS

All tariffs and rates for typing, copying, printing and binding will be as determined in accordance with the Department of Public Works Rates published in the Government Gazette and paid on a cost recovery basis. Proof of expenditure will be required prior to approving payment for disbursements. Only project related costs will be considered for compensation.

An allowance of Twenty Thousand Rand (R 20, 000.00) for all consultants for disbursements is allocated in the pricing schedule, this will be on a proven cost basis and is limited to travelling and printing, in accordance with Department of Public Work rates. The tenderer is to note that this allowance is fixed and amount over R20,000.00 will not be entertained. Should additional work need to be performed the disbursement for same would be deemed to have been included in the rate submitted

12.4 TRAVEL ALLOWANCE

All rates for travelling costs will be as determined by the Department of Public Works and paid on a cost recovery basis. Proof of expenditure will be required prior to approving payment for travel. There's no need for bidders to include pricing for disbursements in the pricing schedule.

12.5 SUPPLEMENTARY SUBCONTRACT COSTS

Notwithstanding the figures stated in this document three quotations have to be obtained for all supplementary subcontracting work like land surveying, soil testing etc. of which only the lowest will be accepted if approved by the uMsunduzi Museum and the Principal Agent.

Compliance with the uMsunduzi Museum SCM policy and processes and the associated tender thresholds is compulsory. This would fall under the Principal Agent.

12.6 EVALUATION ON FUNCTIONALITY

Functionality will be scored at a maximum of **100 points** whereby the bidder must obtain a minimum of **70 points to qualify** for the financial evaluation according to the criteria captured in the table below (pg 39-42).

12.7 PRICING SCHEDULE

A detailed pricing schedule inclusive of professional fees, disbursements and VAT must be provided by the bidder using the Activity Schedule (Table: 1) and submitted in envelope 2.

Consultants are to base their fees on the estimated value as stipulated in the Activity Schedule for their respective disciplines.

12.8 Tender Contents/checklist

To facilitate evaluation of the tender, bidders are requested to arrange the documents in such a manner that they are divided into sections, and numbered as per the numbering below, with each schedule punched and placed in a file or bound and separated from the next schedule with a marked file divider.

Please complete the checklist below to indicate your submission of the relevant documents:

Contents Section	Description	Tick if submitted
1.	Proof of registration with the National Treasury Central Supplier Database (CSD) and valid Tax status pin issued by SARS.	

2.	B-BBEE Verification Certificate or sworn affidavit	
3.	Company registration documents e.g. CIPC	
4.	Proof of Professional Indemnity Insurance of not less than R5,0 million	
5.	Proof of registration and letter of good standing from compensation Commissioner in compliance with COIDA Act.	
6.	Original Certified Company Resolution or Letter of authority or Letter of appointment authorizing the signatory to sign the contract with the Institution. And Certified ID copy of the authorised signatory (ID copies of all Joint Venture signatories must be provided)	
7.	SBD Forms (SBD 1,SBD 3.3,SBD 4,SBD 6.1,SBD 7.2,SBD 8, SBD 9)	
8.	Fully completed and signed tender document including appendices	
9.	Company profile and documents in support of Company's experience as per Functionality criteria 1.	
9.	CV of all professionals including certified copies of qualifications as per functionality requirements including CV and certified ID copy of the principal engineer (Key person)	
10.	Proof (certified copies of certificates with pr number) of the engineer's professional registration with ECSA as per functionality criteria 2.	
11.	Project Specific Organogram and Methodology as per functionality criteria 3.	
12.	Minimum of three (3) written references for the key person	
IN A SEPARATE SEALED ENVELOPE marked on the outside "ENVELOPE 2 – FINANCIAL OFFER" with COMPANY NAME and BID NUMBER		
Financial Offer	Pricing Schedule: Bidders must utilize the pricing (Activity) schedule provided in this tender document. Companies, who are registered for VAT, must include VAT in their costing.	

13.EVALUATION ON FUNCTIONALITY

Functionality will be scored at a maximum of **100 points** whereby the bidder must obtain a minimum of **70 points** to qualify for the financial evaluation according to the criteria captured in the table below.

MECHANICAL ENGINEERING

The minimum points for the Mechanical engineering is 70 points out of 100 points

	<u>CRITERIA</u>	<u>SUB-CRITERIA/CLAUSE</u>	<u>MAX SCORE</u>
1	Company Experience on Similar Projects		
	<u>EVIDENCE OF COMPANY'S SUCCESSFUL COMPLETION OF SIMILAR PROJECTS</u> (i.e. work associated with the maintenance / refurbishment / upgrading of buildings). (Note: Complete Mechanical Engineering Company Experience Schedule (Schedule No. 1). Points will only be awarded based on projects listed on the schedule. Attach any one of the following supporting documents as evidence for each of the projects listed: Appointment letter <u>or</u> Reference letter <u>or</u> Completion Certificate. NB. No points will be allocated for the project listed if a supporting document is not provided.	This criterion covers the number of projects successfully completed by the Mechanical Engineering Company as related to work associated with the maintenance/refurbishment/upgrading of buildings. 5 or more similar projects completed = 50 points 3 to 4 similar projects completed = 40 points 2 similar projects completed = 20 points 1 similar project completed = 10 points 0 similar projects completed = 0 points	Subtotal: 50

2	<u>Qualification and Experience of Key Staff</u>		
	KEY PERSON: It is a compulsory requirement (see page 31) that the tenderer has in its full time employ an Mechanical Engineer who is registered as a Professional Engineer (Pr Eng) or Professional Engineering Technologist in terms of the Engineering Professions Act who will provide the service or under whose active and personal direction, control and supervision the service is to be provided.		
	<u>Registered Mechanical Engineer</u> (Only the following categories of registration will be considered for evaluation of this criteria: Professional Engineer; or Professional Engineering Technologist	This criterion covers the experience, qualification and Engineering Council of South Africa (ECSA) registration of the Mechanical Engineer.	
	<u>KEY PERSON'S EXPERIENCE</u> (i.e. work experience similar to or in relation to the required services) (Note: Complete Mechanical Engineer's Experience Schedule (Appendix No. 2). Points will only be awarded based on experience listed on the schedule. NB: The key person must have experience working on at least one heritage building (as per minimum criteria pg 31) no points will be allocated for this category if evidence of such experience is not provided.	<u>Experience:</u> 10 years or more experience = 15 points 6 to 9 years' experience = 12 points 3 to 5 years' experience = 7 points 1 to 2 years' experience = 3 points 0 years' experience = 0 points	Subtotal: 15
	<u>KEY PERSON'S QUALIFICATIONS</u> Attach current CV and certified copies of ALL qualifications obtained in the relevant discipline. NB: No points will be allocated for this category, if: • proof of qualification (Degree/B-tech/Diploma) is not attached.	<u>Qualification in the discipline of Mechanical Engineering:</u> Degree or B-Tech = 10 points Diploma = 5 points	Subtotal: 10

	<u>KEY PERSON'S PROFESSIONAL REGISTRATION</u> Attach certified copy of Professional Registration with PR number. NB: No points will be allocated for this category, if: proof of Professional Registration (as a Professional Engineer; or Professional Engineering Technologist) is not attached. (Note : Minimum criteria applies see page No. 31)	Professional registration in terms of the Engineering Profession Act (EPA), 46 of 2000 Registration as a Professional Engineer (Pr Eng) = 10 points Registration as a Professional Engineering Technologist = 5 points Other category of registration = 0 points	Subtotal: 10
3	<u>Project Specific Methodology and Project Specific Organogram</u>		
	Attach proposed PROJECT SPECIFIC ORGANOGRAM and METHODOLOGY for the implementation of the works.	This criterion covers the bidder's methodology setting out the proposed manner in which the bidder intends to satisfy the requirements established in the Scope of Work (not more than 5 pages). <u>METHODOLOGY: response to understanding of what is required in the terms of reference:</u> Excellent understanding = 10 points Good understanding = 8 points Satisfactory understanding = 6 points Poor understanding = 2 points No acceptable understanding or no methodology (approach paper) submitted = 0 points	<u>Subtotal = 10</u>

	<u>The project specific organogram should include the position of the KEY PERSON (reflected in criteria 2 above)</u> Attach CV for each engineer (preferably not more than 2 pages) together with certified copies of qualifications. Attach certified copy of Professional Registration for each engineer with PR number. NB: Points will <u>not be allocated</u> if Certificates of Professional Registration / CVs / certified copies of qualifications are not attached. (*The following categories of registration will be acceptable for evaluation this criterion: Professional Engineer; Professional Engineering Technologist; Professional Certificated Engineer; or Professional Engineering Technician.)	<u>Project Specific Organogram:</u> 2 or more Registered Mechanical Engineers* (inclusive of the key person) = 5 points 1 Registered Mechanical Engineer (Key person) = 2 points	<u>Subtotal = 5</u>
<u>MECHANICAL ENGINEER</u>			TOTAL=100 points

Name:Signature:

Summary of points

Criteria	Sub-criteria	Maximum points per criteria / sub-criteria	For official use
1. Company experience on similar projects		50 points	
2. Qualification and experience of key staff	Experience	15 points	
	Qualification	10 points	
	Professional Registration	10 points	
3. Methodology and project specific organogram	Methodology	10 points	
	Project Specific Organogram	5 points	
Total		100 points	
(Note: The bidder must obtain a minimum total of 70 points scored to qualify for stage 2 : financial evaluation)			

GENERAL

Should a service provider have a reason to believe that these terms of reference are structured for a particular brand or service provider, they should raise the objection in writing with uMsunduzi Museum within 10 days from the placement of the advert.

Name of business entity (bidder).....

APPENDICES

Appendix 1: Company Experience

Mechanical Engineering Company Experience Schedule

Name of business entity (bidder).....

No	Date from: (year only)	Date to: (year only)	Project name	Description of work performed	Project successfully completed (Yes/ No)	Appointment letter / Reference letter/ Completion Certificate attached (Yes/ No)	Contact telephone number of clients
1							
2							
3							
4							
5							
6							
7							
8							
	Total number of projects completed successfully						

Appendix 2: Experience Key Person

Mechanical Engineer's Experience Schedule (Key Person)

Name of business entity (bidder).....

Key Person: Mechanical Engineer's Name	Date: start (month and year)	Date: end (month and year only)	Number of years' experience claimed	Project Name	Heritage Building* Yes/No	Contact telephone number of client/employer	Description of work performed
Total number of years' experience							

*A heritage building is 60 years or older

Appendix 3: Mechanical Engineering Staff Qualifications and Professional Registrations

Mechanical Engineering Staff Schedule of Qualifications and Professional Registration as per project specific organogram

Name of business entity (bidder).....

Engineer's name as per <u>project specific</u> organogram	Qualification	Year obtained	Name of Institution / Professional body	Professional Registration Number	Certificate attached (Yes/No)

Appendix 4: Schedule of Mechanical Engineers References

Schedule of Mechanical Engineer's References

Name of business entity (bidder).....

It is a compulsory requirement that the tenderer provide at least three written (and contactable) client references for the key person which relates to providing services similar to those which may be required in terms of the scope of this project.

Schedule of written references

Details of Client	Written Reference Number 1	Written Reference Number 2	Written Reference Number 3
Client Name:			
Project Description			
Contact Person Name:			
Contact Person Telephone Number:			
Contact Person Email Address			
Copy of Written Reference Attached (Yes or No)			

Appendix 5: Joint Venture Authority Form

NAME OF BIDDING ENTITY

JOINT VENTURE AUTHORITY FORM

JOINT VENTURE INFORMATION (Complete only if applicable)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for the REFURBISHMENT AND UPGRADING OF UMSUNDUZI MUSEUM'S BUILDINGS: APPOINTMENT OF MECHANICAL ENGINEER (MS 02 OF 2021)

And of jointly performing such contract under joint responsibility.

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

.....%

.....

Full Name and address of 2nd enterprise

.....%

.....

Full Name and address of 3rd enterprise

.....%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

Initial: _____

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name:

Designation:

Signed at..... on

Authorised Signature of 2nd Partner.....

Name:

Designation:

Signed at..... on

Authorised Signature of 3rd Partner.....

Name:

Designation:

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture partners, additional page/s may be added in order to furnish the requested information and authorised signatures

Appendix 6: Schedule Of Proposed Sub-Contractors

Regulation 6(5) of the Preferential Procurement Regulations ,2017 provides that :

“A tenderer may not be awarded points for B-BBEE Status Level of contributor if the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has capability to execute the sub-contract.”

Regulation 12(3) of the Preferential Procurement Regulations ,2017 provides that :

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the subcontract. Provide details on all sub-contractors you intend utilizing for this contract:

Provide details on all sub-contractors you intend utilizing for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor	B-BBEE Status Level of Contributor Points of sub- contractor
Total % of contract sub- contracted			

Name of business entity (bidder).....

Appendix 7: Evaluation of Methodology

The bidder must develop and submit a methodology for the purposes of the functionality evaluation **in respect of the service area that is being tendered for (ie Mechanical Engineering)**

The methodology will be evaluated in terms of the following:

- a) The bidders understanding and identification of the scope of work.
- b) The range and nature of strategic and technical support services that the bidders key person can provide; and
- c) The value add that the key person can offer (i.e. the answer to the question as to why the project team will derive better value for money by engaging the key person rather than any other person).

The methodology should not be more than **5 pages** in length.

NOTE: In some of the service areas, the services provided differ from sector to sector e.g., health, education, municipal etc. and between types of construction works e.g. buildings, civil engineering, Mechanical engineering etc., Where this is the case, the methodology (approach paper) needs to clearly locate the proposed methodology within that sector or type of construction work (ie in this project the buildings are generally listed buildings or heritage sites and have functions related to a museum). A key person is not expected to be an expert in all sectors and types of construction works.

The methodology may be used to identify suitable key persons to render services should the tenderer be successful.

The scoring of the **tenderer's methodology** will be as follows:

Excellent understanding (score 10)

An excellent understanding of the scope of work within the service area required is reflected. The key person offers an extensive range of services and offers exceptional value add.

Good understanding (score 8)

A good understanding of the scope of work within the service area required is reflected. The key person offers a wide range of services and very desirable value add.

Satisfactory understanding (score 6)

A reasonable understanding of the scope of work within the service area required is reflected. The key person offers a moderate range of services and an attractive value add.

Poor understanding (score 2)

A superficial understanding of the scope of work within the service area required is reflected. The key person offers a limited range of services and is likely to add little value or the key person does not satisfy the criteria for a satisfactory score.

No acceptable understanding OR no methodology (approach paper) submitted (score 2)

No methodology is submitted OR no information or inadequate information within the service area required is reflected.

Name of Bidder:.....

Signed:.....Date:.....

Appendix 8: Pricing Schedule Activity Table

(This table is to be submitted IN A SEPARATE SEALED ENVELOPE marked on the outside:
"ENVELOPE 2 – FINANCIAL OFFER" with COMPANY NAME and BID NUMBER)

Name of business entity (bidder).....

NO.	DESCRIPTION	AMOUNT
1.	Estimated Construction (incl. vat)	R 12,919,100.00
2.	Professional Fees – Mechanical Engineering (as per ECSA guidelines)	R 3,229,775.00 (Incl. VAT)
2.1	Inception Stage	0%
2.2	Concept and Viability Stage	0%
2.3	Design Development	20%
2.4	Documentation & Procurement	20%
2.5	Construction	35%
2.6	Close out	5%
	Sub-Total	
	Percentage Discount	
3.	Discounted Sub-Total	
4.	VAT (15%)	
5.	Disbursements (this is on a proven cost basis)	R 20 000.00
6.	Total Fees (Including VAT)	
	Additional Ad Hoc Services	
7.	Hourly Rate charge: Pr Eng	
8.	Hourly Rate: Pr Eng Tech	
9	Hourly Rate: Candidate (Pr. Eng/ Pr. Eng Tech)	

Signature (bidder)..... Date:.....

Appendix 9: SBD FORMS

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION		THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM OF PROFESSIONAL CONSULTANTS (ELECTRICAL ENGINEERS) FOR THE REFURBISHMENT AND UPGRADING OF UMSUNDUZI MUSEUM'S BUILDINGS			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
uMsunduzi Museum ,351 Langalibalele street , Pietermaritzburg,3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Msizi Mfeka		CONTACT PERSON	Reggie Moodley	
TELEPHONE NUMBER	033 394 6834		TELEPHONE NUMBER	033 394 6834	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mmfeka@msunduzimuseum.org.za		E-MAIL ADDRESS	rmoodley@msunduzimuseum.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		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.					

SBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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:

SBD 3.3

PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	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 contributions and skills development levies.

-2-

Bid No.:

Name of Bidder:

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

DESCRIPTION OF EXPENSE TO BE INCURRED	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.

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Address 351 Langalibalele street
 P O Box 998 Pietermaritzburg 3200
 Tel : 033 394 6834/5 Fax 033 394 67

[Tel:033 394 6834](tel:0333946834)

Or for technical information –

Senior Finance Officer Msizi Mfeka : mmfeka@msunduzimuseum.org.za

[Tel:033 394 6834](tel:0333946834)

Initial: _____

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²):

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**

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal 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

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. 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 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"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;
- 2.7 **"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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"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;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"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;

3

- 2.17 “**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
- 2.18 “**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.

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 B-BBEE.
- 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 B-BBEE, 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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 an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :.....

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Initial: _____

9.7 Total number of years the company/firm has been in business?

9.8 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-BBE 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 contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

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

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

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 numberdated.....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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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 bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Appendix 10: GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily</p> |

available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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| 25. Force Majeure | <p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> |
| 26. Termination for insolvency | <p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p> |
| 27. Settlement of Disputes | <p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 40px;">(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> |

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)