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website: www.luthulimuseum.org.za

an agency of the  
Department of Sport, Arts and Culture

## LUTHULI MUSEUM

### APPOINTMENT OF A QUALIFIED / CERTIFIED SERVICE PROVIDER TO PROVIDE WEBSITE HOSTING AND SUPPORT SERVICES FOR THREE YEARS (36 MONTHS)

**RFQ no. LM2021/0101**

<b>NAME OF BIDDER</b>	
<b>ADDRESS OF BIDDER</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	
<b>NATIONAL TREASURY CSD NUMBER</b>	

**TOTAL BID PRICE Incl. 15% VAT**

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**BID BOX LUTHULI MUSEUM – HAND DELIVERY & COURIER**

**CLOSING DATE: 15 DECEMBER 2021**

**CLOSING TIME: 15H30**

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General Conditions of Contract

## PART 1: PREFACE INFORMATION

### 1.1. INTRODUCTION

The Luthuli Museum intends appointing a qualified / certified Website Hosting service provider to manage and provide support for the Luthuli Museum`s two websites for a period of three years (36 months)

The Museum has two websites

Luthuli Museum – [www.luthulimuseum.org.za](http://www.luthulimuseum.org.za) (Developed with WordPress).

Luthuli Legacy Walk and Fun Run – [www.luthuliwalk.org.za](http://www.luthuliwalk.org.za) (Developed with WordPress).

### 1.2. GENERAL

The Luthuli Museum requires the services as described per attached invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- 1.2.1. The conditions contained in the attached document apply.
- 1.2.2. Bids must be submitted in a sealed envelope with the name and address of the bidder with the bid number and closing date indicated on the envelope. The envelope must not contain information relating to any other than that that shown on the cover of the envelope.
- 1.2.3. Bids cannot be submitted by post or email. They must still reach this office before the closing date and time.
- 1.2.4. The closing date and time of this bid is clearly stated on page 1 of this document.
- 1.2.5. The attached forms, if completed in detail and returned will form part of your submission.
- 1.2.6. Bidders must submit One (1) original, hard copy of the proposal inside an envelope marked "Original proposal, three (3) copies marked "copy" and, 1 CD. CDs must be submitted in a padded envelope.

### 1.3. Bid Format

Bid Numbering Format must be adhered to. Compliance or non-compliance with detailed information must be indicated per paragraph as per Numbering Format. If there are additional and/or alternative product options, every option/alternative proposal to an item, must be separately for in the form of a separate proposal, with a complete schedule and description. **Deviations from specifications and technical brochures must be indicated where applicable.** All documents submitted in response to this request for proposals will become the property of The Luthuli Museum

### 1.4. Validity Period

The proposal must remain valid for a period of 90 days.

## **1.5. Contractual Implications**

After awarding the Bid, this proposal together with its Bid terms, Conditions and Specifications will constitute a binding contract between The Luthuli Museum and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or subcontracting agreements it may enter. Luthuli Museum has the right not to award the Bid.

## **1.6. Awarding of Contract**

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has bided. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service/goods provided will be of a superior standard and quality and is unlikely to cause undue difficulties or damage.

Proposals / Bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so will invalidate the proposal. The Luthuli Museum may request clarification or additional information in writing regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. The Luthuli Museum may also request a demonstration, and bidders must comply with such a request within 24 hours.

## PART 2: NOTICE

### 1. INFORMATION

**Bid Number:** RFQ: LM2021/101

**Bid Description:** Appointment of a qualified / certified service provider to provide website hosting and support services for three years (36 months)

**Name of Institution:** Luthuli Museum

**Place where goods, works or services are required:** The Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza, KwaZulu Natal

**Closing Date / Time:** 15 December 2021 at 15h30

**Enquiries:**

**All enquiries regarding the bidding procedure may be directed in writing to:**

Ms Siphumelele Mwandla

Supply Chain Officer

Tel number: 032 559 8063

Email: [scmofficer@luthulimuseum.org.za](mailto:scmofficer@luthulimuseum.org.za)

Mr. Julanolwazi Ncwane

Finance Manager

Tel number: 032 559 6822/3/4

Email: [financemanager@luthulimuseum.org.za](mailto:financemanager@luthulimuseum.org.za)

### BRIEFING SESSION

**No briefing**

### 2. SUBMISSION OF DOCUMENTS

**Where bids should be delivered:**

Physical Address: Bid Box, Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza, KwaZulu-Natal

The envelopes must be addressed to:

The Supply Chain Management Luthuli Museum and clearly marked with the reference number visible:

“APPOINTMENT OF A QUALIFIED / CERTIFIED SERVICE PROVIDER TO PROVIDE WEBSITE HOSTING AND SUPPORT SERVICES FOR THREE YEARS (36 MONTHS)– RFQ number: LM2021/101” with the bidder’s name below that.

**SPECIAL CONDITIONS:** Bids received will be evaluated in respect of the evaluation criteria as set out in the bid documentation and the 80/20 scoring principle as provided for in the Preferential Procurement Regulations, 2017. The bidder must provide proof of registration on National Treasury’s Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier. [www.csd.gov.za](http://www.csd.gov.za).

**THE BIDDER MUST COMPLETE ALL DOCUMENTS IN FULL AND SUBMIT THESE WITH THE BID.**

**PART 3: COMPLIANCE CHECKLIST**

<b>Item</b>	<b>Document Reference</b>	<b>Description</b>	<b>Action to be taken</b>	<b>Checked, Verified &amp; Submitted</b>
1	SBD1	Invitation to Bid	To be completed in full	
2	SBD2	Tax clearance requirements	Submission of a valid original tax clearance certificate Provide SARS Status PIN for Luthuli Museum to Verify	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	
4	SBD 3.3	Pricing schedule – Professional Services	To be completed in full (if applicable)	
5	SBD4	Declaration of Interest	To be completed in full	
6	SBD6.1	Preference point claim form	To be completed in full You may submit a Sworn affidavit.	
7	SDB 6.2	Declaration Certificate for Local Production and Content for designated sectors	To be completed in full	
8	SBD 7.2	Contract form – Rendering of Services	To be completed in full (if applicable)	
9	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
10	SBD9	Certificate of Independent Determination	To be completed in full	
11	TOR	Terms of reference	To be read and applied	
12	CSD	Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
13	GCC	General conditions of Contract	Initial each page	
14	B-BBEE Certificate/ Affidavit	B-BBEE status level verification certificate	Submit a valid or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below: Note 1	
15	Functionality	<b>NB. Technical Threshold – 70%</b>	To be compiled and submitted in line with requirements of the Terms of Reference	
16	Submission	Copies to be submitted	1 Original, 1 CD and 3 copies	
17	Pricing Schedule	Breakdown of quotation	To be completed in full	

**Additional Notes:**

1. Broad Based Black Economic Empowerment (B-BBEE) rating 3 or better to be submitted.
    - a. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
    - b. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
  2. Check list to be completed and attached to the bid submission.
  3. Incomplete documents will be regarded as non-responsive
  4. All forms to be completed in black ink
  5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialling the change
  6. No late quotations / s will be accepted
  7. The Luthuli Museum reserves the right to award or may not award or to partially award.
- 

SIGNATURE(S) OF DER(S) (DULY AUTHORISED)

.....

.....

NAME: .....

TITLE: .....

DATE: .....



**PART 4: TECHNICAL SPECIFICATIONS PACK**



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 PROVIDE WEBSITE HOSTING AND SUPPORT SERVICES FOR THREE  
 YEARS (36 MONTHS)**

**4. DESCRIPTION OF SERVICE REQUIRED**

**N.B** *It is mandatory for bidders to complete or answer this part fully by indicating Y / N to indicate acceptance and understanding of the description of service. A column is provided for remarks or deviation for the service provider in case of a 'No' answer or requirement for clarity. The Bid shall be treated as incomplete and shall be disqualified if this section is not complete fully.*

ITEM NO	DESCRIPTION	COMPLIANCE	REMARKS/DEVIATION
		YES/NO	
4.1	<p><b><u>Website hosting</u></b></p> <p>4.1.1 Perform migration from the existing hosts</p> <p>4.1.2 Maintain stable and secure website</p> <p>4.1.3 Host and stores data which allows for easy maintenance and access by online users</p>		
4.2	<p><b><u>Provide Monthly Reports on the 2 Websites</u></b></p> <p>The reports should include the following</p>		



	<p>4.2.1 Website traffic</p> <ul style="list-style-type: none"> <li>a. Overall Traffic with comparison from previous month</li> <li>b. Traffic Sources</li> <li>c. Number of mobile devices that accessed the websites</li> <li>d. Top Countries that are accessing the websites</li> <li>e. Top Cities that are accessing the website</li> <li>f. Top social visits</li> <li>g. Top landing pages</li> </ul> <p>4.2.2 Analytical data of the website traffic</p>		
<p><b>4.3</b></p>	<p>4.3.1 Provide web development and design services when required</p> <p>4.3.2 Perform revisions, edits and add new pages and live feeds from Luthuli Museums official social media platforms.</p>		
<p><b>4.4</b></p>	<p><b><u>Support</u></b></p> <p>4.4.1 Provide basic technical support for all three websites.</p> <p>4.4.2 Online solutions development</p> <p>4.4.3 Content marketing strategy development</p> <p>4.4.4 Search Engine optimization</p> <p>4.4.5 Ensure the websites remain online 24 hours daily, 7 days a week and 365/6 days in the year.</p> <p>4.4.6 Should any of the websites get hacked or infected with a virus remedial action must be taken to ensure the threat is neutralized and the websites gets back online as soon as possible.</p> <p>4.4.7 Quarterly meetings to discuss website reports</p> <p>4.4.8 Provide training on minimum training on website maintenance</p>		

<b>4.5</b>	<b><u>MAINTENANCE</u></b>		
	<p>4.5.1 Strengthen security, boost page load times, and optimise performance, all to ensure a smooth user experience.</p> <p>4.5.2 Ensure that the website is back online in efficiently in the event it goes down</p>		

#### **4.6 EVALUATION CRITERIA**

Submitted bids will be evaluated, and points will be allocated based on compliance to specifications, price and specific goals.

The 80/20 principal will apply in terms of the Preferential Procurement Policy Framework Act, No 5 of 2000 (PPPFA) and its regulations

<b>NO</b>	<b>ITEM</b>	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>VALUE</b>
<b>1.</b>	<b>COMPANY PROFILE AND EXPERIENCE</b>	No of years the business has been operating in the ICT field and list of client references and size of previous contracts or projects of this nature. (Provide the name of the institutions and contactable references)	<b>25</b>	
<b>2.</b>	<b>COMPLIANCE WITH SPECIFICATIONS</b>	Compliance with the requirements as set out in Specification's document and the Terms and Conditions	<b>20</b>	
<b>3.</b>	<b>ACCREDITATION / CERTIFICATION</b>	Submitted proof of verifiable qualification/s; certification or accreditation as a server installer	<b>15</b>	
<b>4.</b>	<b>PROJECT METHODOLOGY</b>	Implementable server installation design and work plan clearly outlining work to be done and timelines	<b>30</b>	

<b>5</b>	<b>Financial Viability</b>	<ol style="list-style-type: none"> <li>1. Audited Annual Financial Statements for the past 3 years</li> <li>2. Three months bank Statement with accurate and reliable information</li> </ol>	<b>10</b>	
<b>TOTAL</b>			<b>100</b>	
<b>*NB</b>	<b>Any bidder that scores less than 70 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified.</b>			



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## PRICING SCHEDULE

<b>REQUEST FOR QUOTATION (RFQ) NUMBER</b>	RFQ: LM2021/101
<b>NAME OF BIDDER</b>	
<b>CLOSING DATE AND TIME</b>	15 DECEMBER 2021 AT 15H30

ITEM	DESCRIPTION	QTY	TOTAL PRICE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		<b>Sub-Total</b>	
		<b>Vat 15%</b>	
		<b>Grand Total</b>	

- ❖ The Bidder warrants that the pricing quoted is free of any errors and that the pricing is in compliance to the specifications.
- ❖ The Bidder provides the Luthuli Museum with an Unconditional discount of \_\_\_\_\_ %.

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_



## 4.7 TERMS OF REFERENCE

### 4.7.1 DEFINITIONS

- 4.7.1.1 “**Acceptable bid**” – any bid, which, in all respects, complies with the specifications and conditions of the RFQ as set out in this document.
- 4.7.1.2 “**B-BBEE**” – broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 4.7.1.3 “**B-BBEE status level of contributor**” - 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.
- 4.7.1.4 “**Bid**” - 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 bidding processes or proposals.
- 4.7.1.5 “**Bidders**” - any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by Luthuli Museum to submit a bid in response to this bid invitation.
- 4.7.1.6 “**Broad-Based Black Economic Empowerment Act**” – the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 4.7.1.7 “**Comparative Price**” - the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 4.7.1.8 “**Consortium**” - several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.
- 4.7.1.9 “**Contractor Agent**” - any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against SITA or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of SITA or an organ of state.
- 4.7.1.10 “**Co-operative**” – an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through jointly owned and democratically controlled enterprise organised and operated on co-operative principles.
- 4.7.1.11 “**Designated Group**” means

- a) Black designated groups;
  - b) Black people;
  - c) Women;
  - d) People with disabilities; or
  - e) Small enterprises as defined in sections 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
- 4.7.1.12 **“Designated Sector”** – a sector, sub-sector or industry or product in designated in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors.
- 4.7.1.13 **“Exempted Micro Enterprise (EME)”** – An entity with an annual turnover of R 10 (ten) million or less.
- 4.7.1.14 **“Firm Price”** - 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 a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 4.7.1.15 **“Goods”** – any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Luthuli Museum delegate by the Successful bidder in terms of this bid.
- 4.7.1.16 **“Imported Content”** – that portion of the Bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its 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 port of entry.
- 4.7.1.17 **“Joint Venture”** - (Project) two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 4.7.1.18 **“Local content”** – that portion of the Bid price, which is not included in the imported content, provided that local manufacture does take place;
- 4.7.1.19 **“Person(s)”** - a natural and/or juristic person(s).
- 4.7.1.20 **“Price”** – includes all applicable taxes less all unconditional discounts.

- 4.7.1.21 **“Prime Contractor”** –any person (natural or juristic) who forwards an acceptable proposal in response to this RFQ with the intention of being the main contractor should the proposal be awarded to him/her.
- 4.7.1.22 **“Proof of B-BBEE status level contributor”** – means
- a) the B-BBEE status level certificate issued by an authorised body or person;
  - b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 4.7.1.23 **“Rand Value”** - the total estimated value of a contract in Rand, calculated at the time of invitations and includes all applicable taxes and excise duties.
- 4.7.1.24 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 4.7.1.25 **“Sub-contract”** – 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.
- 4.7.1.26 **“Subcontractor”** - any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.
- 4.7.1.27 **“Successful bidder”** - the organisation or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.

## 4.7.2 **ACRONYMS AND ABBREVIATIONS**

The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below:

<b>Abbreviations/acronyms</b>	<b>Description</b>
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
CPI	Consumer Price Index
ICT	Information Communication Technology
IS	Information Systems
ISO	International Standard Organisation
IT	Information Technology
ITC	Information Technology Committee



<b>Abbreviations/acronyms</b>	<b>Description</b>
NIPP	National Industrial Participation Programme
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
	Request for Quotation
RSA	Republic of South Africa
SLA	Service Level Agreement
URS	User Requirements Specification
RFQ	Request For Quotation

### **4.7.3 GENERAL RULES AND INSTRUCTIONS**

#### **4.7.3.1 News and press releases**

Bidders or their agents shall not make any news releases concerning this or the awarding of the same or any resulting agreement(s) without the consent of, and then only in coordination with the Luthuli Museum.

#### **4.7.3.2 Precedence of documents**

This consists of several sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this and the stipulations in any other document attached hereto, or the bid submitted hereto, the relevant stipulations in this bid shall take precedence.

#### **4.7.3.3 Preferential procurement reform**

The Luthuli Museum shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2011.

#### **4.7.3.4 National Industrial Participation Programme**

The Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Documents (SBD).

#### **4.7.3.5 Language**

Bids shall be submitted in English.

#### **4.7.3.6 Gender**

Any word implying any gender shall be interpreted to imply all other genders.

#### **4.7.3.7 Headings**

Headings are incorporated into this bid document and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

#### **4.7.3.8 Occupational Injuries and Diseases Act 13 of 1993**

The bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement.

Luthuli Museum reserves the right to request the bidder to submit documentary proof of the bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to Luthuli Museum.

#### **4.3.3.9. Formal contract**

This bid, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between the Luthuli Museum and/or its clients and the enterprise(s) to whom the Luthuli Museum awards the bid in whole or in part.

- 4.3.3.9.1. Any offer and/or acceptance entered verbally between Luthuli Museum and any vendor, such offer shall not constitute a contract and thus not binding on the parties.
- 4.3.3.9.2. This bid is subject to General Conditions of Contract, Special Contract Conditions and any other contract conditions to be finalised during contracting.
- 4.3.3.9.3. The laws of the RSA shall govern this bid and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.

#### **4.3.3.10. Bid preparation**

All additions to the proposal documents i.e. annexures, supporting documentation

pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.

#### **4.3.3.11. Oral presentations**

Bidders who submit s in response to this bid may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to the Luthuli Museum. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Luthuli Museum shall schedule the time and location of these presentations.

#### **4.3.3.12. Objection to brand specific requirements**

The specifications in this document are not brand specific. Any bidder who has reasons to believe that the bid specification is based on a specific brand must inform the Luthuli Museum within five (5) days after the publication of the bid .

### **4.3.4. INSTRUCTIONS FOR SUBMITTING BIDS**

#### **Bid responses must be submitted as follows:**

- 4.3.4.1.** submissions may be submitted electronically (**CD – must have 1 original hardcopy) and 3 hardcopies**. To ensure that the electronic copies are not damaged, the bidder must submit the CDs in a sealed padded envelop and be clearly marked.
- 4.3.4.2.** The bid document must be signed by an authorised representative or agent. The original copy must be **signed in ink** by an authorised employee, agent or representative of the bidder and each page of the proposal shall contain the initials of same signatories.
- 4.3.4.3.** Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified above. **Failure to comply with the above instructions on submitting a proposal will lead to disqualification.**
- 4.3.4.4.** The Bid Responses (hard and electronic copies) must be clearly marked as follows: bidder's Name & Contact Details, RFQ Number, RFQ Description, and Closing Date.

**4.3.4.5.** All bids in this regard shall only be accepted if they have been placed in the Bid box before or on the closing date and stipulated time.

**4.3.4.6.** Late s shall not be considered.

**4.3.4.7. No proposal shall be accepted by the Luthuli Museum if submitted in any manner other than as prescribed above.**

#### **4.3.5. RETURNABLE**

Bidders shall submit response in accordance with the response format below. Failure to do so shall result in the rejection of the bidder's response.

#### **SCHEDULE 1:**

##### **1A: Bid proposal expectations**

The bidder must provide a detailed proposal outlining the services to be rendered, covering as a minimum all the section raised in this document. If any of the requirements will not be offered, this must be stated clearly. A statement is required against every section describing how the requirements will be met.

##### **1B: Organizational profile**

The bidder must reflect all relevant information about itself that may assist the Luthuli Museum assess its capabilities, capacity, outputs, value-adding abilities, competitive advantages.

##### **1C: Price and cost structure**

The bidder must provide a firm price for the services to be rendered. This is to be reflected inclusive of VAT.

**1D:** Where their headquarters are situated.

**1E:** The names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations' bidder.

**1F:** A list of references must accompany the bidder and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value and duration must be furnished.

**1G:** Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner and Unemployment Insurance Commissioner.

**SCHEDULE 2:**

**2A:** Bidders to submit original or certified copy of the BBBEE certificates status level as issued and verified by applicable agencies.

**2B:** Bidders to submit CK certificate from CIPC. All other documents requested must be submitted. Failure to submit will disqualify bidder/s.

**2C:** Central Supplier Database (CSD) Registration Report.

**2D:** Proof of accreditation

**SCHEDULE 3:** Section 4.3. of this bid Document.

**SCHEDULE 4:** Technical / Functionality response

**SCHEDULE 5: SBD Forms**

**5A:** SBD 1 – Invitation to Bid

**5B:** SBD 2 – Tax Clearance Requirements

**5C:** SBD 3.1 – Pricing Schedule – Firm prices

**5D:** SBD 3.3 – Pricing Schedule Professional Services

**5E:** SBD 4 - Declaration of interest

**5F:** SBD 6.1 – Preference Point Claim Form in terms of Preferential Procurement regulations of 2011

**5G:** SBD 6.2 – Declaration Certificate for Local Production and Content for Designated Sectors

**5H:** SBD 7.2 – Contract Form - Rendering of Services

**5J:** SBD 8 – Declaration of bidders past Supply Chain Management Practices

**5L:** SBD 9 – Certificate of Independent Determination

**5M:** GCC – Government Procurement General Conditions of Contract

**SCHEDULE 6: Bidder background information materials:**

**6A:** Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

**6B: Corporate Financial Solvency** - Provide solvency statement signed by a qualified independent Auditor, that the financial position of the company is sound and that the company will be able to mobilise resources to deliver the project.

#### **4.3.6. TERMS AND CONDITIONS OF THE BID**

##### **4.3.6.1. Lodging of submissions:**

Four copies must be delivered by hand (one original, three copies and 1 CD) to:

The Luthuli Museum

3233 Nokukhanya Luthuli Street

Groutville

KWADUKUZA

4450

Submissions not received on time and date specified will not be considered.

##### **4.3.6.2. Compliance with General Conditions of Contract (GCC)**

No Alteration, variation or amendment of the Contract (of which this Bid represent the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the Luthuli Museum in this Bid, which shall form the offer element of a Contract and if it is accepted by the Luthuli Museum, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposal. The Luthuli Museum reserves the right to reject such submissions.

Misrepresentation of facts will result in disqualification and cancellation of the contract.

##### **4.3.6.3. Acceptance of Submissions**

The staff complement of the prospective providers will be considered against the reality of societal demographics, for the purpose of affirmation commitment to principles of diversity and employment equity. Prospective providers are requested to include a report on corrective action in their profiles that they send to the Luthuli Museum, as necessary.

##### **4.3.6.4. Luthuli Museum Liability:**

The Luthuli Museum does not bind itself to accept the lowest or any Bid proposal, nor to sign any reason for the rejection of a Bid proposal, nor shall it be responsible for or pay

any expenses or loss that may be incurred by the prospective provider in the preparation and delivery of its submission.

**4.3.6.5. Submission Acceptance**

No submission shall be deemed to have been accepted, unless and until a formal contract is prepared and executed.

**4.3.6.6. Prices:**

All prices quoted are to be in RSA Rand and inclusive of Value Added Tax (VAT). No change in prices submitted shall be considered after receipt of response to the Bid submission.

**4.3.6.7. Amplification of submissions**

The Luthuli Museum may, after the opening of submissions, call on the prospective provider to amplify in writing any matter which is not clear in the prospective provider's submission and such amplification shall form part of the original submission. In the event of the prospective provider failing to supply such information, the submission will be liable to rejection.

**4.3.6.8. Cost of Proposal**

Bidders shall bear the costs associated with the preparation and submission of their proposals, the Luthuli Museum will not in any case be responsible or be liable for those costs, regardless of the conduct or outcome of the Bid.

**4.3.6.9. Bid Documents:**

This document in its entirety serves as the complete Bid document. Proposal must offer services to the Luthuli Museum only. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of their Proposal.

**4.3.6.10. Documents comprising the proposal:**

In preparing the technical and price component of your submission all references descriptive material and brochures should be included in the appropriate response

paragraph, although material documents themselves may be provided as annexes to the proposal/response. Bidders are requested to focus on the provision of relevant information and limit the amount of marketing material. The successful bidder's proposal may be incorporated in whole or part in the final contract.

#### **4.3.6.11. Information**

Information that the bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

#### **4.3.6.12. Period of validity**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission. A Proposal valid for a shorter period may be rejected by the Luthuli Museum on the ground that it is non-responsive. In exceptional circumstances, the Luthuli Museum may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their proposal.

#### **4.3.6.13. Format and signing of proposal**

The bidder shall prepare four copies of the proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The four proposals shall be signed by the bidder, or a person or persons duly authorized to bind the bidder to the contract.

#### **4.3.6.14. Interlineations**

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidders, in which such corrections shall be initialed by the person or persons signing the proposal.

#### **4.3.6.15. Payment – Upon receipt of invoice**

The service provider shall be paid in full upon delivery of satisfactory work in the scope on a monthly basis. Service provider will be paid within 30 days after receipt of the invoice.

#### **4.3.6.16. Assumption of duty**

Total cost of project: For the purpose of this Bid, bidders are to consider all aspect of financial implications for the duration of the Project.



**4.3.6.17. Service Level Agreement (SLA)**

The milestones and delivery dates will be mutually agreed by both parties and as per contract specifications.

**4.3.7. TERMS AND CONDITIONS COMPLIANCE**

**Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly indicate either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.**

**N.B It is mandatory for bidders to complete or answer this part fully (1 - 22); otherwise their bid shall be treated as incomplete and shall be disqualified.**

<b>1.</b>	This is subject to the General Conditions of Contract referred to in this document.	<b>Accept</b>	<b>Do not accept</b>

<b>2.</b>	The preparation of response shall be made without obligation to acquire any of the items included in any bidder’s proposal or to select any proposal, or to discuss the reasons why such vendor’s or any other proposal was accepted or rejected.	<b>Accept</b>	<b>Do not accept</b>

<b>3.</b>	Luthuli Museum may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	<b>Accept</b>	<b>Do not accept</b>

<b>4.</b>	In the case of Consortium and Joint Venture, bidders are required to provide copies of signed agreements stipulating the work split and rand value. Luthuli Museum will enter into a service level agreement with the primary service provider.	<b>Accept</b>	<b>Do not accept</b>

5.	Luthuli Museum reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept
6.	Where applicable, bidders who are distributors, resellers and installers of network / servers' equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept
7.	By submitting a proposal in response to this bid, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept
8.	Where applicable, the Luthuli Museum reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	Accept	Do not accept
9.	The Luthuli Museum reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the and supporting documents.	Accept	Do not accept
10.	Where the calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	Accept	Do not accept
11.	Should the bidder withdraw the proposal before the proposal validity period expires, the Luthuli Museum reserves the right to recover any additional expense incurred by the Luthuli Museum having to accept any less favourable proposal or the additional expenditure incurred by the Luthuli Museum in the preparation of a new bid and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

12.	Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. the Luthuli Museum shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the Luthuli Museum reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not accept

13.	In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

14.	Any amendment or change of any nature made to this document shall only be of force and effect if it is in writing, signed by the Luthuli Museum signatory and added to this document as an addendum.	Accept	Do not accept

15.	Failure or neglect by either party to (at any time) enforce any of the provisions of this bid shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this bid. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this bid, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

16.	<b><u>Bidders who make use of subcontractors.</u></b> The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded bid. No separate contract shall be entered into between the Luthuli Museum and any such subcontractors.	Accept	Do not accept

	All services supplied in accordance with this bid must be certified to all legal requirements as per the South African law.	Accept	Do not accept
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17.			
18.	No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept
19.	The bidders' response to this bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept
20.	The Luthuli Museum has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.	Accept	Do not accept
21.	Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept
22.	Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.	Accept	Do not accept

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**END**