



in the Footprints ...

NELSON MANDELA MUSEUM

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INVITATION FOR PROPOSALS FROM SUITABLY QUALIFIED SERVICE PROVIDERS TO ADMINISTER AND OPERATE THE NELSON MANDELA MUSEUM QUNU YOUTH & HERITAGE CENTRE(NMMQYHC) FOR A PERIOD OF FIVE (5) YEARS.

TERMS OF REFERENCE

RFP-2023-02

1. BACKGROUND

The Nelson Mandela Museum (NMM) is a not-for-profit institution established by the government of South Africa as an agency of the National Department of Sport, Arts, and Culture. It was established as part of a portfolio of legacy projects that seek to transform the heritage landscape from our apartheid past. At the same time, it is a resource for promoting economic development through tourism in an impoverished region of the country. The museum primarily houses collections of gifts to the nation given by Nelson Mandela to the museum to share his legacy with the nation. The mandate of the Nelson Mandela Museum is to preserve and promote the legacy of Nelson Mandela, and one of its main strategic goals is to improve the museum's public profile and access. This mandate is executed through the museum's two main facilities, the Qunu Youth and Heritage Centre, and the Bhunga Building in Mthatha CBD. The Bhunga Building doubles as the administrative office of the museum.

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2. PROJECT BACKGROUND

In 2014, a condition-based maintenance assessment of the Qunu facility was conducted. This was to determine the extent of what was to be done. Major activities were building renovations, electrical and civil works, installing the new water system, and upgrading the sewer system. Eventually, funding was made available for this work. However, the project could not immediately start, thus putting more pressure on the already deteriorating facilities.

The Museum also identified parts that were not catered for on the maintenance programme. These included the CCTV cameras, Clearview fence, guardhouse, and industrializing the laundry room.

The NMMQYHC was operating until 2016, when the operations were halted due to the refurbishments by the Department of public works and Infrastructure (DPWI).

A service provider was appointed by DPWI in 2019 to start with the refurbishment of the site. The NMM has not fully taken over the site from the DPWI due to the fact that other required work has been partially completed. However, the finished structures are readily available for use.

A hoarding net has been erected to demarcate the construction site from the structures available for use by the NMM.

The site is planned to be opened to the public from 18 July 2023 onwards.

The NMMQYHC site has taken prominent recognition in the organizational strategy as a place with the potential to support the Entity's financial sustainability in the long term.

The site will primarily cater to NMM's visitors, clients, the public, and staff. The operations of the site should be modern, professionally managed facilities with well-attired, skilled staff allowing patrons to feel comfortable. The facility must be operated and managed on full risk bases, no subsidy or management fees will be paid by the NMM.

An agreed-upon fee between the NMM and the appointed service provider will be payable to the NMM.

The service offered should be of high quality, and the food served must be prepared in a clean and hygienic manner in accordance with all applicable health and safety regulations.

The objective of the Qunu facility is to:

- Conserve the heritage
- To boost local economic development by sourcing from local suppliers.
- To create employment opportunities.
- Give visitors a feeling that they are getting value for money.
- Where service excellence is provided to customers
- Promotion of the use of the Centre by the guests and delegates

The facility has the following amenities:

- Boundary fence of around 3 km
- Industrial laundry room
- Big sports hall that can cater to 300 people
- Small Conference Facility that can cater to 25 people
- Big Conference facility that can cater to 50 people
- Stand-alone guest house
- Accommodation spaces 6 executive rooms
- 12 dormitories which cater for 4 per room
- Small kitchen with fixed equipment

- Big kitchen with the same (this can be a restaurant) Admin block
- Executive quarters
- Computer Laboratory
- Exhibition halls
- Hectares of unused land
- Sporting facilities (Tennis court, Netball court, and Basketball)

3. PURPOSE

Proposals are hereby invited from suitably qualified, competent, and experienced service providers to operate and administer the NMMQYHC, as per the requirements of the NMM.

On appointment, the service provider will be given the site to administer and ensure that the NMM capitalises on its full potential.

The NMM will have the right to use the site mainly to fulfil the NMM mandate; however, a detailed plan will be shared with the service provider.

The outdoor activities must also be proposed in the wider space of the Museum; however, the implementation will only be possible once the facility has been fully handed over to NMM.

At the beginning and the end of the contract, the stock take will be done, and both parties will sign.

The pricing of proposed offerings must be market-related and competitive.

4. SCOPE OF SERVICES

The Nelson Mandela Museum seeks proposals from suitably qualified service providers to administer and operate the NMMQYHC for a period of five (5) years as per the details below.

4.1. Accommodation

- 4.1.1.** The service provider must administer and monitor the accommodation to ensure its cleanliness and adhere to industry standards.
- 4.1.2.** Oversee the housekeeping staff to ensure that all required services are timely responded to
- 4.1.3.** Offer quality service for visitors who would like to book a sleepover at a market-related price
- 4.1.4.** The accommodation facility should provide the following but not limited to
 - Full-time operation, 7 days a week and 24 hours a day.
 - Establishment has all necessary trading licenses; the service provider will be responsible for obtaining one.
 - Guest room facilities should adhere to 3-star establishments

The accommodation offers the following facilities:

12 air-conditioned Dormitories (3 blocks), which will cater for 4 per dormitory

- Each block has two (2) floors, four (4) dorms (each dorm caters for four 4 'guests) sharing a bathroom with a shower, hand basin, a flushing toilet
- 32" television set with DSTV
- Double bunk beds (single mattress)
- a built-in double door wardrobe.
- 3 out of 6 dorms are disability friendly

6 air-conditioned executive rooms which will cater for up to 3 people per room

- Bathroom with a toilet, shower, and hand basin
- 32" television set with DSTV
- a built-in double-door wardrobe
- Bar fridge
- Microwave
- Kettle
- Ottoman
- Study desk

- Double bed with Headboard and two pedestals
- 3 out of 6 executive rooms are disability friendly
- Heated water

4.2. Kitchen Services

4.2.1. Restaurant services

The restaurant should provide the following but not limited to:

- Provide a buffet lunch with an option of ala carte on selected days or as agreed upon.
- Provide meal of the day at a competitive rate.
- A small menu, varied on a regular basis, consisting of stylish light lunches, reasonably priced;
- The restaurant should be able to serve special diets, and capability to access other diets, such as vegetarian, Halaal, and Kosher
- A full provision should be made for African cuisine.
- Serve a traditional English Breakfast and a continental breakfast.
- Dinner menu: Starters, Main course (variety of dishes), dessert

4.2.2. Canteen services

The Coffee Shop will provide the following but not limited to:

- Hot and cold beverages
- Confectionaries
- Fast foods/varied lunches (sandwiches, burgers, small meals)

The Kitchen has the following facilities:

4.2.3. Main Kitchen

- Cold storage
- Deep fryer
- Display fridge

- 2 x Industrial upright fridges
- 4 burner gas stoves
- Griller gas stove
- Electric hot plate
- Dishwashing machine
- Dish rack
- Kitchen Furniture

4.2.4. Small Kitchen

- Electric industrial stove
- Electric tilted pan
- Bar fridge
- Deep freezer
- Hot cabinet
- Kitchen Furniture

N.B. The appointed service provider will be considered for catering at NMM events, such as internal meetings, external events hosted by clients, and other events organised by NMM on an ad-hoc basis, and also to provide deco (not limited to marques, chairs,9 tables, cloths, flower, etc.)

4.3. Laundry Services

Propose a better way of running the laundry services

Oversee the running of the laundry room by the housekeeping team

The Laundry room has the following facilities:

- 2 x highspeed, free-standing 18kg washer extractor

- 2 x 15kg tumble dryer with exhaust ducting
- 1 x 3kW table model laundry press ironer, 220v; dim-1549 x 1232 x 1407mm. 0 - 200-degree C.
- 2 x Handheld steam bottle irons, 220v, 2.1kg. 280 x 180 x 320mm
- 2 x Polyethylene trolley bins on castors, 50kg capacity
- 47l/min air compressor, 1150 x 700 600mm
- 2 x hinged ironing board, 300 x 1200mm
- Stainless steel laundry folding table, 160 x 750 x 910mm

4.4. Conferencing and Halls

- Develop a proposal for running these venues that are available for hire to the public.
- Ensure effective utilization of spaces and effective running of the site
- Ensure the running of competitive space for guests.
- NMMQYHC requires the service provider to operate and manage the Conference and Hall Facility.
- The Service Provider will be required to supply a service that primarily maximizes the popularity and usage of the Conference and Hall Facility.

4.4.1. Conference

- Accommodates 150 guests
- Projector
- Sound system with microphones
- Internet connection
- Folding boardroom table with chairs
- Air-conditioners

4.4.2. Boardroom

- Accommodates 20 guests
- Projector
- Sound system with microphones

- Internet connection
- Boardroom table with chairs
- Air-conditioners

4.4.3. Hall

- Accommodates up to 300 guests
- Sound system with microphones
- Plastic chairs
- Podium
- Stage
- Motorised projection screen
- Air-conditioners

4.5. Curio Shop

- The Service Provider will be required to supply a service that primarily maximizes the popularity and usage of the Curio Shop to generate revenue.
- NMM requires the service provider to supply the Curio Shop with branded products promoting NMM and its offerings as a World Heritage Institution.
- The products to be supplied to the NMM must be of good quality.
- To establish a Curio Shop with a traditional touch, representative of the local culture and heritage.
- To boost local economic development by, among others sourcing from local suppliers. To create employment opportunities.
- Where visitors feel that they are getting value for money
- Where service excellence is provided to customers

The Service provider will be expected to put in a separate plan for the Curio shop, and the Museum will grant the approval.

4.6. Other revenue streams and entrance fee

- The service provider is tasked with the responsibility of proposing other ways to generate revenue in the facility
- The NMM will provide entrance fee costing and guidance
- Submit quarterly reports on the progress, financial analysis, and success rates and challenges
- The service provider is required to offer a reasonable, market-related commission fee percentage of revenue generated. The commission percentage due to the
- service provider is based on the total revenue collected by the service provider, less direct costs. The Commission percentage must be broken down into different revenue streams as proposed.
- The service provider will be subject to quarterly audits by the internal auditors
- Direct costs will include, not be limited to (Water, electricity, rates, etc.)
- The service provider will liaise with NMM to finalize the rates charged. The service provider and NMM will enter into a Service Level Agreement.
- The service provider ought to come up with innovative ways to maximize the revenue in administering and operating the NMMQYHC site.
- The bidders should propose pricing models and strategies that will maximise revenue generation per the following groups, but not limited to;
- The service provider should take note that the pricing should vary based on visiting groups:
 - Children
 - Locals - South African visitors
 - Senior Citizens
 - International visitors
 - Museum staff
 - Discounts on birth month, and etc.
 - Etc.

5. CONDITIONS OF OPERATION

5.1. Smoking

- The NMM buildings are strictly NO SMOKING ZONES.
- No smoking will be allowed in any of the NMM buildings – only in the outdoor designated smoking areas where “No Smoking” signage has been put up.

5.2. Refuse

- The Service Provider will be expected to remove all refuse from their area of operation at least daily to the garbage collection area. Cans, glass, plastic, and paper are to be stored separately for recycling purposes.
- The separation of this waste will be the responsibility of the Service provider, and the ultimate removal and transport of all refuse will be the responsibility of the Service provider.

5.3. Cleaning

- The Service provider will be responsible for the cleaning and maintenance of all facilities under its control (the service provider responsible for cleaning is already appointed).
- The facility must be cleaned not only to a high visual standard but to a standard that ensures that all surfaces stand the test of swabbing by an inspection carried out on an ad-hoc basis.
- The Service provider will be required to use high-quality cleaning materials and chemicals (particularly sanitizers) purchased from well-established and reputable chemical companies.

5.4. Parking

- Staff parking will be available in the main car parking. The exact number of bays is to be negotiated with the NMM.

5.5. Safety

- The NMM requires full compliance with the Occupational Health and Safety Act (OHS) and Section 37, which deals with the responsibility's incumbent with mandatories.
- All accidents and injuries are to be reported to the NMM and recorded in the Service provider's Accidents, and Injuries book for immediate action.

5.6. Insurances

- The Service Provider shall, at all times during the term of this arrangement, maintain liability insurance for the premise's operations and product liability to the minimum value as negotiated with the successful service provider.

5.7. Emergency procedures

- The Service Provider will be expected to familiarise its staff with the NMM's emergency procedures, particularly in respect of fire, suspicious objects, and armed robbery.
- The Service Provider will be called upon to cooperate in the arrangement of practice drills and emergency procedures.
- All staff is to be familiar with instructions on how to use fire appliances. All fire-suppressing systems, extinguishers, and any other fire prevention and combatting items are needed at the site.
- The care and long-term maintenance and servicing of such items will be the responsibility of the NMM.

5.8. Staff members

- The Service Provider shall comply with all applicable government regulations related to the employment, compensation, and payment of said personnel.
- The Service Provider must purchase and maintain Workers' Compensation Insurance as required by the state and Occupational Health and Safety Act. 2015.

5.9. Telephone and Internet connectivity

- The Service Provider will be supplied with voice (Telephone) and internet

connection in the conference facility or, where suitable, in the center.

- The cost of telephone calls (usage) will be recovered from the service provider.
- On ultimate termination of this arrangement, ownership of the telephone number and equipment will vest with the NMM.

5.10. Licenses

- All relevant certificates and operating licenses must be obtained and maintained by the Service Provider.

5.11. Signage

- The NMM will provide and maintain directional signage in all public areas.
- All signage is to be approved by the NMM

5.12. Marketing and advertising

- Any marketing material must be approved by the NMM.
- Intellectual Property with regards to naming and brand identity elements will remain NMM's.
- The Service Provider /s will not be allowed to advertise anywhere within the Interpretive Centre without the prior written approval of the NMM.

5.13. Visitors

- When the entrance fee is introduced, all visitors attending private functions will be regulated by means of a guest list.
- All visitors are required to pay the entrance fees, irrespective of their reason for visiting the site.

5.14. Use of facilities

- The Service Provider will not be able to use the NMM facilities for any purposes other than those indicated in this document, without prior written consent from the NMM.

- Similarly, the NMM cannot use any of the Service Provider's facilities without its prior written consent.

5.15. Furniture, equipment, cutlery, crockery & glassware

- These items are provided by the NMM, and the Service Provider will recommend additional items deemed to be necessary.
- The Service Provider will be responsible for maintaining stock levels at its own expense.

5.16. Maintenance

- The Service Provider will be responsible for the day-to-day maintenance and servicing of its facilities, all surfaces, and equipment, whether the equipment has been supplied by the Service Provider or the NMM.
- All associated equipment is to be serviced, maintained, and/or replaced by the Service Provider, at its own expense, in order to provide a continuous service at the conference facility.

- Equipment purchased by the NMM will remain the property of the NMM and is to be returned in the condition it was originally handed over, with fair wear and tear taken into consideration and/or replaced or repaired in cases of breakage, malfunction, or theft.
- Should the NMM consider it necessary, independent equipment specialists may be called on to inspect and repair or replace any equipment supplied by the NMM, and the cost thereof will be refunded to the NMM by the Service Provider.
- The NMM will be responsible for all structural maintenance to the building unless any repairs are required as a result of the Service Provider's negligence or guest vandalization.

5.17. Terms ff Trading

The Service provider will be offered a 5-year performance-based contract commencing upon appointment (as agreed between the Service provider and the NMM). The NMM reserves the right to review and renew the contract for a period to be determined by NMM. The NMM reserves the right to terminate the contract on a material breach by the Service provider.

6. TERMS AND CONDITIONS

- All costs and expenses incurred by the potential service providers relating to their project proposal will be borne by each respective service provider. NMM is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any proposal or the cancellation of this project.
- NMM reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its proposal.
- NMM may require responsive bidders to present and discuss their proposals in person.
- NMM reserves the right not to make any appointment from the proposals submitted.
- Bidders shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of NMM.

- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. It is important that bidders declare their conflict of interest through completion of relevant attached forms.
- NMM reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- Any and all project proposals shall become the property of NMM and shall not be returned.
- The bid offers and proposals should be valid and open for acceptance by NMM for a period of 120 days from the date of submission.
- NMM reserves the right not to award the bid to the bidder that scores the highest points. Disputes that may arise between NMM and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- In addition to adherence to the specific terms and conditions of proposals, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract, an original signed copy of which must be submitted together with all other bid documentation.
- All returnable bid documents must be completed in full and submitted together with the bidder's proposal. Should the returnable documents not be completed, the bid will not be considered any further.
- The successful bidder will be subject to supplier clearance process as prescribed by the National Treasury. This process includes, verification of supplier and its shareholders / directors / members' status on the list of defaulters and restricted suppliers.
- After the successful service provider has received the appointment letter, they must be able to deliver in full compliance with South African approved standards and in compliance to the specifications provided.
- No tender shall be awarded to a bidder whose name (or any of its directors or partners or associates and/or attorneys) appears on the Register of Defaulters kept by the Treasury, or who have been placed on the National Treasury's List of Restricted Supplies. The NMM reserves the

right to withdraw an award or cancel the Service Level Agreement concluded with the bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by any Government Institution

- No tender shall be awarded to a bidder whose tax affairs are not in order. NMM reserves the right to withdraw an award made, or cancel the Service Level Agreement concluded with the successful bidder(s) should it be established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the NMM

7. ACCOUNTABILITY

The service provider will be accountable to and under the direction of the CEO of the NMM in the performance of the assignment duties.

8. RETURNABLE DOCUMENTS

Service providers are required to submit all the returnable documents together with their proposal. ***Failure to provide all the Compulsory Returnable Documents at the closing date and time of this RFP will result in a respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Proposals. Failure to submit the Supporting documents for functionality scoring will result in a scoring of zero.***

7.1. COMPULSORY RETURNABLE DOCUMENTS

- Duly signed & completed SBD 1 Invitation to BID
- SBD 2 Tax Clearance Requirements
- Duly signed and completed SBD 3 Pricing Schedule
- Duly signed and completed SBD 4 Declaration of Interests form.

- Duly signed and completed SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document).
- Duly signed and completed SBD 7.2 Contract Form (Rendering Services).
- General Conditions of Contract
- Duly signed and completed SBD 8 Declaration of Bidder's Past Supply Chain Management Practices.
- Duly signed and completed Duly signed & completed SBD 9 Certificate of Independent Bid Determination.
- Proof of CSD registration
- Financial capacity to carry out the project for a period of 5, without any financial contribution from the NMM (positive cashflow in the form of AFS and a minimum bank balance of R1 500 000) or a confirmation of a credit facility from a reputable financial institution equivalent to the amount.
- Proof of affiliation with recognized bodies within the hospitality industry
- Public liability insurance (minimum of R10 000 000)

7.2. SUPPORTING RETURNABLE DOCUMENTS (FOR FUNCTIONALITY SCORING)

- Signed reference letters, on the recommending company's letterhead. No purchase order or appointment letters will be accepted.
- Project Methodology (company profile and project implementation plan, Annexure A , B and estimated cost as required by section 4.2 above for additional services)
- Proof of relevant qualifications
- Project team capacity

7.3 ESSENTIAL RETURNABLE DOCUMENTS

Specific goals verification documents listed on the applicable preference point system below must be submitted to the NMM on or before the closing date and time ***(failure to submit on or before the closing date will result in an automatic score of zero for preference***

8. APPLICABLE PREFERENCE POINT ALLOCATION SYSTEM

(1) Points for this shall be awarded for:

- (a) Price; and
- (b) Specific Goals.
- (c) Where 80 points will be allocated for price and 20 points allocated specific goals

(2) The NMM will utilize the following preference criteria, captured on the table below: -

Category		Sub-categories	Specific goals points	Verification documents
Local Supplier	5	OR Tambo supplier	5	CIPC Registration Certificate (CK) or Proof of residence
		Eastern Cape Supplier	4	
		Anywhere in South Africa	3	
		Non-South African	0	
Women-owned supplier	4	Black African Women	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Black African Women	2	
Youth Owned Supplier	4	Youth Owned (< 35-year-old persons)	4	

		Non-Youth Ownership (> 35-year-old persons)	2	CIPC Registration Certificate (CK) and CSD Report
People living with disabilities	3	People living with disabilities	3	CSD Report
Small Micro, Medium & Enterprises	4	SME – Owned by people with disability	4	CSD Report
		SME – Black owned	3	Sworn Affidavit (BBBEE Affidavit)
		SME – Other	2	

9. COMPULSORY SITE INSPECTION

Service Providers are required to attend a compulsory site inspection meeting (**proposals from service providers that did not attend the site inspection meeting will NOT be considered**) schedules as follows:

Date: 6 July 2023

Venue: Qunu Youth & Heritage Centre

Time: 11:30

10. EVALUATION CRITERIA

- ☐ **Phase one:** Submission of the compulsory returnable documents of the RFP and the compliance conditions of the RFP. Failure to meet any of the conditions of the RFP will automatically disqualify your tender on this phase.

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- 7 **Phase two:** The RFP will be evaluated using the 80/20 system (80 for Price and 20 for Specific Goals). Functionality will be scored at a maximum of 100 points whereby the bidder must obtain a **minimum of 65 points** to qualify for the financial evaluation according to the criteria captured in the table below:

CRITERIA	VALUE	WEIGHT
1. Methodology The bidder must submit a detailed methodology to demonstrate an understanding of the scope of work. The methodology must indicate but not be limited to: ▪ Clearly state how will the target market segment be attracted (15 points) ▪ Demonstrate the knowledge of understanding heritage, tourism industry norms & standards which apply (10 points) ▪ Clearly state time frames for the implementation of the project (10 points) ○ Activities from appointment till execution ○ Milestones for the project	Excellent Points= 50	50
	Good Points= 30	
	Fair Points=20	
	Poor Points=10	
	Failure to submit Project Methodology= Points	

A detailed business plan in relation to this project. Annexures A , B and estimated cost as required by section 4.2 above for additional services) (15 points) A bidder must clearly demonstrate the ability to establish relations with local tourism operators, particularly the accommodation establishments.		
2. Reference Letters The company must have operated a SIMILAR business and a proven track record in the form of reference or recommendation letters Bidders must give NMM signed reference letters on the recommending company's letterhead not older than 3 years. No purchase orders and appointment letters will be accepted.	Each reference will account for 4 points, to a maximum of 20 points for this category.	20
	No submission = 0 points	
3. Qualifications and Proof of relevant qualifications pertaining to the task at hand must be made available to the museum.	BTech/B Degree or National Diploma in IT= 15	
	Certification in web design or similar = 8 points	
	Crash Course= 3	

	No submission = 0 points	
Experience Suitable Centre Manager with experience in Hospitality/Tourism/Events Management Industry with a specific focus on events management such as: ▪ Meetings ▪ Adventure activities ▪ Accommodation ▪ Kitchen ▪ Curio shop ▪ Lifestyle events such as weddings, birthdays, and family events; and ▪ Flee market – food and beverage experience <i>The list above is not exhaustive</i> BIDDERS MUST SUBMIT DETAILED CV'S OF CENTRE MANAGER. FAILURE TO SUBMIT WILL RESULT IN NO POINTS ALLOCATED. CV OF THE CENTRE MANAGER SHOULD CLEARLY LIST SIMILAR EXPERIENCE / EVENTS SUCCESSFULLY COMPLETED AND	5 years' experience and more = 30 points 3 years' experience = 20 points 1 year or less of experience = 10 points	30

REFERENCE LETTERS. NO PARTIAL POINTS WILL BE AWARDED FOR PARTIAL INFORMATION SUBMITTED.		
Total		100

STAGE 3: PRICING PROPOSAL

The pricing proposal must give a clear indication of commercial benefit to NMM:

- Clear indication of how this arrangement will generate revenue
- Indication of the investment turnover and timelines so that it is clear that the company will breakeven
- Proposed fee must be for each stream of revenue generation proposed

The top 3 highest scoring bidders for Stage 3 may be required to prepare presentations to NMM and be visited.

The Service provider is expected to also quote on the following separately in this proposal:

- Catering at NMM events, such as internal meetings, external events hosted by clients, and other events organised by NMM on an ad-hoc basis (estimated cost of the tea, lunch, dinner), and
- also, to provide deco (not limited to marques, chairs, tables, cloths, flower, etc.) (also the estimated cost to provide these services)

PRICE & SPECIFIC GOALS

Criteria	Points Available
Bid Price	80
Specific Goals	20
Total	100

11. DISCLAIMERS

The NMM is not committed to any course of action as a result of its issuance of this request for proposals and/or its receipt of a proposal to it. Please note that the NMM reserves the right to:

- modify the proposal document's service(s) and request Respondents to re-quote on any changes;
- reject any proposals which does not conform to instructions and specifications which are detailed herein;
- disqualify proposals submitted after the stated submission deadline;
- not necessarily accept the lowest priced bid;
- cancel the request for proposals

12. PROPOSAL SUBMISSIONS

Bid submissions must be returned to the **Nelson Mandela Museum, Bhunga Building, Corner Nelson Mandela Drive & Owen Street, Mthatha.**

- Service providers are requested to furnish the NMM with two copies of their submissions (an original and a copy).
- Bids are to be deposited in the allocated Tender Box clearly marked with reference and this bid's title.
- NMM will not be responsible for any submissions placed in an incorrect box and submissions left with the security officers or any employee of the NMM, which may lead to the submission not deposited into the tender box by the closing date.
- NO LATE, FAXED OR EMAILED QUOTATIONS SHALL BE ACCEPTED.
- **CLOSING DATE FOR THE SUBMISSION OF PROPOSALS IS**

11 July 2023 @ 12:00

13. ENQUIRIES

All communications and enquiries/requests for clarification relating to this proposal should be directed to the contact person:

FOR BID ADMINISTRATION & SERVICE PROVIDER SPECIFICATIONS
Ms M Mputa
Tel: 047 501 9504
Email: mihlali@nelsonmandelamuseum.org.za
Supply Chain Specialist
Technical Enquiries:
Mr M Msongelwa CA (SA)
Tel: 047 501 9507
Email: mandisi@nelsonmandelamuseum.org.za
Chief Financial Officer

Dr Vuyani Booï



Chief Executive Officer

10. ANNEXURE A: FINANCIAL PLAN

The bidder must Indicate how much capital will be needed, where it will come from (own capital, grants, loans), and the expected amount and terms (interest rate, repayment period, security) of any proposed loans. Specify whether the necessary financing has been secured and provide appropriate proof.

Indicate the amounts proposed for capital investment and specifically for the following:

- Purchase of assets.
- Where a franchise is proposed, the bidder should show that the capital is available to secure the franchise and also that agreement was reached that the bidder will be allowed to become a franchisee; and
- Training of staff.

Only shortlisted bidders will be required to submit the latest financial statements or a recent auditor's report confirming that all the members of the bidder are solvent and liquid. If a member of the bidder does not produce audited financial statements, it must produce a notarised statement of assets

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A cash flow forecast (net of VAT) for the proposed term (1 year) of the Agreement.
This may be in a spreadsheet format of the bidder's choice, but it must at least present the following:

	Year 1 R'000	Year 2 R'000	Year 3 R'000	Year 4	Year 5 R'000
Cash inflows					
Owners' capital					
Loans received					
Grants received					
Cash from sales and other operating revenue					
Cash from other sources					
<i>Total cash inflow (A)</i>					
Cash outflows					
Project costs and start-up expenses					
Salaries, wages, and staff costs					
All other operating costs and expenses					
Loan repayments					
Infrastructure upgrades/Building additions/ internal décor etc.					
Replacement of equipment and vehicles					
<i>Total cash outflow (B)</i>					
Net cash flow					
[A – B] Before fees and tax					

11. ANNEXURE B: BUSINESS PLAN

Background and existing operations

Number of years in Business

Turnover of existing business

Experience in running a conference and accommodation facility and specifically in difficult circumstances (remote, unrests, challenges related to basic services and logistics, theft, etc)

Outline cost of sales and pricing policy

The business plan should at least cover the following areas:

- People
- Equipment and
- Products

Marketing - Local initiatives and promotional campaigns Training

How is training conducted

How are critical positions trained Labour

Give an undertaking that staff employed will be paid in line with labour legislation.

RFP-2023-02



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NELSON MANDELA MUSEUM

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SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NELSON MANDELA MUSEUM

BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION:			

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

CORNER NELSON MANDELA DRIVE & OWEN STREET

MTHATHA

EASTERN CAPE

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			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR NAME:	

[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 PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES
	☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES
	☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES
	☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES
	☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



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SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

BID NO.:

CLOSING TIME 12:00

CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL TAXES INCLUDED)
------------	-------------	---

- [illegible]

A series of seven horizontal dashed lines for handwriting practice. Each line starts with the word "days" on the left and ends with the letter "R" on the right.

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	RATE	AMOUNT

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. 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	RATE	AMOUNT

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]



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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

SBD4

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint

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

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

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

.....
Signature

.....
Date

.....

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

Position

Name of bidder

SBD4



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SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

POINTS	
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the

2. DEFINITIONS

2. DEFINITIONS

- ### 3. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Where

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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:

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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 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 or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
---	----------	----------

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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 contributor indicated in paragraphs 1.4 and 6.1

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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....



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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 fulfilment 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	

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference 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

A large, empty rectangular box intended for an official stamp or seal.

WITNESSES

1

2



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SBD 8

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

Js365bW



in the footprints ...

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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 *per 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.

¹ 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.

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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

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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.

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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.

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Signature

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Date

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Position

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Name of Bidder

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